

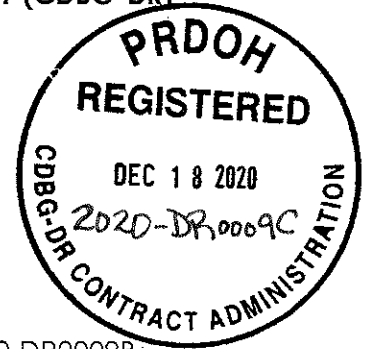


GOVERNMENT OF PUERTO RICO
Department of Housing

AMENDMENT C

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

**AMENDMENT C TO THE AGREEMENT
 BETWEEN THE
 PUERTO RICO DEPARTMENT OF HOUSING
 AND
 INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.
 FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
 Contract Number 2020-DR0009**



As amended by Contract No. 2020-DR0009A and Contract No. 2020-DR0009B

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THIS **AMENDMENT C TO THE AGREEMENT FOR WEBSITE DEVELOPMENT AND MAINTENANCE SERVICE** (hereinafter, "Amendment") is entered into this 11 day of December, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Luis C. Fernandez-Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **INFORMATION TECHNOLOGY DEVELOPERS GROUP, INC.** (hereinafter, the "CONTRACTOR"), with principal offices in Ave. Ana G. Méndez Carr.176, KM1.1 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.; collectively the "Parties".

RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 25, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0009, for the performance of Website Development and Maintenance Services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Website Development and Maintenance Services performed during the term of the Agreement, PRDOH would 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-4190-10-100**. That Agreement is for a period of **thirty six (36) months**, from the day of its execution, ending on July 24, 2022.

[Handwritten mark]

WHEREAS, the Agreement was amended on August 21, 2019 through Amendment A, registered as Contract No. 2020-DR0009A, to amend Attachment A. SCOPE OF SERVICES and to replace Attachment B. COST FORM, as well as to conform the Agreement to federal, state, and local regulations and statutes. Neither the amount, account, nor period of performance were modified in Amendment A.

WHEREAS, the Agreement was also amended on September 4, 2020 through Amendment B, registered as Contract No. 2020-DR0009B, to clarify that the Contractor can continue to perform the tasks contained in its Scope of Services, included as Attachment C of the Agreement, extensive to activities leading to the development and approval of the Action Plan for the Community Development Block Grant for Mitigation (**CDBG-MIT**). Said Amendment did not constitute a substantial or material change in its scope.

WHEREAS, the Parties intend to amend the Agreement to increase the not-to-exceed value of the contract to align with the increased volume of website development requests, and forecasts for additional website development needs going forward.

WHEREAS, this Amendment C results in an increase to the not-to-exceed value of the contract of **EIGHT HUNDRED AND FIFTEEN THOUSAND TWENTY-EIGHT DOLLARS AND FIFTY CENTS (\$815,028.50)** to the Contractor from **ACCOUNT NUMBER R02A01ADM-DOH-NA-4190-10-100**.

WHEREAS, this Amendment C does not affect the term of the Agreement.

WHEREAS, this Amendment C 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, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment C.

NOW, THEREFORE, for and 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 acknowledged, the Parties hereby agree as follows:

I. AMENDMENTS

- A. The parties agree to replace **Article IV. COMPENSATION AND PAYMENT** paragraph **B** with the following:

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed ONE MILLION, THREE HUNDRED AND EIGHTY THOUSAND, EIGHT HUNDRED EIGHTY EIGHT AND FIFTY CENTS (\$1,380,888.50); Account Number: R01A01ADM-DOH-NA/R02A01ADM-DOH-NA 4190-10-000.

- B. The parties agree to **add to Attachment B. COST FORM** of the Agreement the **ESTIMATE** dated from October 28, 2020 included herein as Exhibit 1 of this Amendment, and is hereto incorporated by reference into the Agreement and this Amendment and made integral part of the Agreement, Amendment A and Amendment B.
- C. All other terms and conditions of the Agreement remain unchanged.
- D. Each party represents that the person executing this Amendment C 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. 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 Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

IV. 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.

V. 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, 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 the Agreement, as amended.

VI. 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 hereto. 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.

VII. 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.

VIII. SEVERABILITY

If any provision of this Amendment is held invalid, the remainder of the Amended Agreement shall not be affected thereby, and all other parts of this Amendment shall nevertheless be in full force and effect.

IX. 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. 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.

X. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: 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;

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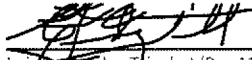
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dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

IN WITNESS THEREOF the Parties here to executive this Amendment C in San Juan, Puerto Rico, on the above written date.

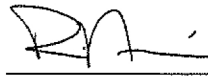
DEPARTMENT OF HOUSING

**INFORMATION TECHNOLOGY
DEVELOPERS GROUP, INC**



Luis C. Fernández Trinchet (Dec 11, 2020 16:09 AST)

Luis C. Fernández Trinchet, Esq., CFA
Secretary



Robert E. Negrón Meléndez
President and CEO
DUNS Number: 833247013

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Exhibit 1



ESTIMATE

María I. Lefebre-Llavona, J.D.
 Director of Operations
 CDBG-DR Program
 Department of Housing - Government of Puerto Rico

Estimate No. 963-202010-02
 Date 28-Oct-2020

Project: WEBSITE DEVELOPMENT AND MAINTENANCE SERVICES
 Under the COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR-RFP-2018-06)
Current Contract Number: 2020-DR0009



Tasks Description

Rate Costs

For additional hours required to continue with the support related to the design, development, and implementation of the requested changes to the CDBG-DR web portal:

Project Manager (Estimated required support hours per month - 120)	\$65.00	\$7,800.00
Website Designer (Estimated required support hours per month - 110)	\$65.00	\$7,150.00
Website Developer (Estimated required support hours per month - 380)	\$65.00	\$24,700.00
Database Administrator (Estimated required support hours per month - 4)	\$52.00	\$208.00

***Estimated resource monthly recurrent costs \$39,858.00**

*Last seven (7) months average CDBG-DR contract invoice amount.

Additional estimated monthly costs to support security upgrades implementations and testing on the CDBG-DR web Portal core platform (24 hours) \$1,560.00

Estimated monthly recurrent total costs for Allowance for Website Additional Services \$41,418.00

Number of remaining months to complete the original contract duration: Twenty-two (22) months

Estimated required total costs \$911,196.00

Minus the remaining budget as of September 30, 2020 \$ (96,167.50)

Additional estimated budget required for the Allowance the CDBG-DR Website Additional Services for twenty-two (22) months: \$815,028.50

Puerto Rico Department of Housing will take the steps necessary to ensure any appropriations, budgetary or otherwise, needed to make all payments as and when due as aforementioned, as well as any Change Orders in place. Payment will be made to Information Technology Developers Group, Inc. by no later than thirty (30) calendar days of submitting each invoice.

If you have any questions concerning this quotation please contact us.
 Thanks for doing business with us.

Sincerely,

Robert E. Negrón
 President & CEO

PMB 351, 35 Juan C. Borbon STE 67, Guaynabo, PR 00969-5375
 (787) 272-4911 email: accounting@itdgpr.com









Amendment C to Information Technology Developers Group, Inc

Final Audit Report

2020-12-11

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