



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

**AMENDMENT B 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 B Contract No. 2023-DR0010B**



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This **AMENDMENT B TO THE AGREEMENT FOR LEGAL CONSULTING SERVICES FOR COMMERCIAL TRANSACTIONS AND CONSTRUCTION DEVELOPMENT (Amendment B or Amendment)** is entered into in San Juan, Puerto Rico, this 20 of December, 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 "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 **VIDAL NIEVES & BAUZÁ LLC (CONTRACTOR)**, with principal offices in T-Mobile Center, B7 Tabonuco Street, Suite 1108, Guaynabo, Puerto Rico, herein represented by Pedro J. Nieves Miranda, in his capacity as Manager, of legal age, married, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution issue on July 24, 2023; 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 6090-60-000** and **r02e24edi-ppp-un 6090-60-000**, 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, the Agreement was amended on August 4, 2023, through Amendment A, registered as Contract No. 2023-DR0010A, to add funds for the Economic Development Investment Portfolio for Growth-Lifeline Mitigation Program (IPG-MIT) CDBG-MIT Program. The budget was increased to **THREE HUNDRED EIGHT THOUSAND EIGHTY DOLLARS (\$308,080.00)**, equally distributed between both programs. Also, the term of the Agreement was extended by twelve (**12**) months; thus, the contract expiration date is August 17, 2024.

WHEREAS, on November 14, 2023, the Procurement Division conducted a Price Reasonableness Analysis for this Amendment B. The amount of Proposed Amendment B, will increase the current total budget for the Agreement by 42.11%, for a new total budget of **FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$437,825.00)**. Taking into consideration that the IPG-DR Program lost half of its providers for the referred services and that there are no modifications to the rates per

hour for all staff positions, or to the Allowance for IPG-DR, nor the funds assigned to the IPG-MIT Program, the Procurement Division determined that the increase in budget might be deemed reasonable.

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

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

III. SCOPE OF AMENDMENT

PRDOH has identified the need to amend the Agreement to increase funds for the IPG-DR Program to allow for the continuance of services. The level of effort required from the Contractor has increased after the contracts with two (2) of the original four (4) providers were terminated. Therefore, the IPG-DR Program requests to increase the assigned funds by **ONE HUNDRED TWENTY-NINE THOUSAND SEVENTY HUNDRED FORTY-FIVE DOLLARS (\$129,745.00)**. This amount was calculated by multiplying the Total Cost per Month (see Table 1) by the remaining eleven (11) months in the Agreement. The allowance for IPG-DR will not be modified, nor will the funds assigned to the IPG-MIT Program. The term of the Agreement will remain the same.

Therefore, through Amendment B PRDOH intends to increase the budget for the IPG-DR Program for a new total of **TWO HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$283,785.00)**, to be distributed as indicated below. Hence, the new total budget Agreement will be **FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$437,825.00)**. The allocation of funds will be distributed as follows:

Table 1: IPG-DR Budget

Position	Qty. of Resources (A)	Max. Hours per Months (B)	Rate per Hour (C)	Max. Monthly Cost [D=(AxB)xC]
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				\$283,785.00

Table 1: IPG-MIT Budget

Position	Qty. of Resources (A)	Max. Hours per Months (B)	Rate per Hour (C)	Max. Monthly Cost [D=(AxB)xC]
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				\$154,040.00


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This Amendment B does not modify the hourly rate.

As a result, Amendment B incorporates into the Agreement a new attachment named **Attachment C-II** (Cost Form) to increase the Agreement budget. The Amendment B shall not alter the term of the contract. Finally, **Attachment F** (Contractor Certification) is being replaced with an updated version and a new **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:

Contract Type: This is a fixed fee and 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), **Attachment C-II** (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:

Attachment A	Contractor's Proposal
Attachment B	Scope of Services
Attachment C	Cost Form
Attachment C-I	Cost Form
Attachment C-II	Cost Form
Attachment D	Insurance Requirements
Attachment E	HUD General Provisions
Attachment F	Contractor Certification Requirement
Attachment G	Performance Requirements
Attachment H	Non-Conflict of Interest Certification

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

B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, 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)**, **Attachment C-I (Cost Form)** and **Attachment C-II (Cost Form)** of this Agreement.

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$437,825.00)**; Account Numbers: r02e24edi-ppp-lm and r02e24edi-ppp-un from 6090-01-000; mitm10edi-doh-un from 4190-10-000; mitm10edi-doh-un from 4190-13-000; r02e24edi-ppp-lm, r02e24edi-ppp-lm, r02e24edi-ppp-lm from 4190-10-000; r02e24edi-ppp-un, r02e24edi-ppp-un, r02e24edi-ppp-un from 4190-10-000.

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)**, **Attachment C-II (Cost Form)**, and **Attachment G (Performance Requirements)**.

C. The Parties agree to amend **Article XVII. FORCE MAJEURE**, as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than thirty (30) days, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

D. The Parties agree to amend **Article XXII. SUBCONTRACTS, Paragraph E** as follows:

E. Notification: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment F (Contractor Certification Requirement)**. The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed


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to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

- E. The Parties agree to amend **Article XXVII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- F. 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 specially 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), **Attachment C-II** (Cost Form), and lastly, **Attachment A** (Contractor's proposal).*

- G. A new named **Attachment C-II** (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement. **Attachment C-II** (Cost Form) increases the Agreement's budget by **ONE HUNDRED TWENTY-NINE THOUSAND SEVENTY HUNDRED FORTY-FIVE DOLLARS (\$129, 745.00)**, for a total amount of **FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$437,825.00)**. (**Attachment I** of this Amendment B).
- I. A revised **Attachment F** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment F** (Contractor Certification Requirement). (**Attachment II** of this Amendment B).
- J. **Attachment H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement. (**Attachment III** of this Agreement B).

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 administration 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


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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.


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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, 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. 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.

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 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.

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

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PUERTO RICO DEPARTMENT OF HOUSING

VIDAL NIEVES & BAUZÁ LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 20, 2023 19:21 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

PJM
Pedro J. Nieves Miranda
Manager



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT I

ATTACHMENT C-II 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 B)

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				\$ 283,785.00

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

- 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.
- 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.
- 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.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

- 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

November 29, 2023

Date

Pedro J. Nieves Miranda

Proposer's Printed Name

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ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT

VIDAL, NIEVES & BAUZÁ, LLC

I. Contractor (or Subrecipient) Certification Requirement:

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

None.

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 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

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.

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.⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

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

By: Pedro J. Nieves Miranda

Position: Managing Partner

Signature: 

Date: 12/14/2023

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

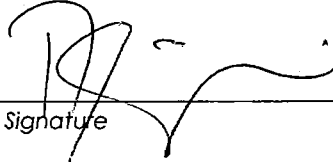
VIDAL, NIEVES & BAUZÁ, LLC

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.

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."



Signature

12/14/2023

Date

Pedro J. Nieves Miranda

Printed Name

Managing Partner

Position