



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment A

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

### AMENDMENT A TO THE AGREEMENT FOR LEGAL CONSULTING SERVICES FOR COMMERCIAL TRANSACTIONS AND CONSTRUCTION DEVELOPMENTS

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND

VIDAL NIEVES & BAUZÁ LLC

Contract No. 2023-DR0010

Amendment A Contract No. 2023-DR0010A



This **AMENDMENT A TO THE AGREEMENT FOR LEGAL CONSULTING SERVICES FOR COMMERCIAL TRANSACTIONS AND CONSTRUCTION DEVELOPMENTS (Amendment A or Amendment)** is entered into in San Juan, Puerto Rico, this 4 day of August, 2023, 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 **VIDAL NIEVES & BAUZÁ LLC (CONTRACTOR)**, a for profit domestic Limited Liability Company organized under the laws of Puerto Rico with principal offices in T-Mobile Center, B7 Tabonuco Street, Suite 1108, Guaynabo, Puerto Rico, herein represented by Pedro J. Nieves Miranda, attorney, of legal age, married, and resident of Guaynabo, Puerto Rico, in his capacity as Partner, duly authorized by Resolution by the CONTRACTOR; collectively, the "**Parties**".

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on August 17, 2022, the PRDOH and the CONTRACTOR entered into an Agreement for Legal Consulting Services for Commercial Transactions and Construction Developments, registered under Contract No. 2023-DR0010, for a maximum amount not to exceed **ONE HUNDRED FIFTY-FOUR THOUSAND FORTY DOLLARS (\$154,040.00)** from **Account Numbers: r02e24edi-ppp-lm 6090-01-000 and r02e24edi-ppp-un 6090-01-000**, ending on August 17, 2023 (**Agreement**).

**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**, 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:

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## 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 exhibits, shall continue to be in full force and effect.

## III. SCOPE OF AMENDMENT

PRDOH has determined to extend the term of the Agreement by an additional **twelve (12) months** for a total performance period of **twenty-four (24) months**, ending on August 17, 2024, in order to continue receiving the services offered by the CONTRACTOR. Amendment A also modifies **Attachment B** (Scope of Services) and **Attachment G** (Performance Requirements) to include the name and description of the Economic Development Investment Portfolio for Growth-Lifeline Mitigation Program (**IPG-MIT Program**). The IPG-MIT Program was launched as a mitigation-focused extension of the CDBG-DR Program that targets funding for privately owned lifeline infrastructure to support Risk- Based Mitigation Needs. The IPG-MIT Program also considers the changing economic landscape, as benefits of economic recovery efforts tied to hurricanes Irma and María. The IPG-MIT Program provides loans to fund large-scale redevelopment projects that are transformative and create Jobs as well as cascading economic impacts. Projects under the IPG-MIT Program are key to a comprehensive mitigation strategy to enable and nurture strategic growth nodes and strengthen economic vitality.

Moreover, Amendment A incorporates to the Agreement a new attachment named **Attachment C-I** (Cost Form) to increase the Agreement's budget by **ONE HUNDRED FIFTY-FOUR THOUSAND FORTY DOLLARS (\$154,040.00)**, for a total amount of **THREE HUNDRED EIGHT THOUSAND EIGHTY DOLLARS (\$308,080.00)**. The additional budget will solely be used for services to be provided by the CONTRACTOR for the IPG-MIT Program for the performance term of the Agreement once amended. Nevertheless, the budget for the IPG-DR Program will remain the same and, for the convenience of the IPG-DR Program, the CONTRACTOR will have an additional **twelve (12) months** to perform the services with the remaining balance. Hence, the remaining balance for the IPG-DR Program will cover the performance period resulting from this Amendment A.

Lastly, **Attachment F** (Contractor Certification) is being replaced by an updated version and a new attachment named **Attachment H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement.

## IV. AMENDMENTS

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

### I. TYPE OF CONTRACT

**Contract Type:** This is an hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on **Attachment C** (Cost Form), **Attachment C-I** (Cost Form) 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:

<b>Attachment A</b>	Contractor's Proposal
<b>Attachment B</b>	Scope of Services

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<b>Attachment C</b>	Cost Form
<b>Attachment C-I</b>	Cost Form
<b>Attachment D</b>	Insurance Requirements
<b>Attachment E</b>	HUD General Provisions
<b>Attachment F</b>	Contractor Certification Requirement
<b>Attachment G</b>	Performance Requirements
<b>Attachment H</b>	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 II. TERM OF AGREEMENT** as follows:

**A.** This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The Term of this Agreement, as modified by Amendment A, will be for a performance period of **twenty-four (24) months**, ending on **August 17, 2024**.

**B.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

C. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraphs A, B, and C** as follows:

**A.** The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** (Cost Form) and **Attachment C-I** (Cost Form) of this Agreement.

**B.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the terms of this Agreement, a maximum amount not to exceed **THREE HUNDRED EIGHT THOUSAND EIGHTY DOLLARS (\$308,080.00) from Account Numbers: r02e24edi-ppp-lm 6090-01-000; r02e24edi-ppp-un 6090-01-000; mitm10edi-doh-un 4190-10-000; and mitm10edi-doh-un 4190-13-000.**

**C.** Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** (Scope of Services), **Attachment C** (Cost Form), **Attachment C-I** (Cost Form) and **Attachment G** (Performance Requirements).

D. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include new **Paragraph O** as follows:

**O.** Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

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E. The Parties agree to amend **Article XLIII. ORDER OF PRECEDENCE** as follows:

*In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and **Attachment E** (HUD General Provisions), **Attachment B** (Scope of Services), **Attachment C** (Cost Form), **Attachment C-I** (Cost Form), and lastly, **Attachment A** (Contractor's proposal).*

F. The Parties agree to include a new Article, designated as **Article LIII. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**, to the Agreement as follows:

**LIII. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):**

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it does not have a contractual relationship with any entity of the Government of Puerto Rico, other than the PRDOH. 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.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

G. A revised **Attachment B** (Scope of Services) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment B** (Scope of Services) to include the name and description of the IPG-MIT Program. (**Attachment I** of this Amendment A).

H. A new attachment named **Attachment C-I** (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement. **Attachment C-I** (Cost Form) increases the Agreement's budget by **ONE HUNDRED FIFTY-FOUR**

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**THOUSAND FORTY DOLLARS (\$154,040.00)**, for a total amount of **THREE HUNDRED EIGHT THOUSAND EIGHTY DOLLARS (\$308,080.00)**. The additional budget will solely be used for services to be provided by the CONTRACTOR for the IPG-MIT Program for the performance term of the Agreement once amended. Nevertheless, the budget for the IPG-DR Program will remain the same and, for the convenience of the IPG-DR Program, the CONTRACTOR will have an additional **twelve (12) months** to perform the services with the remaining balance. Hence, the remaining balance for the IPG-DR Program will cover the performance period resulting from this Amendment A. (**Attachment II** of this Amendment A).

- I. A revised **Attachment F** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment F** (Contractor Certification). (**Attachment III** of this Amendment A).
- J. A revised **Attachment G** (Performance Requirements) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Performance Requirements) to include the IPG-MIT Program and to make clear that any program included in the CDBG-DR and CDBG-MIT portfolios is eligible for the services covered by the Agreement. (**Attachment IV** of this Amendment A).
- K. A new **Attachment H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement. (**Attachment V** of this Amendment A).

## V. 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.

## 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

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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. CONTROLLER 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.

#### **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.

#### **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. 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.

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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

VIDAL NIEVES & BAUZÁ LLC

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Aug 4, 2023 14:38 EDT)  
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**William O. Rodríguez Rodríguez, Esq.**  
Secretary

PJM  
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**Pedro J. Nieves Miranda, Esq.**  
Partner

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**ATTACHMENT B**  
**SCOPE OF SERVICES**  
**Request for Proposals**  
**Legal Consulting Services**  
**for Commercial Transactions and Construction Developments**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**  
**CDBG-DR-RFP-2022-05**  
**(Revised for Amendment A)**

**1. Introduction and Overview**

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Request for Proposals (**RFP**) to procure Legal Consulting Services for Commercial Transactions and Construction Developments for the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Programs, under the current Action Plan and subsequent action plans, as well as for the future allocation of funds under the CDBG-DR and Community Development Block Grant – Mitigation (**CDBG-MIT**) Programs. PRDOH seeks to select law firms and/or counselors at law to provide legal services to the Economic Development Investment Portfolio for Growth (**IPG**) CDBG-DR Program, the Economic Development Investment Portfolio for Growth-Lifeline Mitigation Program (**IPG-MIT**) CDBG-MIT Program and other CDBG-DR and CDBG-MIT funded programs.

**IPG Program**

The IPG Program will foster both mixed-use, community-based development, as well as major infrastructure improvements supporting economic revitalization for Puerto Rico. The objective of this program is to develop a series of projects across Puerto Rico that result in large-scale commercial or industrial development in a broad-ranging category of activities and that cover a wide variety of economic revitalization initiatives. Projects are encouraged to be developed through public-private partnerships in which CDBG-DR funds are used as leverage for private funds for economic development activities, in concert with governmental or non-governmental organization (NGO) efforts. This may include, but is not limited to the development and/or redevelopment of:

- Commercial developments such as retail facilities including, but not limited to: shopping centers or stores; hotels, shipping distribution centers, or office buildings; Industrial/manufacturing complexes such as factories or industrial parks; and public commercial spaces such as convention centers or parking garages.
- Mixed-use developments, whereby projects will support business opportunities and other economic development in support of housing.
- Infrastructure development to support large economic revitalization activities, including, but not limited to: transportation facilities (new roads, street rehabilitation, sidewalk improvements, streetlights, parking facilities, streetscape improvements, etc.); and water, sewer, and drainage improvements directly supporting an economic revitalization activity.

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### **IPG-MIT Program**

Mitigation is an opportunity for Puerto Rico to change reactive disaster spending toward a data-supported, proactive investment in community resilience. The Risk Assessment completed for the PRDOH CDBG-MIT Action Plan provides a sophisticated, up-to-date evaluation of the most significant weather-related and human-caused risks that threaten Puerto Rico. With the CDBG-MIT allocation, HUD is providing Puerto Rico with a significant opportunity to implement strategic, transformative, and high-impact projects that will strengthen the Island's resilience to future disasters by reducing risks attributable to natural disasters, addressing repetitive property loss, and improving critical infrastructure.

The IPG-MIT Program is a mitigation-focused extension of the CDBG-DR program that targets funding for privately owned lifeline infrastructure to support Risk-Based Mitigation Needs. The IPG-MIT Program also considers the changing economic landscape, as benefits of economic recovery efforts tied to the hurricanes. The IPG-MIT Program will provide loans to fund large-scale redevelopment projects that are transformative and create jobs as well as cascading economic impacts. Projects under the Program are key to a comprehensive mitigation strategy to enable and nurture strategic growth nodes and strengthen economic vitality.

A detailed description of all CDBG-DR and CDBG -MIT Programs is included in the Action Plans approved by HUD. A complete copy of both Action Plans (DR and MIT) are available at <https://www.cdbg-dr.pr.gov/en/action-plan/> and CDBG-MIT Action Plan: Effective on April 19th, 2021 - CDBG, respectively.

The PRDOH anticipates awarding the resultant contract(s) for an initial one (1) year term with a one-year option to renew. All services to be performed as a result of the contract(s) will be issued through task orders.

The scope of services presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the requirements and tasks listed and, if appropriate, add additional requirements and tasks prior to and during the term of the contemplated contract.

## **2. Staff, Services, and Tasks**

The PRDOH is seeking law firms and/or counselors at law with experience and capabilities in commercial transactions and construction developments. This section details the Key Staff that the Selected Proposer(s) must retain in order to support PRDOH with the Legal Consulting Services in the administration of CDBG-DR and CDBG-MIT Programs. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Key Staff.

### **2.1. Staff Requirements**

The Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under the legal consulting services contract. PRDOH expects the Selected Proposer(s) to provide competent and fully qualified staff that is authorized or permitted under federal, state, and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

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2.1.1. Staff Experience and Qualifications

The Proposer(s) shall provide detailed information about the experience, capacity, and qualifications through its organization and/or those of its staff members in circumstances where legal consulting services are required on behalf and representation of the PRDOH.

The Proposer should demonstrate that its staff (and/or subcontractor's staff) have the necessary experience and knowledge to successfully implement and perform the services herein included.

2.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any legal consulting service required or work on the CDBG-DR and/or MIT Programs. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role, and responsibilities of each person on the project, name of the resource or subcontractor, and résumé or professional information. When applicable, the Proposer should include a good standing certification from the higher-level court that each staff member is admitted to. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain the agreed-upon service levels throughout the life of the Program. Proposer shall specifically identify people currently employed by the Proposer who will serve as Key Staff.

Proposer shall have one or more of the following key staff available for the assignment, depending on the areas of practice and its requirements:

Table 1. Key Staff

Key Staff	Requirements for the Position	Roles & Responsibilities of the Position
Senior Attorney	<div>+ Must have <b>ten (10) years</b> of experience practicing law in local and/or federal forums, in commercial transactions and construction developments.</div> <div>+ Must have <b>five (5) years</b> of proven experience with complex real estate transactions.</div> <div>+ Must have <b>five (5) years</b> of proven experience in drafting master commercial loan and construction loan closing legal documentation pursuant to Puerto Rico laws, including but not limited to loan agreements, deeds, instruments and documentation necessary to perfect liens over personal and commercial properties.</div> <div>+ Must have <b>five (5) years</b> of proven experience in analysis of contracts, agreements, and similar documents to ensure full compliance with loan approval terms and conditions.</div> <div>+ Must be an Attorney at Law in good standing and authorized to practice law before the Supreme Court of Puerto Rico.</div> <div>+ Active Notary Public</div> <div>+ Experience in Government Services, Government Agencies, and governmental regulators.</div> <div>+ Exceptional legal drafting skills</div>	<div>+ Provide specialized legal counsel and strategic guidance to senior and executive-level management in commercial and real estate transactions and construction developments.</div> <div>+ Oversees the operational planning of the contract, establishment, execution, and evaluates the activities to be delegated to other attorneys.</div> <div>+ Serves as the Point of Contact (POC) and liaison with PRDOH on operational matters.</div> <div>+ Appear before local and/or federal, courts and/or administrative forums, in the representation of PRDOH, if requested.</div>

Key Staff	Requirements for the Position	Roles & Responsibilities of the Position
<b>Associate Attorney</b>	<ul style="list-style-type: none"><li>+ Must have <b>five (5) years</b> of experience practicing law in local and/or federal forums depending on the area of practice.</li><li>+ Must have <b>three (3) years</b> of proven experience with complex real estate and commercial transactions.</li><li>+ Must have <b>three (3) years</b> of proven experience in drafting master commercial loan and construction loan closing legal documentation pursuant to Puerto Rico laws, including but not limited to loan agreements, deeds, instruments and documentation necessary to perfect liens over personal and commercial properties.</li><li>+ Must have <b>three (3) years</b> of proven experience in analysis of contracts, agreements, and similar documents to ensure full compliance with loan approval terms and conditions.</li><li>+ Vast experience in applying written law.</li><li>+ Exceptional legal drafting skills.</li><li>+ Must be an Attorney at Law in good standing with the Supreme Court of Puerto Rico. It is highly recommended to be an active Notary Public.</li></ul>	<ul style="list-style-type: none"><li>+ Prepares and drafts documents, briefs, and memoranda of law related to commercial loan and construction loan closing legal documentation.</li><li>+ Interprets and applies legislation, case law, and decisions.</li><li>+ Directs information for legal research.</li><li>+ Manages monthly status reports to PRDOH.</li><li>+ Possibility to be designated as Notary Public for the commercial loan and construction loan closings.</li></ul>
<b>Junior Attorney</b>	<ul style="list-style-type: none"><li>+ Must have <b>one (1) year</b> of experience practicing law in the local forums. Federal practice experience is a plus.</li><li>+ Exceptional legal drafting skills</li><li>+ Must be a licensed Attorney at Law in good standing with the Supreme Court of Puerto Rico.</li><li>+ It is highly recommended to be an active Notary Public.</li></ul>	<ul style="list-style-type: none"><li>+ Assists in the preparation and drafting of legal documents and memoranda.</li><li>+ Responsible for legal research and knowledge of the decisions and statutes of the matter under review.</li><li>+ Possibility to be designated as Notary Public for the commercial loan and construction loan closings.</li></ul>

**3. Legal Services Requirements**

The Proposer(s) shall be able to provide legal services related to IPG Program, the Economic Development Portfolio, IPG-MIT, and other CDBG-DR and CDBG-MIT funded programs on an as-needed basis.

**3.1. Services**

The following is a non-exhaustive list of the services the Legal Counsel could be performing:

- Perform review and analysis of complex real estate transactions.
- Make recommendations of possible courses of action to be taken in connection with the analysis of complex real estate transactions necessary to complete loan closings.
- Draft master commercial loan and construction loan closing legal documentation.
- Analysis and review of Uniform Commercial Code (UCC) search reports and similar documents pertaining to liens over personal property to be perfected as part of the commercial and construction loans transactions under the Program.
- Provide legal counsel related to the Registry of Commercial Transactions documentation necessary to perfect liens over personal property pursuant to closing legal documents consistent with loan approval terms and conditions, Program Guidelines, and applicable Federal Laws, Rules, and Regulations.

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- Provide legal counsel related to real estate properties' tax status at the Puerto Rico Internal Revenue Collections Center (CRIM, for its Spanish language acronym).
- Make recommendations to solve any issues regarding real estate properties' tax status in the CRIM.
- Provide legal counsel related to title search reports, title policies, and similar documents pertaining to liens to be perfected as part of the commercial and construction loans transactions under the Program.
- Provide legal counsel related to the Registry of Property deeds and related documents necessary to perfect mortgage and other liens in real property pursuant to closing legal documents.
- Recommend alternatives under different legal scenarios in connection with the analysis and perfection of liens over real estate for transactions necessary to complete loan closings.
- Serve as Notary Public for the commercial loan and construction loan closings, as requested by PRDOH.
- Review and analysis of contracts, agreements, and similar documents to ensure full compliance with loan approval terms and conditions, Program Guidelines, and applicable Federal Laws, Rules, and Regulations.
- Assist in the drafting and/or provide legal counsel related to deeds or necessary instruments on real property owned by PRDOH or any other governmental agency based upon the applicable laws and regulations.
- Assist in the drafting and/or provide legal counsel related to necessary documents for registration of the real property in the Puerto Rico Property Registry.
- Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the PRDOH.
- Any other legal advice, as needed.

### **3.2. Additional Services (Allowances)**

The Selected Proposer may be required to perform additional related Legal Consulting Services for Commercial Transactions and Construction Developments for the CDBG-DR and CDBG-MIT programs portfolio as per PRDOH's request. When required, the Proposer must provide information and costs regarding the services and submit a Request for Authorization (RFA) for the approval of the PRDOH to authorize the use of the allowance prior execution of the work or expense.

Also, the Legal Consulting Services for Commercial Transactions and Construction Developments may require the Selected Proposer to sub-contract specialized services. In that event, the Selected Proposer must submit a list of the specialized services to be sub-contracted among those listed below. The information should include a brief information about the services contained within, name of the resource or subcontractor, résumé or professional information and rate per hour or per task, as applicable.

Whenever a specialized service will be used, the Selected Proposer will submit to the PRDOH an RFA, which includes the justification and costs for the services to be subcontracted or performed by the Selected Proposer. The costs for specialized services on as-needed basis will be covered by the contract's allowance, after the RFA is approved by PRDOH. Since the costs for specialized services will be paid from an allowance, if needed and after approval, the

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Selected Proposer shall not include any amount for specialized services in its Cost Proposal in response to this RFP.

The following services/costs, but not limited to, are considered specialized (this is not an all-inclusive list):

- Stamps and vouchers
- Presentation of documents in "Registro de la Propiedad de Puerto Rico"
- Recording Fee
- Other services/costs as determined by PRDOH

#### 4. Deliverables

At a minimum, the key deliverables to be produced through this RFP shall include such items as:

- Timely addressing of Specific Legal Consulting Services as defined in **Section 3** of this document.
- Proposer(s) shall be prepared to submit detailed billing statements for all services billed. The cost of online legal research engines and any other software platform used by Proposer to provide the requested services cannot be transferred or billed to PRDOH.
- Proposer(s) shall also submit monthly reports including summaries of work performed on services with all necessary backup documentation.
- Finished services shall be delivered as instructed by PRDOH when they are assigned.
- Master commercial loan and construction loan drafts.
- Any other document, report, presentation, template or service as may be required by the PRDOH.

#### 5. Response Requirements

In response to this Solicitation, Proposers should return the entire completed Proposal Submission package. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The Proposal shall be written quite detailed to permit the PRDOH to conduct a meaningful evaluation of the qualifications. However, overly elaborate responses are not requested or desired.

**NOTE:** FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING PURCHASE ORDER IF DISCOVERED AFTER AWARD.

#### 6. SAM Registry

Proposers must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal 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 which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

#### 7. PRDOH's Reservation of Rights

The PRDOH reserves the right, without limitations, to:

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- (i) Reject any or all Proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposal and/or Proposal offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- (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 Proposers to determine the level of responsibility.
- (vii) To contact any individuals, entities, or organizations that have had a business relationship with the Proposer, regardless of their inclusion in the reference section of the Proposal submittal.
- (viii) To contract with one or more Selected Proposers for Legal Consulting Services as a result of the award or the cancellation of this RFP.

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The Proposer shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

#### **END OF SCOPE OF SERVICES**



ATTACHMENT C  
COST FORM  
Request for Proposals  
Legal Consulting Services  
Commercial Transactions and Construction Developments  
Community Development Block Grant - Disaster Recovery  
Community Development Block Grant - Mitigation  
Puerto Rico Department of Housing  
CDBG-DR-RFP-2022-05  
(Revised for Amendment A)

Name of Proposer Vidal, Nieves & Bauzá, LLC

Table 1: IPG-DR Budget

Position	Qty. of Resources [A]	Max. Hours per Month [B]	Rate per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Senior Attorney	1	20	\$ 204.00	\$ 4,080.00
Associate Attorney	1	25	\$ 149.00	\$ 3,725.00
Junior Attorney	1	35	\$ 114.00	\$ 3,990.00
Total Cost per Month				\$ 11,795.00
Total Allowance				\$ 12,500.00
Total Cost of Services for IPG-DR				\$ 154,040.00

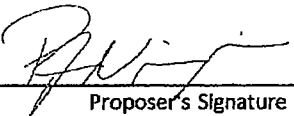
Table 2: IPG-MIT Budget

Position	Qty. of Resources [A]	Max. Hours per Month [B]	Rate per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Senior Attorney	1	20	\$ 204.00	\$ 4,080.00
Associate Attorney	1	25	\$ 149.00	\$ 3,725.00
Junior Attorney	1	35	\$ 114.00	\$ 3,990.00
Total Cost per Month				\$ 11,795.00
Total Allowance				\$ 12,500.00
Total Cost of Services for IPG-MIT				\$ 154,040.00

Notes on Proposal Cost

- 1) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is an approximate of the amount stated in the estimate. The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.
- 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) Services will be provided according to the existing need, in alignment with the Scope of Services and never exceeding the allowable funds for these services.
- 5) This Allowance is not to be considered overhead and profit fees.
- 6) The Total Cost of Services indicated herein for each Program is assigned for the duration of the Contract performance term, as amended.

  
\_\_\_\_\_  
Proposer's Signature

Pedro J. Nieves-Miranda  
\_\_\_\_\_  
Proposer's Printed Name

VII-17-2023  
\_\_\_\_\_  
Date

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# ATTACHMENT E

## CONTRACTOR CERTIFICATION REQUIREMENT

### VIDAL, NIEVES & BAUZÁ, LLC

#### I. Contractor (or Subrecipient) Certification Requirement:

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

No subcontractors are expected to be engaged under this contract.

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

<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.

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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: Puerto Rico Department of Housing.<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.
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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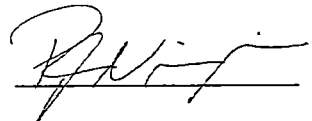
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The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

**"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."**

By: Pedro J. Nieves-Miranda

Position: Partner

Signature: 

Date: July 24, 2023

<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 PERFORMANCE REQUIREMENTS

Performance requirements included in this document will apply to the **CONTRACTOR** and any subcontractor, according to the contract, performing tasks for any program under the CDBG-DR and CDBG-MIT portfolios.

### I. Tasks Assignments

The interpretation of legal matters and compliance under the CDBG-DR and CDBG-MIT Programs require specialization in the field. Further, the IPG and IPG-MIT Programs require the drafting of loan closing legal documentation that addresses complex real estate, commercial lending issues. Legal documentation that will be used in the IPG loan closings must adequately protect Programs' interests, including but not limited perfection of liens consistent with approved terms and conditions as well as inclusion of all applicable HUD, CDBG-DR and CDBG-MIT federal and state compliance clauses. Also, the aforementioned loans closing legal documentation will be based on the Award Notification letter to be issued to Awardees. Accordingly, the drafting of the Award Notification letter requires specialized legal knowledge that integrates commercial lending, real estate as well as HUD, CDBG-DR and CDBG-MIT applicable regulations. The hiring of external law firms for the drafting of the Award Notification letter and the legal documentation that will be used in the IPG and IPG-MIT Programs loan closings as well as certain consultations regarding complex real estate, permits and commercial lending matters is imperative. The IPG and IPG-MIT funding awarding is based on a competitive case by case basis evaluation process. Hence, the information and communications received at every stage of the process is confidential. The **CONTRACTOR** shall take all measures and implement all controls that are necessary to maintain the information received at a confidential level and available only to the personnel directly working in every IPG or IPG-MIT Program case. The **CONTRACTOR** shall be bound by a strict code of ethics to preserve and protect both the established federal laws, rules, and regulations pertaining to CDBG-DR and CDBG-MIT Programs.

The **CONTRACTOR** will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The PRDOH reserves the right to retain some of these tasks internally. The **CONTRACTOR** will have the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH related to HUD, CDBG-DR, CDBG-MIT, federal laws and regulations, as applicable to loans funded under the IPG or IPG-

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MIT Program.

The **CONTRACTOR** is expected to provide counsel and support related actions at the direction of PRDOH in order to support administrative and programmatic compliance, minimize administrative burdens, avoid legal vulnerabilities, and vigorously defend the position of PRDOH in any allegation of discrimination or other HUD, CDBG-DR, CDBG-MIT, federal laws and regulations compliance violations. The **CONTRACTOR** will be responsible for the following:

- Provide counsel on the development, review, and implementation of administrative and programmatic documents to ensure compliance with HUD, CDBG-DR, CDBG-MIT and federal laws and regulations;
- Interface with PRDOH, IPG Program and/or IPG-MIT Program loan Awardees on matters as required and necessary on behalf of PRDOH, including but not limited to reviewing and responding to requests for information, reviewing and responding to inquiries and comments associated with the IPG or IPG-MIT loan approved terms and conditions set forth in the Award Notification letter and included within the loan closing legal documents, preparing briefs, memorandums, analyzing data, and providing guidance on strategy to PRDOH;
- Advise PRDOH on appropriate recordkeeping and documentation of actions and communications to ensure a substantive and effective defense to any allegations of civil rights-related non-compliance.
- Prepare responses and related deliverables to any legal action taken by any entity against PRDOH regarding any IPG Program determination;
- Notify PRDOH in writing of any actual or potential conflict of interest within **twenty-four (24) hours** of the moment the **CONTRACTOR** becomes aware.
- When providing closing or notarial services, take all necessary measures to ensure that no actual or apparent conflict of interest among the **CONTRACTOR's** staff arises (Chinese wall doctrine);
- Specific tasks include:
  - Perform review and analysis of complex real estate transactions.
  - Make recommendations of possible courses of action to be taken in connection with the analysis of complex real estate transactions necessary to complete loan closings.
  - Draft master commercial loan, construction and other commercial loan closing legal documentation including but not limited to intercreditor agreements, deeds and other legal documentation.
  - Analysis and review of Uniform Commercial Code (**UCC**) search reports and similar documents pertaining to liens over personal property to be perfected as part of the commercial and construction loans transactions under the Program.
  - Provide legal counsel related to the Registry of Commercial Transactions documentation necessary to perfect liens over

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personal property pursuant to closing legal documents consistent with loan approval terms and conditions, Program Guidelines, and applicable Federal Laws, Rules, and Regulations.

- Provide legal counsel related to real estate properties' tax status at the Puerto Rico Internal Revenue Collections Center (**CRIM** for its Spanish language acronym).
- Make recommendations to solve any issues regarding real estate properties' tax status in the CRIM, or any other administrative forum or court;
- Provide legal counsel related to title search reports, title policies, and similar documents pertaining to liens to be perfected as part of the commercial and construction loans transactions under the Program;
- Provide legal counsel related to the Registry of Property deeds and related documents necessary to perfect mortgage and other liens in real property pursuant to closing legal documents;
- Recommend alternatives under different legal scenarios in connection with the analysis and perfection of liens over real estate for transactions necessary to complete loan closings;
- Serve as Notary Public for the commercial loan and construction loan closings, as requested by PRDOH;
- Review and analysis of contracts, agreements, and similar documents to ensure full compliance with loan approval terms and conditions, Program Guidelines, and applicable Federal Laws, Rules, and Regulations;
- Assist in the drafting and/or provide legal counsel related to deeds or necessary instruments on real property owned by PRDOH or any other governmental agency based upon the applicable laws and regulations;
- Assist in the drafting and/or provide legal counsel related to necessary documents for registration of the real property in the Puerto Rico Property Registry.
- Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the PRDOH;
- Any other legal advice, as needed; and,
- Take any other formal actions as directed by PRDOH.

Above all requirements, the contract will be based on specific task orders requested by PRDOH.

## II. Staff Requirements

The **CONTRACTOR** shall have or will secure, at its own expense, all personnel required in performing the services under this contract. The **CONTRACTOR** is expected to

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provide competent and fully qualified key staff and personnel that are authorized or permitted under federal, state and local law to perform the Scope of Services (**Attachment C**) under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

### III. Meetings

The PRDOH's Legal Division may schedule periodic meetings with the **CONTRACTOR** to discuss task status, compliance with contract terms and timely completion of the required tasks, among other matters. The PRDOH's Legal Division may also require the presence (or attendance) of any **CONTRACTOR** or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

### IV. Deliverables

At a minimum, the key deliverables to be produced through this contract shall include such items as:

- Timely addressing of Specific Legal Consulting Services as defined in Section I of this document.
- **CONTRACTOR** shall be prepared to submit detailed billing statements for all services billed. The cost of online legal research engines and any other software platform used by **CONTRACTOR** to provide the requested services cannot be transferred or billed to PRDOH.
- **CONTRACTOR** shall also submit monthly reports including summaries of work performed on services with all necessary backup documentation.
- Finished services shall be delivered as instructed by PRDOH when they are assigned.
- Master commercial loan and construction loan drafts.
- Any other document, report, presentation, template, or service as may be required by the PRDOH.

**END OF DOCUMENT**

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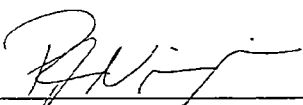


**ATTACHMENT H**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**VIDAL, NIEVES & BAUZÁ, LLC**

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.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

  
Signature

Pedro J. Nieves-Miranda  
Printed Name

July 24, 2023  
Date

Partner  
Position