



Amendment A

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

AMENDMENT A TO THE AGREEMENT FOR
OFFICE FURNITURE ACQUISITION
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
INTEGRATED DESIGN SOLUTIONS, INC.
Contract No. 2024-DR0006
Amendment A Contract No. 2024-DR0006A



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This **AMENDMENT A** to the **AGREEMENT FOR OFFICE FURNITURE ACQUISITION** (**Amendment or Amendment A**) is entered into in San Juan, Puerto Rico, this 9 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 "Organic Act of Department of Housing" 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 **INTEGRATED DESIGN SOLUTIONS, INC. (CONTRACTOR)**, with principal offices in Ave. Escorial Edif. 18, Mario Julia Ind. Park, San Juan, Puerto Rico, herein represented by Olga Marlen Díaz Bravo, in her capacity as Vice-President, of legal age, married and resident of San Juan, Puerto Rico duly authorized by Resolution dated June 8, 2023, by the CONTRACTOR, referred to as "**the Parties**" from now on.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 4, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Office Furniture Acquisition, registered under Contract No. 2024-DR0006, for a maximum amount not to exceed **one hundred forty-seven thousand three hundred seventy-five dollars and eighty-three cents (\$147,375.83)**, ending on August 4, 2025.

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:

II. SAVINGS CLAUSE

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

III. SCOPE OF AMENDMENT

The PRDOH has determined to amend the Agreement to add six (6) additional executive work desks and six (6) credenzas for the use of the Puerto Rico Housing Finance Authority (PRHFA). Consequently, the Agreement will increase by **sixteen thousand seven hundred**

thirty-seven dollars and six cents (\$16,737.06) for a total that will not exceed one hundred sixty-four thousand one hundred twelve dollars and eighty-nine cents (\$164,112.89). The Procurement Division carried out a cost reasonableness analysis and found that this Amendment A is reasonable in compliance with the Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs, Regulation No. 9506, effective September 25, 2023. These modifications are reflected in the updated **Attachment B** (Scope of Work) and the added **Attachment C-I** (Cost Form) to the agreement. Lastly, revised copies of **Attachment F** (Contractor Certification) and **Attachment G** (Non-Conflict of Interest Certification) are also included in Amendment A.

IV. AMENDMENTS

A. The Parties agree to replace **Article I. TYPE OF CONTRACT** as follows:

Contract Type: This is a fixed-fee contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on **Attachment C** and **Attachment C-I** and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both Parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A	Proposal
Attachment B	Scope of Work
Attachment C	Cost Form
Attachment C-I	Cost Form
Attachment D	Insurance Requirements
Attachment E	HUD General Provisions
Attachment F	Contractor Certification Requirement
Attachment G	Non-Conflict of Interest Certification

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

B. 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 sixty-four thousand one hundred twelve dollars and eighty-nine cents (\$164,112.89) from **Account Numbers:** mita12adm-doh-na 4190-30-000, r02a01adm-doh-na 1400-43-000, mita12adm-doh-na 1400-43-000, and r02a01adm-doh-na 1400-43-000.

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

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.

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.

D. A revised **Attachment A** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment A** (Scope of Work). The new items added in Amendment A are now included in this attachment. It is the CONTRACTOR's responsibility to make sure the items match the attachment's description of the items. (**Attachment I** of this Amendment A).

E. Attachment C-I (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement to include the new items added in Amendment A. It is noteworthy to mention that Amendment A did not change the item's unit price. (**Attachment II** of this Amendment A).

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F. 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 A).

G. 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 A).

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 under 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 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 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 funds to the PRDOH, that 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, according 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 concerning 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 A in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF
HOUSING**

INTEGRATED DESIGN SOLUTIONS, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 9, 2024 17:27 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Olga Marlen Díaz Bravo
Olga Marlen Díaz Bravo (Feb 9, 2024 10:23 AST)
Olga Marlen Díaz Bravo
Vice-President



SCOPE OF WORK
Invitation for Bids
Office Furniture Acquisition
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-IFB-2023-04

1. INTRODUCTION AND OVERVIEW

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Invitation for Bids (**IFB**) to solicit bids from qualified individuals and/or legal entities interested in participating in the bidding process to provide Office Furniture, as described below.

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The Scope of Work (SOW) defines the services the Selected Bidder(s) must perform under the contract with PRDOH. The PRDOH intends to issue a fixed price agreement to the "Responsible Bidder" that submits a "Responsive Bid" at the lowest price. The PRDOH has anticipated awarding the resultant contract(s) for an initial **two (2) year term with the option of up to three (3) additional annual extensions**.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the IFB or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Bidder 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**), Community Development Block Grant – Mitigation (**CDBG-MIT**), CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work; (iii) to extend the scope to include CDBG-DR and CDBG-MIT subrecipients; and (iv) to contract with one or more qualified Bidders for Office Furniture Acquisition as a result of the selection of qualified Bidders or the cancellation of this IFB.

PRDOH reserves the right to amend any contract(s) resulting from this procurement process to include services under any fund allocation presently administered and/or that may be administered by PRDOH.

2. PRDOH'S RESERVATION OF RIGHTS

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all bids, 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 bid 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 bidder 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.
 - c. PRDOH's requirements in good faith change after award of the contract.
- (vi) To require additional information from all suppliers to determine level of responsibility.
- (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the suppliers, regardless of their inclusion in the reference section of the bid submittal.
- (viii) To contract with one or more bidder(s) or the cancellation of this IFB.
- (ix) 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 or the execution of the payment and performance bond) 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.
- (x) 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 as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- (xi) To negotiate any price from the awarded bidder(s) in response to a specific order under this solicitation.
- (xii) To modify the quantity of the listed items and/or services during the term of the contract in compliance with policies and procedures.

The Bidders shall be responsible for providing all goods outlined in this Scope of Work.

3. REQUIREMENTS AND QUALIFICATIONS

This section defines the requirements for related tasks that the Selected Bidder(s) must perform to support PRDOH for this IFB. The PRDOH is soliciting bids from qualified individuals and/or legal entities with experience and capabilities in the sale and maintenance of Office Furniture. The selected Bidder(s) must have a proven record in the sales and administration of the office furniture included in this solicitation. The Office Furniture will be provided to PRDOH and subrecipients of the CDBG-DR and CDBG-MIT grant funds.

- + The Selected Bidder(s) shall assign a Point of Contact (POC) that will work and coordinate with the PRDOH and/or subrecipients. This POC shall be the main

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contact for any related sales and any issues regarding the office furniture acquisition.

- + The Selected Bidder(s) must comply with the stated deliverables, mentioned below, and must comply with the timeframes required in this Scope of Work.
- + The Selected Bidder(s) warrants that all tasks completed by Selected Bidder(s) staff will be free from errors and mistakes. PRDOH reserves the right to refuse payment for services or goods that do not comply with the requirements of this Scope of Work and for the inappropriate, incomplete, or substandard services that need to be remedied by the PRDOH or by a third party.

4. GENERAL CONDITIONS FOR THE ACQUISITION

The following are general conditions that will govern the acquisition process under this Scope of Work.

- 4.1. After the Selected Bidder(s) is awarded a contract with PRDOH, they will be requested to submit a design of the office spaces where the office furniture will be located in order to ensure that the items acquired will be compatible with the space available. PRDOH must approve all designs submitted before the delivery and installation of the office furniture.
- 4.2. All office furniture equipment must be compatible with each other. Same manufacturer for all equipment is preferred to simplify the management of warranties.
- 4.3. The Selected Supplier must have competent personnel with appropriate experience and certifications to assist in the diagnostic and coordination of warranty with the manufacturer.
- 4.4. The Selected Supplier must maintain and document the configuration details of each of the types of equipment supplied. The Selected Supplier(s) must submit, electronically, each warranty with the equipment identified.
- 4.5. No equipment close to the end of its useful life or that will become unsupported by the manufacturer during the warranty period required herein shall be provided. If any equipment reaches its end of useful life or becomes unsupported by the manufacturer during the warranty period, the Selected Supplier is obligated to replace the equipment, with an equivalent that meets the applicable warranty and with similar or better specifications than the original, at no cost to the PRDOH.
- 4.6. The Selected Supplier(s) must be an authorized representative, dealer, installer, supplier, contractor or distributor of the proposed manufacturer(s) products. Must have available a letter from the equipment manufacturer as proof. All technical support of any warranty servicing from the manufacturer shall be generated and managed by the selected supplier once contracted by personnel from the PRDOH.
- 4.7. The Office Furniture must possess a contemporary style and its materials must be environment-friendly, composites, thermoplastics, plastics, resins and polymers with metal support components and assemblies. Natural wood products will not be considered.
- 4.8. The Selected Bidder(s) will be responsible for providing an available range of gray, white and cream colors and finishes.

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- 4.9. The Selected Bidder(s) will be responsible for providing the items included in the Office Furniture Schedule in Section 5 of this IFB.
- 4.10. The Selected Supplier shall appoint a single point of contact (POC) to the PRDOH for all services related to the equipment.
- 4.11. All equipment must be provided with all internal components properly installed.
- 4.12. The Selected Supplier(s) will be responsible for the proper and safe assembly and installation of all the furniture purchased.
- 4.13. The Selected Bidder(s) must maintain the unit prices for the items throughout the life of the contract. No adjustments, once the contract is executed, will be allowed.
- 4.14. All prices submitted by the Selected Bidder(s) shall include all expenses including incidentals, taxes, delivery fees, installation fees, profits, overhead, and any other administrative fees that apply to this acquisition. The PRDOH will not cover any additional costs. Only the unit price submitted for the equipment and installation services will be taken into consideration.

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5. OFFICE FURNITURE SCHEDULE

The key deliverables to be provided include, but are not limited to, the following:

ID	Item	Description	Quantity
1	Executive Work Desks	L-Shape, Worksurface/Executive Desk Unit, Rectangular, Laminate Top 72" W x 30" D, with grommet and Side Top 60" W x 24" D, Sliding Door Overhead Cabinet Wall Mount, Dividends Front, Steel Door, 60" W x14" H, with lock.	26
2	Work Desks	Worksurface/Desk Unit, Rectangular, Laminate Top 60" W x 30" D, with grommet.	5
3	Credenzas	Credenza, Single Depth, with Steel Sliding Door and Box Drawer, Laminate Top, 60" W, with Lock. (Note: the material and finish as must be the same as the executive work desk and work desk.)	31
4	Executive Chairs	5-Star Base, Standard Cylinder, Breathable Mesh Seat, Ergonomic Back and Lumbar Support, Casters and Headrest.	100
5	Conference Table	Rectangular conference table, approximately 168" W x 48" D	2

ID	Item	Description	Quantity
6	Conference Table	Rectangular conference table, 14approximately 192" W x 48" D	2
7	Conference Table	Rectangular conference table, approximately 120" W x 48" D	1
8	Conference Table	Rectangular conference table, approximately 120" W x 36" D	1
9	Desk File Cabinet	Vertical 3- drawer File, pedestal file/file (15"W x 22"D x 26¾"H)	65

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6. DELIVERY SCHEDULE

Upon awarding the contract to the Selected Bidder(s), PRDOH will indicate the office furniture needed at the moment for the initial delivery that must be completed on or before **thirty (30) calendar days** after the date of the order resulting from the request. The items must be delivered to the Juan C. Cordero Building, 606 Barbosa Avenue, San Juan, PR, 00923, which is the PRDOH headquarters, or to another location upon request. Thereinafter, PRDOH will contact the selected Bidder on an as-needed basis to make order requests for any of the products within the Deliverables schedule. All subsequent deliveries must be made on or before **thirty (30) calendar days** after the date of the order resulting from the request. The Selected Bidder(s) will be responsible for maintaining a detailed and updated tracker of the dispatched materials and products.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder; except in cases where delivery will be delayed due to acts of Nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the PRDOH of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the PRDOH.

Should the bidder to whom the contract is awarded fail to deliver in the number of days stated above, the PRDOH reserves the right to cancel the order on a default basis. If the order is terminated, it is hereby understood and agreed that the PRDOH has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the PRDOH may terminate the contract for default.

Certain PRDOH employees may be authorized in writing to pick-up materials under this contract. Bidders shall require the presentation of this written authorization. The bidder

shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, the bidder shall contact the appropriate PRDOH point of contact to confirm the authorization.

Orders requiring special handling such as air freight, next day delivery, etc., may only be approved and placed with written authorization by the PRDOH. In those cases, the price quoted by the bidders shall be inclusive of any additional shipping costs.

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, PRDOH will have an option to cancel or keep the back orders.

The Selected Bidder(s) shall inform PRDOH in writing on or before **five (5) days** of the delivery schedule's due date of any circumstances that may cause any delays of the delivery.

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7. PRICING

For the items contained in the Deliverables schedule, pricing must be guaranteed during the first **twenty-four (24) months** after the execution of the contract with the Selected Bidder(s). Should any price change be needed, such price change must be requested in writing and must be accompanied by appropriately documented market justification. All price changes will be granted only with written approval from the PRDOH.

After contract award, a bidder may offer, either on its own initiative or at the PRDOH's request, additional discounts, customized lists, or discounted prices for any purchase within the scope of the contract, even if such discounts were not included in the bid prices.

If an "equal" item may be considered by the PRDOH in accordance with Cost Form, the proposed item shall be equal in quality to the item specified in the solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogs, and brochures). Also, for product information submittals, all supporting documentation submitted by the bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter, explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications. Materials shall be new and warranted against defects.

All materials, except where recycled content is specifically requested, supplied by the bidder in conjunction with this solicitation and resultant contract shall be new, warranted

for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the PRDOH by the bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the bidder at the bidder's expense or (2) the PRDOH may require the bidder to replace the materials at the bidder's expense.

8. STAFF REQUIREMENTS

The Bidder shall have or will secure, at its own expense, all personnel required to perform 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. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

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9. WARRANTY

Full warranty on parts and accessories shall be defined as the manufacturer's standard limited warranty and shall otherwise be equal to or exceed that offered to the general public. All warranties shall become effective on the date the items are accepted by PRDOH. All defective items must be replaced within **five (5) days** at no additional cost to PRDOH.

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10. DOCUMENTATION

The Selected Supplier must include a technical manual and documentation from the manufacturer for each component. In addition, a printed and digital technical specifications list with the equipment by model and configuration or equivalent.

11. CONTRACT TERM

The PRDOH has anticipated awarding the resultant contract(s) for an initial **two (2) year term**. The PRDOH may, at its sole discretion, extend the contract term for **up to three (3) additional annual extensions** upon mutual written agreement of the parties.

12. RESPONSE REQUIREMENTS

In response to this IFB, Bidders shall return the entire completed Bid Submission package. Bidders should carefully follow the format and instructions outlined therein. All documents and information must be completed and signed as required.

Bids shall be prepared with sufficient detail to permit the PRDOH to conduct a meaningful evaluation.

12.1. SAM Registry

Bidders must be registered in the System for Award Management (**SAM**) at the time of the Bid submission or initiate the registration process immediately following the Bid submission. For more information about the System for Award Management (**SAM**), go to <https://www.sam.gov/SAM/>. Awards will only be issued to entities that are cleared and

not ineligible for the award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

END OF SCOPE OF WORK

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Attachment C-I

COST FORM
Office Furniture Acquisition
Community Development Block Grant – Disaster Recovery
and Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
(Contract Amendment A) #2024-DR0006
(Revised for Amendment A)

Name of Supplier: Integrated Design Solutions

ID	Line Item	Quantity	Units	Price Per Unit	Total
1	Executive Work Desks, L-Shape, Worksurface/Executive Desk Unit, Rectangular, Laminate Top 72" W x 30" D, with grommet and Side Top 60" W x 24" D, Sliding Door Overhead Cabinet Wall Mount, Dividends Front, Steel Door, 60" W x 14" H, with lock	6	Ea.	\$ 1,984.45	\$ 11,906.70
2	Credenzas, Credenza, Single Depth, with Steel Sliding Door and Box Drawer, Laminate Top, 60" W, with Lock. (Note: the material and finish as must be the same as the executive work desk and work desk	6	Ea.	\$ 805.06	\$ 4,830.36
Total Bid Price					\$ 16,737.06

Notes on Cost Form:

- (1) All equipment to be submitted with the quote must comply with the specifications for such included in the Scope of Work of the IFB.
(2) All equipment included in the quote are subject to the Warranty conditions set forth in the Scope of Work of the IFB.
(3) Pricing must include all expenses, including: incidental, taxes, handling, and delivery costs, as well as any other administrative costs associated with the goods and services. The PRDOH will not consider any additional costs. Only the unit prices submitted will be taken into consideration. The PRDOH will not be responsible for reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment under warranty.
(4) PRDOH will make a purchase of office furniture as stated in the Scope of Work upon contract execution. Additional office furniture to be ordered by the PRDOH during the life of the contract.
(5) All equipment to be delivered to PRHFA Headquarters within thirty (30) calendar days from the date the request is sent to the Provider by the PRDOH.

Olga Marlen Diaz Bravo
Bidder's Authorized Representative Signature

Olga Marlen Diaz Bravo
Bidder's Authorized Representative

December 22, 2023
Date

WORR
WORR

OMDB
OMDB



ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT INTEGRATED DESIGN SOLUTIONS, INC.

I. Contractor (or Subrecipient) Certification Requirement:

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

Multi Installations

Furniture Installation Company

Contract amount based on quantity of furniture installed. It varies depending on complexity and amount of workstations to be installed.

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

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.

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 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: Oficina de Ad. De Tribunales, Dept. de Educacion, Dept. de Justicia, Dept. de Hacienda, ASG, DDEC, Dept. de Salud.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: Olga Marlen Diaz Bravo

Signature: Olga Marlen Diaz Bravo

Position: Vice President

Date: January 23, 2024

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.



ATTACHMENT G

NON-CONFLICT OF INTEREST CERTIFICATION

INTEGRATED DESIGN SOLUTIONS, 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.

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."

Olga Marlon Díaz Bravo
Signature

1/23/2024
Date

OLGA MARLON DIAZ BRAVO
Printed Name

VICE-PRESIDENT
Position