



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

AMENDMENT A TO
AGREEMENT FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.
Contact No. 2020-DR0009



THIS AMENDMENT A TO THE AGREEMENT FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 21 of August, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law 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 Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.** (hereinafter, the "Contractor"), with principal offices in Ana G. Méndez Ave Carr 176, KM 1.1 Ste. 2013, San Juan, Puerto Rico 00928, herein represented by Robert E. Negrón Meléndez, in his capacity as President and CEO, of legal age, married, and resident of Gurabo, Puerto Rico, duly authorized by Resolution by the Contractor.

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RECITALS

WHEREAS, the Federal Register requires PRDOH to maintain a public website that provides information accounting for how all grant funds are used and managed/administered, including links to all action plans, action plan amendments, CDBG-DR program policies and procedures, performance reports, citizen participation requirements, and activity/program information for activities described in its action plan, including details of all contracts and ongoing procurement policies. 83 FR 28 (February 9, 2018).

WHEREAS, PRDOH has put in place the website address www.cdbg-dr.pr.gov to comply with the current minimum requirements of the Federal Register for administration of the CDBG-DR grant.

WHEREAS, on July 25, 2019, PRDOH and the Contractor executed an Agreement for Website Development and Maintenance Services Between the Puerto Rico Department of Housing and Information Technology Developers Group, Inc. (hereinafter, the "Agreement"), Contract No. 2020-DR0009.

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Website Design and Maintenance performed during the term of the Agreement, PRDOH will pay a maximum amount not to exceed FIVE HUNDRED AND SIXTY FIVE THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS (\$565,860.00) to the Contractor from ACCOUNT NUMBER R01A01ADM-DOH-NA-4190-10-000. This Amendment does not change the original payment amount.

WHEREAS, said original Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Agreement will be for a performance period of thirty six (36) months, ending in July 24, 2022. This Amendment does not change the original term.

[Signature]

WHEREAS, Section 4 of Attachment A of the Agreement establishes that "[t]he current Website is accessible through the following address: 'www.cdbg-dr.pr.gov'. **This Internet address shall be maintained for the future development of the new Website under this Scope of Services.** The current Website may help the selected Proposer to obtain a better context of the needs of the PRDOH for the new development under this Scope of Work." (Our emphasis.)

WHEREAS, Section 5 of Attachment A of the Agreement establishes that "[t]he existing Website is currently structured and divided by Sections containing information and documentation in compliance with CDBG-DR funding requirements. **The Proposers must maintain the current structure and must be capable to provide recommendations to improve compliance, and to implement PRDOH's requests to improve it.**" (Our emphasis.)

WHEREAS, the internet address CDBG-DR will use to implement the new design will be the current address www.cdbg-dr.pr.gov. However, while the new design for the CDBG-DR website is under development, PRDOH must maintain the website address www.cdbg-dr.pr.gov running to comply with Federal Register requirements.

WHEREAS, the PRDOH desires to amend the Agreement with the Contractor to clarify PRDOH's intention for the maintenance of the website address www.cdbg-dr.pr.gov and include as part of the services to be performed by the Contractor the maintenance of the website address www.cdbg-dr.pr.gov to comply with Federal Register requirements.

WHEREAS, Article VI of the Agreement establishes that "[s]hould additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services."

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agree as follows:

I. AMENDMENTS¹

- A.** The parties intend to replace SECTION III. SCOPE OF Services of the Agreement, with the following paragraphs:

*The CONTRACTOR will provide the services described in **Attachment A** and **Attachment C** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR'S sole cost.*

*Periodically and prior to the launch of the new website design, and in order to be compliant with Federal Register requirements, the PRDOH may request additional services from the CONTRACTOR related to the maintenance of the current website address www.cdbg-dr.pr.gov, which will be compensated as set forth in the "Allowance for Website Additional Services" section of **Attachment B** of the Agreement. These additional services may include, but are not limited to, providing maintenance and troubleshooting services for the current website design. The CONTRACTOR may only perform additional services at PRDOH's written request.*

¹ For easier review and reference, amendments will be in *italics*.

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- B. The parties intend to amend **Attachment A. SCOPE OF SERVICES, Section 8 Other Requirements** to include a new subsection 8.5 as follows:

8.5 Current Website Maintenance

PRDOH may request from the CONTRACTOR to provide maintenance services to the current CDBG-DR website design.

- C. The parties intend to replace **Attachment B. COST FORM, Note (2)** as follows:

(2) The allowance for Website Additional Services will be invoiced by the CONTRACTOR upon support, modification, or additional development requests from the PRDOH. Only tasks approved by the PRDOH may be invoiced by the CONTRACTOR as part of this allowance. The allowance will be invoiced by the CONTRACTOR based upon hours worked by staff and the hourly rates included in this Cost Form. Hours presented in the Cost Form are only for the purpose of estimating the allowance amount that will be included in the Agreement. These hours shall not be interpreted as a cap on the total hours that may be worked by any specific resource during the engagement.

- D. All other terms and conditions of the Agreement remain unchanged.

- E. Each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

II. HEADINGS

The titles to 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.

III. 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 this Amended Agreement 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 this Agreement 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.

IV. PERFORMANCE WARRANTY

- (a) Contractor warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Contractor warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of Contractor's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Contractor submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require Contractor, at its sole expense, to:
1. repair or replace Deliverables that do not meet specifications;
 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. pay liquidated damages for any past due Deliverable; and
 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

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V. FEDERAL FUNDING

The fulfillment of this Contract is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Contract must be made in accordance with this Contract, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, Contractor acknowledges that all funds are subject to recapture and repayment for non-compliance.

VI. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Contractor that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor must refund such recaptured payments within 30 days after the PRDOH issues notice of recapture to Contractor.

VII. OVERPAYMENT

Contractor shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Contractor shall reimburse such disallowed costs from funds other than those Contractor received under this Contract.

VIII. SUBROGATION

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The Contractor acknowledges that funds provided through this Amended Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Amended Agreement 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, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Amended Agreement for any reason.

IX. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amended Agreement to the Office of the Comptroller for registration within fifteen (15) days following the date of execution of this Amended Agreement and any subsequent amendment hereto. The services object of this Agreement may not be invoiced or paid until this Agreement 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 all its attachments and this Amendment represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior or contemporaneous proposals, negotiations, representations, agreements and/or understandings of any kind, whether electronic, oral, or written between the Parties with respect to the Agreement and this Amendment.

The CONTRACTOR shall comply and fulfill all terms, conditions, and clauses agreed upon on the Agreement and this Amendment, even when not included specifically in this Amendment. The CONTRACTOR shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services even when not included specifically on this Amendment.



XI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

In the event that participating entities are consolidated or merged with another entity or agency, the CONTRACTOR will notify PRDOH of such action within a fifteen (15) day period of being notified of it. PRDOH will have fifteen (15) days to state its position. With PRDOH's written approval, the CONTRACTOR must ensure that the resulting entity becomes responsible for the CONTRACTOR's tasks under the legal Agreement and this Amendment. A timeframe of no more than fifteen (15) days from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at the CONTRACTOR under the Agreement and this Amendment are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in the Exhibits A, B and C. The CONTRACTOR is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONTRACTOR's duties under the Agreement and this Amendment and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving the CONTRACTOR during the time span of the Agreement and this Amendment.

XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument.

XIII. SEVERABILITY

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

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

DEPARTMENT OF HOUSING



Fernando A. Gil-Enseñat, Esq.
Secretary
Tax ID No. 660-55-8579

**INFORMATION TECHNOLOGY
DEVELOPERS GROUP, INC.**



Robert E. Negrón Meléndez
President and CEO
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