



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Amendment B

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

**AMENDMENT B TO THE AGREEMENT FOR
TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC
Contract No. 2024-DR0007
Amendment B Contract No. 2024-DR0007B**



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This **AMENDMENT B TO AGREEMENT FOR TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES (Amendment or Amendment B)** is entered into in San Juan, Puerto Rico, this 24 of July, 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 **FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC (CONTRACTOR)**, with principal offices in Calle La Paz 165 STE 2, Aguada, Puerto Rico herein represented by José C. Torres Berrios, in his capacity as President, of legal age, married, engineer, and resident of Dorado, Puerto Rico, duly authorized by Corporate Resolution issued on July 19, 2024 by the CONTRACTOR; collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 4, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for Temporary Staffing for Professional and Non-Professional Services under the CDBG-DR/MIT Program, registered under Contract No. **2024-DR0007**, for a maximum amount not to exceed **FOUR MILLION FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY DOLLARS (\$4,412,340.00)**; from Account Numbers: mitp01rad-doh-na 4190-10-000; mitp02map-doh-na 4190-10-000, mitp03pcb-doh-na 4190-10-000, r01p03api-pba-na 4190-10-000, and r02p02crp-fpr-na 4190-10-000. The Parties agreed on a performance period of twelve (12) months from the day of the Agreement, ending on **August 4, 2024**.

WHEREAS, on December 20, 2023, the Parties agreed to amend the Agreement through **Amendment A**, registered as Contract Number **2024-DR0007A**, which served the purpose of modifying certain terms of **Attachment C** (Compensation Schedule), and **Attachment D** (Performance Requirements). Also, updated versions of Attachment G (Contractor Certification), and Attachment H (Non-Conflict of Interest Certification) were added in Amendment A. Furthermore, modifications to **Article XXII. SUBCONTRACTS**, and Article **XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES**, were included in the Agreement.

WHEREAS, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

II. SAVINGS CLAUSE

The information included in this **Amendment 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.

III. SCOPE OF AMENDMENT

The PRDOH Planning Division has identified the need to amend the Agreement to extend the term for an additional **twelve (12) months**, ending on **August 4, 2025**. Also, modifications to **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES** of the Agreement are being incorporated via this **Amendment B** as well as updated versions of **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification). The Agreement's budget is unaffected by this **Amendment B**.

IV. AMENDMENTS

A. The Parties agreed to amend **Article II. TERM OF AGREEMENT**, as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of **twelve (12) months**, ending on **August 4, 2025**.*

B. The Parties agreed to amend **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES**, as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program-specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://recuperacion.pr.gov/welcome/index.html>), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

C. An updated version of **Attachment G** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment I** of this Amendment B).

D. An updated version of **Attachment H** (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 H** (Non-Conflict of Interest Certification). (**Attachment II** of this Amendment B).

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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 Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VIII. SUBROGATION

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, 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, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

X. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

XI. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

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XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

XIII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment shall so survive.

IN WITNESS THEREOF, the Parties hereto execute this Amendment in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

**FLEXIBLE & INTEGRATED TECHNICAL
SERVICES, LLC**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 24, 2024 16:07 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Jose Carlos Torres Berrios
Jose Carlos Torres Berrios (Jul 23, 2024 12:54 EDT)

José C. Torres Berrios
President



ATTACHMENT G

CONTRACTOR CERTIFICATION REQUIREMENT

FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC

I. Contractor (or Subrecipient) Certification Requirement:

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

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Agreement for Temporary Staffing for Professional and Non-Professional Services between the PRDOH and FITS, LLC

A maximum amount not to exceed \$4,412,340.00 based on the attached compensation schedule.

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: NONE⁴ 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: Jose C. Torres

Position: President

Jose C.
Signature: Torres
Digitally signed by Jose C. Torres
Date: 2024.07.15 15:56:41 -0400

Date: 07/15/2024

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 H

NON-CONFLICT OF INTEREST CERTIFICATION

FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC

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."

Jose C. Torres Digitally signed by Jose C. Torres
Date: 2024.07.15 15:57:45 -0400

Signature

July 15, 2024

Date

Jose C. Torres

Printed Name

President

Position