



GOVERNMENT OF PUERTO RICO  
Department of Health  
Auction Office

## **REQUEST FOR PROPOSALS**

### **RFP-SP-2023-2024-015-DS**

**Design and Construction Management Services for Wind  
Retrofit Elements (Windows, Exterior Doors, and Roof  
Impermeabilization System)**

**FEMA DISASTER 4339**

## **REQUEST FOR PROPOSAL CHECKLIST**

March 13, 2024

Instructions: Please complete this checklist to assure submission of individual items. Use this list prior to binding and submission. Proponent shall initial on the left side of each item confirming its inclusion in the REQUEST FOR PROPOSAL. **For submission, every section of every document must be completed in its entirety.**

<b>Proponent's Initials</b>	<b>Item No.</b>	<b>Attachment No.</b>	<b>Document Description</b>
	1	-	Proponent Cover Letter
	2		Corporate Resolution that evidences documents are signed by an authorized representative of Proponent
	3	-	RFP Checklist included
	4	-	Proponent Experience - detailed description of experience with and execution on similar projects
	5	-	CV/Resumes and copy of Architect and/or Engineering professional licenses for Key Personnel
	6	-	Proponent Qualifications – Key Personnel experience, project role, and organization chart. Highlight experience with Stafford Act Section 404 projects.
	7	-	Detailed Execution Plan and Schedule
	8	A	Cost Schedule Form (Base and Additional Services)
	9	B	Evidence of RUP/RUL eligibility to date (Mandatory)
	10	-	SAM (formerly DUNS) and Cage Number
	11	C	Byrd Anti-Lobbying Certification
	12	-	Good Standing Certification
	13	-	Certification of Incorporation or Partnership or Joint Venture
	14	D	Acknowledge Receipt of Agenda
	15	E	Sworn Statement Law 2-2018
	16	F	Limited Denial of Participation (LDP) / Suspension or Debarment Status Affidavit
	17	G	Certification Indicating No Construction or Design-Build Contracts
	18	H	Non-Collusive Affidavit
	19	-	Professional Liability Insurance (minimum \$100,000)
	20	-	Evidence of affirmative actions to comply with small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms.
	21	-	Audited Financial Statement (Last two calendar years. Applicable to prime contractor and subcontractors.)
	22	-	Line of Credit Certification (Original bank letter certifying available credit.)
	23	I	Pending Litigation and No-Bankruptcy Sworn Statement

Signed:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proponent Name

## **Request for Proposals (RFP)**

### **Design and Construction Management Services for Window, Door, and Roof Impermeabilization System Retrofit**

The Puerto Rico Department of Health (PRDOH) is seeking Proposals from qualified individuals, firms, and organizations (Proponent) to provide Architectural and Engineering (A&E) services for Hospital Universitario de Adultos (UDH), part of the Puerto Rico Department of Health. Specifically, the Selected Proponent will perform an analysis of the building windows, external doors, and roof impermeabilization system including all its elements and develop design and method of repair alternatives and cost estimates to replace all units with wind- and water-resistant models, complying with current state and federal codes.

The Selected Proponent will also develop an Implementation Logistics Plan in collaboration with the UDH Administration that enables construction implementation to take place alongside ongoing hospital operations, with minimal disruption of hospital services. Finally, the Selected Proponent will be available during project construction to ensure design implementation.

A combination of federal and local funds will be used to execute the works included herein. Federal government funds are made accessible through the Federal Emergency Management Agency (FEMA) and the Community Development Block Grant Disaster Recovery Program (CDBG-DR), among any others. FEMA funds will be associated to disaster 4339-DR-PR.

**Period of Performance:** The term of the work for this project is a maximum of 9 months subject to formalization of an agreement between the PRDOH and the Selected Proponent.

Questions or requests for information must be directed to:

NAME: Denisse Marrero

TITLE: Auction Director

E-MAIL: [subastas@salud.pr.gov](mailto:subastas@salud.pr.gov)

PHONE: 787-765-2929, ext. 4475, 4415

Proposals must be submitted original with two (2) hard copies and one (1) digital copy in a USB device. **Deadline for submission of proposals is April 12, 2024, at 12:00 p.m. Department of Health Auction Office, Building H, Office 223, Second floor.**

PRDOH encourages Proponents to participate in this RFP process. An announcement will be published in a newspaper of major circulation. In addition, an RFP public announcement will also be available at the Puerto Rico Department of Health main web page <https://www.salud.gov.pr>. Documentation can be accessed directly via the following link <https://www.salud.gov.pr>.

## Table of Contents

<b>Section</b>	<b>Title</b>	<b>Page Number</b>
I	Background and Legal Basis	6
II	Project Overview	6
III	Scope of Work	7
IV	Proposal Overview	10
V	Adjudication Process	13
VI	Insurance Requirements	15
VII	Payment Process	15
VIII	Penalties, Liquidated Damages, and Termination	16
IX	FEMA and CDBG-DR General Provisions	17
XI	Exhibits	26
XII	Required Compliance Documents (Attachments A-I)	29

## **1. BACKGROUND AND LEGAL BASIS**

In 2017 Puerto Rico was hit by major Hurricanes Irma and Maria, which caused substantial damage to critical Department of Health facilities, including the Hospital Universitario de Adultos (UDH). This facility is approximately 450,000 square feet and consists of multiple towers and additions with the largest being three six-story concrete structures. The facility was one of the few intensive care hospitals that remained operational throughout the hurricanes. It is a feeder hospital that receives intensive care patients from across Puerto Rico and the Caribbean. According to an assessment by FEMA conducted on 4/21/18, UDH is the only tertiary and supratertiary hospital serving Puerto Rico and the Caribbean; given the aged infrastructure UDH, the FEMA assessment team considered repairs to the facility a high level of priority.

A significant amount of the damaged caused by Hurricane Maria was due to wind driven rains, straight line winds and water intrusions that penetrated the building through vulnerable windows and doors, and the roof impermeabilization membrane damaging the inside structure and property. This RFP seeks a Proponent that will conduct an architectural study of the exterior windows, doors, and roof impermeabilization system and provide a Method of Repair and Cost Estimate report that includes a window, door, and roof impermeabilization system design, cost estimate and submittal for replacements that comply with all applicable building codes. The Selected Proponent will also develop an Implementation Plan.

This RFP was prepared in accordance and compliance with 2 *CFR Part 200 Procurement Standards*; §§ 317-327, *Regulation 9302* dated August 26, 2021 issued by the General Services Administration (ASG) of the Government of Puerto Rico; *Law 38* of June 30, 2017, as amended, known as the “*Government of Puerto Rico Uniform Administrative Procedure Act*” (LPAU, in Spanish); Article 7 of *Regulation 9318*, known as “*Reglamento Uniforme de Compras y Subastas, Obras y Servicios No Profesionales para las Entidades Exentas del Departamento de Salud*” dated October 21, 2021, issued by the Puerto Rico Department of Health; and Administrative Order Number 464 dated September 30, 2020. This process will be an open and competitive one.

The services included here will be provided in accordance and compliance with “*Ley General de Corporaciones*” Act. No. 164 of December 16, 2009, as amended, and “*Ley de la Junta Examinadora de Ingenieros, Arquitectos, Agrimensores y Arquitectos Paisajistas de Puerto Rico*” Act 173 of August 12, 1988, as amended. Both applicable to the practice of Engineering and Architecture.

A combination of federal and local funds will be available to execute the works included herein. Federal government funds will be made available from the Federal Emergency Management Agency (FEMA) and the Community Development Block Grant Disaster Recovery Program (CDBG-DR), among others.

## **2. PROJECT OVERVIEW**

This RFP seeks a Proponent that will conduct an architectural study of the exterior windows, doors, and roof impermeabilization membrane and provide a Method of Repair and Cost Estimate report that includes a window, door, and roof impermeabilization membrane design and submittal for replacements that comply with all applicable building codes.

This facility was built in 1959. It is a 6-story, 450,000 SF building description reinforced concrete building with flat reinforced concrete roof slab and bituminous roof waterproofing membrane. The facility has 1,589 windows and 42 exterior doors, all of which must be replaced according to the Scope of Work herein.

The Selected Proponent will also develop an Implementation Logistics Plan in collaboration with the UDH Administration that enables construction implementation to take place alongside ongoing hospital operations, with minimal disruption of hospital services. Finally, the Selected Proponent will be available during project construction to ensure design implementation.

### **3. SCOPE OF WORK**

#### **3.1. Scope of Work**

##### **3.1.1. Vulnerability Analysis**

The purpose of this RFP is to hire the services of a firm to carry out a vulnerability analysis of the structure, in terms of risks due to wind and rain in the event of an atmospheric disaster similar to Hurricane María. The vulnerability study must be validated, approved, and signed by a licensed professional according to the PR Law (licensed engineer or architect). The study includes but are not limited to identify possible risks, sensitive areas, elements that do not comply with current codes, etc., so that the envelope of the structure resist the loads caused by water and rain forces. As a result, reducing the potential for similar damage to these replaced/repared items (this is the general purpose of FEMA approved mitigation). This vulnerability analysis includes, but is not limited to, recommendations regarding type, material, dimensions, installation methods, cost estimates, design of wind and rain resistant windows, doors, and roof impermeabilization system according to the design parameters indicated in the codes (PRIBC 2018).

##### **3.1.2. Doors, Windows, and Roof Impermeabilization System Design**

1. Analysis of exterior windows and options for replacement, both in the current market or an original design to meet specific needs. The number of windows is 1,589 Ea. Openings Mitigation: Windows and Doors aluminum, commercial grade, stock units, awning type, standard glass, with wind and impact resistant units.
2. Provide a Method of Repair report with recommendations and cost estimate for window solutions that comply with building code, historical preservation requirements, and to address any vulnerabilities identified.
3. Analysis of exterior doors and options for replacement, both in the current market or an original design to meet specific needs. The number of doors is 42 ea., glass, sliding, aluminum, 5/8" tempered insulated glass, with wind and impact resistant units.
4. Provide a Method of Repair report with recommendations and cost estimate for door solutions that comply with building code and to address any vulnerabilities identified.
5. Design of roof impermeabilization system and all its elements (insulation, slope, etc.).
6. Provide a Method of Repair report with recommendations and cost estimate for roof impermeabilization system that complies with building code and to address any vulnerabilities identified.
7. Participate in construction phase to certify design implementations.

8. Coordination and procurement of all pertinent and needed permits.

### **3.1.3. Implementation Logistics Plan**

1. This detailed logistics plan will be developed in conjunction with UDH Administration and will outline how designs and construction will be implemented in order to minimize hospital operations disruption.
2. This plan is part of the Construction Management services. However, it is outlined here as a separate deliverable due to its role and due date in the project process.

## **3.2. Construction Management**

### **3.2.1. General Responsibilities**

The Selected Proponent will have the following general functions and responsibilities:

- Work closely with PRDOH and provide at least one staff member that is a licensed (PE or RA) Project Manager and one logistics professional.
- Provide support for Bid Procurement Process.
- Have full knowledge of:
  - Construction Documents (Construction Drawings and Specifications).
  - All requirements by the Permits and Endorsements regulatory Agencies per project.
  - Knowledge of contract clauses for construction contractor whose work the Selected Proponent will be supervising.
- Participate in weekly meetings or any other meeting requested by PRDOH.
- Record keeping and document control, as specified by PRDOH.
- Prepare progress reports and presentations as requested.

### **3.2.2. Pre-construction Procurement Phase Responsibilities**

The Selected Proponent will work in tandem with PRDOH to ensure that all construction procurement processes for the selected projects are completed successfully within the agreed-upon timeframe. Responsibilities include:

- Prepare Construction Instructions to Bidders (ITB) and submit to PRDOH for completion and compliance. As ITB's are completed, PRDOH will then run the Construction Public Bidding process.
- During the procurement process, the Selected Proponent will evaluate proposals and provide selection recommendations to PRDOH, who will then proceed with the selection and contracting process.
- Prepare all bid requests.
- Assistance and participation in pre-bid meetings, prepared to answer questions from bidders.
- Assistance and participation in site visits of pre-bid project meetings with possible bidders.



- The Selected Proposer will evaluate and process any application of information necessary for the bidders. The proponents' questions must be answered, and recommendations made to PRDOH about the issues. If needed, an Addendum to the bid will communicate this to the bidders as Addendums through PRDOH.
- Analysis and recommendations of bid proposals based on requirements, to be submitted as Recommendation Memorandum for the PRDOH.
- Preparation of Alternate or Improved Project proposals for COR3 and FEMA, as deemed necessary.
- Preparation of Contract Application in PRDOH forms, including all the Annexes necessary so the Legal Division can prepare the Contract.
- Analyze and make recommendations to PRDOH of contractor Performance Schedule and Schedule of Values for payment.

### **3.2.3. Construction Phase Responsibilities**

In the Construction phase, the Selected Proponent will provide direct support to the Disaster Claims Management Office of the Department of Health. F

Responsibilities include:

- Evaluation of submittals and/or construction documents for compliance with Project design concepts, shop and erection drawings submitted by the contractor.
- Participation of site visits.
- Participation of construction meetings.
- Evaluation of scope changes and evaluation of cost analyses.
- Providing support for the evaluation of the Project during the Substantial Completion, Final Completion and Closeout activities of the Project.
- Reviewing for compliance with design concepts, shop and erection drawings submitted by the contractor.
- Reviewing laboratory, shop, and mill test reports on materials and equipment.
- Visiting the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work.
- Issuing instructions for the contractor, issuing necessary interpretation and clarifications of contract documents, evaluation of change orders requiring special inspections and testing of the work, and making recommendations as to the acceptability of the work. Support the Construction Inspector instructions to the Contractor.
- Preparing sketches to resolve problems due to actual field conditions encountered.
- Support the analysis amounts of progress payments due, based on degree of completion of the work, and recommending issuance of construction work payments.
- Observing and assisting performance test and initial operation of the Project.
- Preparing record drawings to include any design changes approved by the professional during the construction phase.
- Making field observations and reporting on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages.

Provide, for each structure incorporating wind retrofit mitigation measures, the following information:

- Justification that the constructed measures meet or exceed the wind-load design requirements for roofs, openings, and load path (i.e., documentation of rating based on windborne debris load calculations)
- A post-construction inspection certification that is signed and sealed by a licensed design professional that post-construction conditions meet or exceed 2018 PRBC / IBC / IEBC requirements.

### **3.3. Codes and Specifications**

#### **3.3.1. Codes**

Doors, windows, and roof impermeabilization system must comply with requirements codes, standards, and specifications in connection with the project, including but not limited to:

- Puerto Rico Building Code of 2018 (2018 PRBC),
- IBC
- IRBC
- NFIP Floodplain Management Regulations outlined in 44 C.F.R 60.3
- ASCE 24
- ASCE
- NFPA 99
- NFPA 101

**3.3.2.** Historic preservation requirements for façade (windows and doors must be of same or similar style to original).

#### **3.3.3. Facility Hazard Data**

Facility Wind Data:

Event Wind Speed

Hurricane María Wind Speed – 131 mph

GM Project 66124 HMP\_Hurricane Maria Event Wind Speed Hazard Mitigation Measure  
Design Wind Speed ASCE-07-2016 Section 1.5.1 Structure Wind Risk Category Risk  
Category: \_\_III\_\_

For municipalities with PRBC 2018 Microzoning Analysis:

Puerto Rico Building Code (PRBC) 2018, Microzone Wind Speed: 181 mph GM Project  
66124 HMP\_Design Wind Speed – Microzone Analysis

Mitigation Design Wind Speed:

Based on the best available data, the mitigation measure will be implemented to protect the facility up to a Design Wind Speed of 180 mph.

## **4. PROPOSAL OVERVIEW**

#### **4.1. Proposal Format**

Proposals must include all documentation **and be submitted in the same order** as outlined in the RFP Checklist above.

#### **4.2. Proposal Style Requirements**

- ARIAL, 12-point font; 1.5 spacing.
- One-inch margins
- 8.5' x 11' Letter Paper size/portrait orientation
- No page minimum or maximum

#### **4.3. Evaluation Criteria**

Proposals must include and **must be submitted in the following order** (section rating percentages are included in parenthesis):

1. **Proponent Experience** – Detailed description of similar projects, with satisfactory performance, including:
  - a. Minimum of three (3) similar recent projects.
  - b. Project description, total cost, and completion time.
  - c. Project's Owner contact information, project name, year work was completed.
2. **Proponent Qualifications** – Detailed experience and capacity of the proponent to perform the requested services.
  - a. Key Personnel qualifications and experience. Include complete names, disciplines, and project role.
  - b. Professional consultants' qualifications and experience. Including the ones responsible for technical study preparation.
  - c. Persons' responsible for quality control and quality assurance must be identified in the Proposal.
3. **Detailed Project Execution Plan** - A narrative description of Proponent approach to executing the services in compliance with this RFP, including a detailed Project Execution Plan that includes each activity to be performed and the approximate length of each activity.
4. **Delivery Time** – Compliance with the design services period of performance. Period of performance for this RFP is 9 months (36 weeks). Proponent must validate proposed timeline for each deliverable. A detailed execution schedule must be provided.
5. **Proposal Cost** – Total cost for the services to be provided, as requested on this RFP. **Must be submitted in the Cost Schedule Form (Attachment A).** Cost estimate must be provided per deliverable. Estimate must be as detailed as possible.
6. **Required Documentation** – Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed in all its parts will be cause for disqualification. No later opportunity will be provided to submit the information for evaluation.

7. (Pass or Fail) Act 164, December 16, 2009, known as “*Ley General de Corporaciones*,” Act 173, August 12, 1988. Proponents that fail this requirement will be disqualified.
8. (Pass or Fail) Suspension & Debarment (as requires by 2 CFR § 180.995). Proponents that fail this requirement will be disqualified.

#### **4.4. Proposal Evaluation**

All Proposals will be initially verified In a Round 1 Evaluation for fulfillment of minimum documentation requirements, which are mandatory for their Proposal to be considered in its totality (see details below). Proposals that meet minimum requirements will be deemed Responsive Proposals, all others will be Unresponsive Proposals and will be disqualified without further assessment of proposal value.

Responsive Proposals will pass on to Evaluation Round 2, and be assessed by PRDOH’s Evaluation Committee appointed panel, according to the Evaluation Criteria established in Section 4.3 of this RFP and using a weighted scoring according to values and weights described below. Proposals that fail to comply with requirements will not be reviewed/rated. Attempts to contact or influence selection process will result in disqualification.

To be evaluated, proposals must:

- 1) Submit all required documentation completed in all its parts
- 2) Be received by the due date/time.
- 3) Meet proposal style requirements and follow proposal format
- 4) Submit cost in the **Cost Schedule Form** provided.

<b>Evaluation Round 1 – Minimum Requirements</b>	
<b>Item</b>	<b>Performance</b>
Required Documentation	(Pass/Fail)
Act 164, December 16, 2009, known as “ <i>Ley General de Corporaciones</i> ,” Act 173, August 12, 1988. Proponents that fail this requirement will be disqualified	(Pass/Fail)
Suspension & Debarment (as requires by 2 CFR § 180.995). Proponents that fail this requirement will be disqualified.	(Pass/Fail)

<b>Evaluation Round 2 – Proposal Quality</b>			
<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Value (1-5)</b>	<b>Total (Weight x Value)</b>
Proponent Experience	<b>3</b>		
Proponent Qualifications	<b>4</b>		
Detailed Project Execution Plan	<b>5</b>		
Delivery Time	<b>3</b>		
Proposal Cost	<b>4</b>		
Required Documentation	<b>1</b>		
<b>Total Score</b>			

The maximum Total Score possible for this RFP is 100 (see below).

## VALUE RUBRIC

A Weighted Scoring rubric assigns a “weight” or importance number to each section of the RFP, which informs the Proponent which sections are most important for being chosen. Once Proposals are submitted, the Evaluation Committee will give each Proposal section a Value score based on the below Value Rubric. Each section Weight is then multiplied by the Value to give each Section Score, which is summed up for the Total Score. Proposal Total Scores are then compared and the Proposal with the highest Total Score is awarded the RFP.

Rating	Relation to Requirements	Strengths	Weaknesses	Likelihood of Success
Excellent 5	Exceeds the requirements	Numerous and significant in key areas	None	Very High
Good 4	Fully addresses the requirements	Some and significant in key areas	Minor, but far outweighed by strengths	High
Acceptable 3	Addresses the requirements, but has some minor deficiencies	Some and adequate in key areas	Minor, but outweighed by strengths	Fair
Marginal 2	Partially addresses the requirements or is very limited	Some that are outweighed by weaknesses	Significant	Poor
Unacceptable 1	Fails to address the requirements	None or some that are far outweighed by weakness	Extreme	None

## 5. ADJUDICATION PROCESS

### 5.1. Questions and Requests for Clarification

Individuals and firms/organizations interested in responding to this RFP shall examine this document thoroughly and familiarize themselves with any applicable Federal or Local laws, regulations, and standards, among others, that might affect provision of services.

Any questions, concerns, or doubts that arise after evaluating the RFP and related documentation shall be addressed to Denise Marrero, Auction Director for the Department of Health Auction Board at [subastas@salud.pr.gov](mailto:subastas@salud.pr.gov)

**Any information or clarification request must be submitted to the PRDOH by April 1, 2024, 4:00 p.m.**

### 5.2. Proposal Submission

Proponents shall submit original proposal with two (2) hard copies and one (1) digital copy in a USB device at the following office:

**Location: Oficina de Subastas  
Edificio H- Segundo Piso  
Predios del Centro Médico, San Juan**

**Due date: April 12, 2024, 12:00 p.m.**

**Proposals received after the due date shall not be evaluated.**

### **5.3. Process Schedule**

- RFP Released: **March 13, 2024**
- Site Walkthrough (compulsory): **March 21, 2024, 9:30a.m. (see note)**
- Submitting Questions: **April 1, 2024, 4:00 p.m.**
- Answer Questions: **April 5, 2024, 4:00 p.m.**
- Proposals Due: **April 12, 2024, 12:00 p.m.**

**Those interested in participating in the site visit (compulsory) please RSVP to [subastas@salud.pr.gov](mailto:subastas@salud.pr.gov) on or before Wednesday, March 20, 2024, by 3:00pm.**

### **5.4. Oral Presentations**

The PRDOH may, at its sole discretion, request any Proponent to provide an oral presentation of its Proposal. The PRDOH will contact the Proponent(s) to schedule a date, time, location, or method. All presentations made by this Proponent at the oral interview, if any, will be considered a binding addition to their Proposal terms and may be incorporated to contract.

### **5.5. No Obligation to Contract**

This RFP does not oblige the Government of Puerto Rico or the PRDOH to execute the Contract.

### **5.6. Full Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, a Proponent agrees to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

### **5.7. Notification to Proponents**

The award of this RFP will be made to the Responsive Bidder that provides the Best Value for services herein required, as defined in Exhibit A – Definitions/Acronyms of this RFP. As stated therein, the Proposal that provides the Best Value does not necessarily mean the Proposal with the lowest cost.

The Successful Proponent as well as proponents whose Proposals have not been selected will be notified **via email.**

### **5.8. Review and Reconsideration**

Any Proponent adversely affected by a decision made by the PRDOH in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration within twenty (20) days

of the award notification date, in accordance with the *Uniform Administrative Procedure Act*, Law 38-2017, as amended.

A request for reconsideration, as well as any other petition for review, must be submitted in writing and include the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, include copies of relevant documents, and specify the relief requested.

A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided by the PRDOH may be dismissed or denied without further consideration.

Judicial review of the determinations made in regard to this RFP will be in accordance with the *Uniform Administrative Procedure Act*, Law 38-2017.

## **6. INSURANCE REQUIREMENTS**

### **6.1. Insurance Requirements**

Additional insurances will be required of the Selected Proponent with the following minimum coverage:

1. Validity Certification – The Insurance Policy Certification from the CFSE of Puerto Rico.
2. Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion (all policies must include Amendment Aggregate per-Project).
3. Professional Liability Insurance (minimum \$100,000.00).
4. Hired coverage / non-owned auto liability (minimum \$100,000.00).
5. All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico. Best classification of not less than A- (Excellent) and Financial Size Category VI.
4. Hold Harmless Agreement in favor of PRDOHe.
5. 60 Days' Notice of Cancellation
6. Waiver of Subrogation
7. Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of services provided.

## **7. PAYMENT PROCESS**

- 7.1. Payments shall be issued for services rendered and previously approved by PRDOH. It is the Selected Proponent's responsibility to provide all services as set forth under the Scope of Work detailed in this RFP and based on the Deliverables Schedule presented in the Proposal.

- 7.2. The Selected Proponent must submit an invoice to PRDOH within the first ten (10) calendar days counted from the last day of the period for the services being invoiced. Said invoice must be submitted with all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, work projections, meeting minutes, attendance sheets, reports, design documents issued for review, technical studies, and site assessment reports.
- 7.3. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- 7.4. No additional fees shall be disbursed to the Selected Proponent other than those previously agreed upon.
- 7.5. The PRDOH reserves the right to conduct any audits it deems necessary. The Selected Proponent agrees to cooperate fully with any such audit or audits.

## **8. PENALTIES, LIQUIDATED DAMAGES, AND TERMINATION**

### **8.1. Penalties**

In the event the Selected Proponent is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, PRDOH may impose sanctions against the Selected Proponent for any default.

If the Selected Proponent fails to comply with federal statutes, regulations or the terms and conditions of the contract, PRDOH may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Selected Proponent.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180.
4. Withhold further Federal awards for the project or program.
5. Take other remedies that may be legally available.

### **8.2. Liquidated Damages**

Selected Proponent will be subject to liquidated damages as related to their timeframe of performance. PRDOH and the Proponent will agree on the timetable for each deliverable. The Proponent must pay to PRDOH, as liquidated damages, **\$500.00** for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of **\$5,000.00**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Proponent's obligation to indemnify PRDOH, or to any other remedy provided for as a provision of the contract or law. PRDOH may deduct and retain out of the monies which may become due to the Proponent, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to PRDOH, the Proponent will be liable to pay the difference. Liquidated damages may be assessed, eliminated, and/or modified at the sole discretion of PRDOH taking in consideration any impacts due to COVID-19 global pandemic and force majeure event. In the eventually, it occurs both parties will be required to demonstrate that they have made attempts to mitigate the impact of such force majeure event and COVID-19 global pandemic.



### **8.3. Termination**

**Termination for Cause:** If, through any cause, the Selected Proponent fails to fulfill in a timely and proper manner his or her obligations under the Contract executed under this RFP, or violates any of the covenants, agreements, or stipulations in the Contract resulting from this RFP, the PRDOH shall thereupon have the right to terminate said Contract by giving written notice to the Selected Proponent of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Selected Proponent under the Contract shall, at the option of the PRDOH, become the PRDOH's property and the Selected Proponent shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Selected Proponent shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Contract by the Selected Proponent, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the Selected Proponent for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the Proponent is determined.

**Termination for Convenience:** The PRDOH may terminate the Contract executed by virtue of this RFP at any time by giving at least ten (10) days' notice in writing to the Selected proponent. If the Contract is terminated by the PRDOH as provided herein, the Selected Proponent will be paid for the time provided and expenses incurred up to the termination date.

## **9. FEMA AND CDBG-DR GENERAL PROVISIONS**

The Contract resulting from this RFP procurement process will be executed using Federal Funds overseen by FEMA and HUD's CDBG-DR program. Therefore, the Selected Proponent must comply with all FEMA and CDBG-DR General Requirements and Additional Provisions contain herein.

Any contract resulting from this Request for Proposal will be executed in compliance with 2 CFR Part 200 Procurement Standards, §§ 317-327. Links to 2 CFR Part 200 are listed below:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)  
<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

As stipulated in 2 CFR Part 200 Procurement Standards, §§ 317-327, the Selected Proponent and any of their subcontractors must comply with the standard federal clauses and contractual clauses provided for in this RFP and the resulting Contract, as well as incorporate as part their subcontracts all applicable provisions included herein:

### **1. Provisions Required By Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

### **2. Statutory and Regulatory Compliance**

The Selected Proponent shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

### 3. Breach of Subrecipient Agreement Terms

PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Contract executed as a result of this RFP, in instances where the Selected Proponent or any of its subcontractors violate or breach any Contract term. If the Selected Proponent or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### 4. Reporting Requirements

The Selected Proponent shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The Selected Proponent shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

### 5. Access to Records

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Selected Proponent which are related to the Contract executed as a result of this RFP, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

### 6. Maintenance/Retention of Records

The Selected Proponent shall retain all official records on programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.333 and 24 C.F.R. § 570.490(d).)

### 7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Selected Proponent will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (ii) (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (iii) (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- (iv) (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Additionally, for contracts of \$10,000 or more, the Selected Proponent shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. Title VI of the Civil Rights Act of 1964

The Selected Proponent will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

9. Section 109 of the Housing and Community Development Act of 1974

The Selected Proponent shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

10. Section 504 of the Rehabilitation Act of 1973

The Selected proponent shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The Selected Proponent agrees that no qualified individual with a disability shall, solely on the basis of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

#### 11. Age Discrimination Act of 1975

The Selected Proponent shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

#### 12. Debarment, Suspension, Ineligibility

The Proponent represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

#### 13. Conflicts of Interest

The Proponent shall notify the PRDOH as soon as possible if this RFP or any aspect related to the anticipated work under this RFP raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The Proponent shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The Selected proponent shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

#### 14. Subcontracting

When subcontracting, the Selected Proponent shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding.
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies.
- (iv) Noncompetitive awards to consultants that are on retainer contracts.
- (v) Organizational conflicts of interest.
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The Proponent represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this RFP. The Selected Proponent will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### 15. Assignability

The Selected Proponent shall not assign any interest in this the Contract executed as a result of this RFP and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

#### 16. Indemnification

The Selected Proponent shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Selected Proponent in the performance of the services called for in the Contract that results from this RFP.

#### 17. Section 503 of the Rehabilitation Act of 1973

The Selected Proponent shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations. Equal Opportunity for Workers with Disabilities:

- 1) The Selected Proponent will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Selected Proponent agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures.
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - (iii) Rates of pay or any other form of compensation and changes in compensation.
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - (v) Leaves of absence, sick leave, or any other leave.
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Selected Proponent.
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - (viii) Activities sponsored by the Selected proponent, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- 2) The Selected Proponent agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Selected proponent's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Selected Proponent agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal

Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Selected proponent's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Selected proponent must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Selected Proponent may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The Selected Proponent will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Selected proponent is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The Selected Proponent will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Selected Proponent will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### 18. Certification of Compliance with Clean Air and Water Acts

The Selected Proponent and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

#### 19. Byrd Anti-Lobbying Amendment

By presenting the Proposal pursuant to this RFP, the Proponent certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proponent, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proponent shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance

with its instructions.

- 3) The PRDOH shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Selected Proponent shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Section 3 of the Housing and Urban Development Act of 1968

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The Selected Proponent agrees to send to each labor organization or representative of workers with which the Selected Proponent has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Selected Proponent's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Selected Proponent agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Selected Proponent will not subcontract with any subcontractor where the Selected Proponent has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The Selected Proponent will certify that any vacant employment positions, including training positions, that are filled: (1) after the Selected Proponent is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135

require employment opportunities to be directed, were not filled to circumvent the Selected Proponent's obligations under 24 C.F.R. Part 135.

- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the SUBRECIPIENT/CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

#### 21. Energy Policy and Conservation Act

The Selected Proponent shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

#### 22. Personnel

The Proponent represents that it has, or will secure at its own expense, all personnel required in performing the services under this RFP. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the Proponent or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under the Contract that results from this RFP.

#### 23. Withholding of Wages

If in the performance of the Contract that results from this RFP, there is any underpayment of wages by the Selected Proponent or by any subcontractor thereunder, the PRDOH may withhold from the Selected Proponent out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the Selected Proponent or subcontractor to the respective employees to whom they are due.

#### 24. Claims and Disputes Pertaining to Wage Rates



Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under the Contract that results from this RFP shall be promptly reported in writing by the Selected Proponent to the PRDOH for the latter's decision, which shall be final with respect thereto.

#### 25. Discrimination Because of Certain Labor Matters

No person employed on the services covered by the Contract that results from this RFP shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

#### 26. Interest of Members of Local Public Agency and Others

The Selected Proponent agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Selected Proponent will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Selected Proponent will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

#### 27. Interest of Certain Federal Officers

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

#### 28. Interest of Selected Proponent

The Selected Proponent certifies that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The Selected Proponent further agrees that no person having any such interest shall be employed in the performance of the Contract resulting from this RFP.

#### 29. Religious Activity

The Selected Proponent agrees to abstain from using any funds related to this RFP for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### 30. Flood Disaster Protection Act of 1973

The Selected Proponent will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

### 31. Federal Labor Standards Provisions

The Selected proponent agrees to comply with the Federal Labor Standards Provisions set forth in Form HUD 4010, available at <https://www.hud.gov/sites/documents/4010.PDF>

### 32. Additional Contractual Clauses

All subcontracts must be in compliance with requirements presented in 2 CFR § 200.216 (Prohibitions on certain telecommunications and video surveillance services or equipment), 2 CFR § 200.322 (Domestic preferences for procurements), 2 CFR 200.323 (Procurement of recovered materials), and 2 CFR § 200.326 (Bonding requirements).

## **10. EXHIBITS**

Documentation herein included is part of RFP documentation. Proponent must review, evaluate, and incorporate, as applicable, as part of the services to be provided.

### **Exhibit 1 – Definitions and Acronyms**

## **11. REQUIRED COMPLIANCE DOCUMENTS**

The Proponent must comply with all RFP requirements defined in this solicitation and provide the required documentation which means that the Proponent is responsive, for the Proposal be considered for evaluation. Required documents for Proposals are stated in the Proposal Checklist.

The following are Attachments included in the RFP Documents which must be submitted with Proposals:

- Attachment A – Cost Schedule Form.
- Attachment B – RUP/RUL Certificate
- Attachment C – Lobbying Certification for Contracts, Grants, Loans  
and Cooperative Agreements
- Attachment D – Acknowledge of Receipt of Addenda Form
- Attachment E – Sworn Statement Law 2
- Attachment F – Limited Denial of Participation (LDP) / Suspension or Debarment  
Status Affidavit.
- Attachment G – Certification Indicating no Construction or Design Built Contracts
- Attachment H – Non-Collusive Affidavit
- Attachment I – Pending Litigation and No-Bankruptcy Sworn Statement

**A Corporate Resolution must be provided as evidence that documents are signed by an authorize representative of Proponent.**

## EXHIBIT A – DEFINITIONS AND INTERPRETATIONS

The following terms shall have the meanings indicated below, which shall be applicable to both their singular and plural forms:

- **Award** – (Verb) Act of evaluating the proposals received in response to a request for proposal in order to award the bid to the bidder that best meets the criteria, specifications, conditions and terms established, in other words, the bidder that offers the best value.
- **Addendum, Addenda, Amendment** - Refers to a written or graphic document issued by the Puerto Rico Department of Health before the Proposal Due Date which modifies or interprets the Request for Proposal by means of additions, deletions, clarifications, or corrections.
- **Award Notice** - refers to the award determination or notice to be issued by the Puerto Rico Department of Health Bid Board in relation to this Request for Proposal.
- **Best Value** - shall be defined as the Proposal that represents the greatest benefit for the Puerto Rico Department of Health. The Proposal that best meets the requirements established in this RFP and establishes that the bidder or proponent offers the service, has the capacity of efficiently carrying out the work, upon considering all stipulated criteria, namely: inspection, tests, quality, delivery, suitability for a particular objective, guarantees of the good or service and the terms under which such guarantees would be provided, life cycle of the good to be acquired, discounts, economic impact in terms of creation of jobs and fiscal impact on the government of Puerto Rico. Any criteria that may affect the price of the offer be considered in the evaluation for the award shall be objectively measurable. The best value shall not necessarily be the offer or proposal that presents the lowest cost or price.
- **Best and Final Offer (BAFO)** - A process requested from proposers for their best prices for a specific solicitation prior to determining a contract award.
- **Bidder, Proposer, Proponent or Respondent** means an individual or entity registered in the “*Registro Único de Proveedores*” and “*Registro Único de Licitadores*” (RUP and RUL) of the General Services Administration or that has filed a Petition to enter to the RUL and RUP, that participates or may participate as a bidder in a determined bidding process through the presentation of an offer or proposal and that is not currently debarred.
- **CDBG-DR**- refers to the Community Development Block Grant for Disaster Recovery, which represents additional funding appropriated by the United States Congress to rebuild and recover areas impacted by disaster and provides crucial seed money to start the recovery process.
- **CDT** - “*Centro de Diagnóstico y Tratamiento*” (Diagnostic and Treatment Center, a.k.a. CDT)
- **Contract** - Written pact or agreement between the Puerto Rico Department of Health and the Selected Proponent, in which the terms and conditions under which the Proponent shall provide the assets and/or services shall be established.
- **Days** – refers to calendar days, unless otherwise specified in this Request for Proposal.
- **Federal Government** - Means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created, or which may be created, designated or established by the United States of America.
- **Force majeure event** – An event or effect that can be neither anticipated nor controlled.
- **Invitation to Bid** - Document sent to potential bidders or proponents and that shall have the notice of bid or request for proposal, the instructions of how to obtain the packets related to them or the instructions of how to present a bid or offer.
- **HUD** - Refers to the United States Department of Housing and Urban Development.

- **Key Personnel** - Means an individual or group of individuals who will play a leading role in the execution of the work resulting from this Request for Proposal. For this project, Key Personnel will be a Professional Engineer.
- **PRDOH** – Puerto Rico Department of Health
- **Proposal** - Refers to the written response(s) submitted by Proponent(s) for this Request for Proposal.
- **Proposal Due Date** - Refers to the date and time on which the Proposals are due.
- **Public Announcement** – Announcement published in a newspaper of major circulation and in an electronic platform(s) where the public can have access to it.
- **Responsive bidder** - Bidder that has presented an offer or proposal after a bidding process, which meets all the terms, conditions, specifications, and special requirements in the Invitation to Bid or Public Announcement, and its packet.
- **RFP** – refers to this Request for Proposals and Addenda issued by the PRDOH.
- **SAM Number** -
- **Selected Proponent** – refers to the Bidder or Proponent awarded the Contract resulting from this RFP.

The interpretation of terms and words included in this RFP will be based on the meaning and context in which they are typically used and understood. Each term includes its present and future forms; singular and plural; masculine, feminine, and neutral, unless the resulting interpretation is illogical. Term definitions included in the following are applicable: (1) 2 CFR Part 200 Procurement Standards, §§ 317-327, (2) Regulation 9302 dated August 26, 2021 issued by the “Administración de Servicios Generales” of the Government of Puerto Rico, (3) Law 38 of June 30, 2017, as amended, known as the “Government of Puerto Rico Uniform Administrative Procedure Act”(LPAU, in Spanish), (4) Article 7 of Regulation 9307, known as “Reglamento Uniforme de Compras y Subastas, Obras y Servicios No Profesionales para las Entidades Exentas del Departamento de Salud” dated September 21, 2021, issued by the Puerto Rico Department of Health and (5) Administrative Order Number 464 of the Department of Health dated September 30, 2020. Any discrepancy, duplicity, and/or conflict between term definitions will be evaluated by the PRDOH based on the context they are used in and the applicable regulation. Determinations made will promote equality and will be fair and just.

**Attachment A**

**Cost Schedule Form**

The Proponent includes all labor, equipment, materials, overhead, travel, room and board, taxes, fees, and profit for the Architectural/Engineering Windows, Doors, and Roof Impermeabilization System Design Services provided at the Hospital Universitario de Adultos (UDH) located in the Municipality of San Juan as per table below:

Estimate preliminary cost of construction: \$\_\_\_\_\_.

Estimate construction time: \_\_\_\_\_ months.

ITEM	DESCRIPTION	AMOUNT	UNIT COST	TOTAL COST
1	Vulnerability Analysis of the Structure Envelope	1	LS	
2	Architectural Analysis (windows, doors, and roof impermeabilization system)	1	LS	
3	Windows, Doors, and Roof Impermeabilization System Designs	1	LS	
4	Methods of Installation of Structure Envelope Elements: Windows, Doors, and Roof Impermeabilization System (with submittals)	1	LS	
5	Cost Estimate	1	LS	
6	Construction Oversight (Design Supervision Services During Construction)	1	LS	
		Total		\$

\_\_\_\_\_  
\_\_\_\_\_  
Proponent Name

(If Corporation, signed and sealed)

\_\_\_\_\_  
\_\_\_\_\_  
Proponent Authorized Signature

\_\_\_\_\_  
\_\_\_\_\_  
Date

**Attachment B**  
**RUP/RUL CERTIFICATE**  
**(To be provided by Proponent)**

**Attachment C**

**LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proponent, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proponent understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proponent's Authorized Official

(If Corporation, signed and sealed)

\_\_\_\_\_  
Name and Title of Proponent's Authorized Official

\_\_\_\_\_  
Date

**Attachment D**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

The Proponent hereby acknowledges that they have received and considered in the preparation of their Proposal all requirements in the following Addenda to this Request for Proposal:

<b>ADDENDUM NUMBER</b>	<b>DATE OF ADDENDUM</b>	<b>ACKNOWLEDGEMENT</b>

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.**

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
**Proponent's Authorized Officer Signature**

***IMPORTANT NOTICE:***

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPONENTS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.**



## Attachment E

### DECLARACIÓN JURADA

#### Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico<sup>1</sup>

#### [SWORN STATEMENT]

#### [Act 2-2018, Anti-Corruption Code for a New Puerto Rico]<sup>2</sup>

Yo, \_\_\_\_\_, en mi carácter personal y en representación de \_\_\_\_\_ (“Proponente” o “Licitador”), con número de seguro social patronal \_\_\_\_\_, mayor de edad, de profesión: \_\_\_\_\_, con estado civil: \_\_\_\_\_ y vecino de \_\_\_\_\_ el más solemne juramento declaro como sigue:

[I, \_\_\_\_\_, in my personal capacity and in representation of \_\_\_\_\_ (“Respondent” or “Bidder”), Tax I.D. Number \_\_\_\_\_, of legal age, with profession: \_\_\_\_\_, marital status: \_\_\_\_\_ and resident of \_\_\_\_\_, do hereby solemnly swear as follows:]

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.  
*[My name and personal circumstances are as stated above.]*
2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador **no ha sido convicto ni se ha declarado culpable en el foro estatal o federal**, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de

<sup>1</sup> Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

<sup>2</sup> [As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete, or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]

- propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.
2. *[As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (I) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]*
  3. A la fecha en que suscribo esta declaración jurada y **por los pasados veinte (20) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.
  3. *[As of the date of execution of this sworn statement and for the twenty (20) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (a) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]*
  4. A la fecha en que suscribo esta declaración jurada y **por los pasados ocho (8) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta

- ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.
4. *[As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.*
  5. A la fecha en que suscribo esta declaración jurada y **por los pasados diez (10) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la “Ley Orgánica de la Oficina de Ética Gubernamental”; o cualquier otro según dispuesto en la Ley 2-2018.
  5. *[As of the date of execution of this sworn statement and **for the ten (10) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]*
  6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el “Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico”, Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
  6. *[I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the “Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico”, Title III, Law 2-2018.]*
  7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscribiente, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.
  7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*

8. El suscribiente, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico”, Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the “Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico”, Title III, Law 2-2018.]*
9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta [Subasta, Solicitud de Cualificaciones o Solicitud de Propuestas.].
9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this IFB, RFQ or RFP.]*
10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.
10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

**Y PARA QUE ASÍ CONSTE**, juro y suscribo esta declaración en \_\_\_\_\_,  
\_\_\_\_\_, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_\_.

***[NOW THEREFORE, I hereby swear and sign this statement in \_\_\_\_\_,***  
***\_\_\_\_\_ , no this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .]***

\_\_\_\_\_  
**DECLARANTE**  
**[DEPONENT]**

**JURAMENTO**  
**[OATH]**

AFFIDAVIT  
NÚM.: \_\_\_\_\_

**[AFFIDAVIT**  
**NUMBER:]** \_\_\_\_\_

**JURADO Y SUSCRITO** ante mí  
por \_\_\_\_\_

de las circunstancias personales anteriormente mencionadas y a quien identifico mediante

\_\_\_\_\_, en \_\_\_\_\_, \_\_\_\_\_,  
hoy \_\_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_\_.

***[SWORN AND SUBSCRIBED before me***  
***by*** \_\_\_\_\_,  
***with the aforesaid personal circumstances and whom I have identified by means of***  
\_\_\_\_\_, in \_\_\_\_\_,  
***on this*** \_\_\_\_\_ ***day of*** \_\_\_\_\_, 20 \_\_\_\_\_.]

\_\_\_\_\_  
***NOTARIO PÚBLICO***  
***[NOTARY PUBLIC]***

**Attachment F**

**LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS  
AFFIDAVIT**

By signing this Certification, the Proponent certifies that the firm, business, or person submitting the proposal has not been LDP, suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The PRDOH also may exercise any other remedy available by law.

In \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proponent )

\_\_\_\_\_  
(Printed Name of Proponent )

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in RFP his/her capacity as \_\_\_\_\_ of Proponent , who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

### Attachment G

#### CONSTRUCTION AND/OR DESIGN-BUILT CONTRACTS CERTIFICATION

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_. In such regard, I hereby certify that:

- 1) The company (*add Proponent name*) does not have any construction and/or Design-Built contract(s) currently in place or pending approval.
- 2) The company (*add Proponent name*) does have a construction and/or Design-Built contract (s) currently in place or pending approval. They are:
- 3)

<i>(Add Proponent Name)</i>	<i>(Add name of Construction Company)</i>	<i>Project Name / Year</i>

In (*add municipality*), Puerto Rico this \_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proponent )

\_\_\_\_\_  
(Printed Name of Proponent )

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary



**Attachment H**

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Municipality of \_\_\_\_\_ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proponent )

\_\_\_\_\_  
(Printed Name of Proponent )

\_\_\_\_\_  
(Position)

Affidavit No: \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proponent. Who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

**Attachment I**

**PENDING LITIGATION AND NO-BANKRUPTCY  
SWORN STATEMENT**

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_. In such regard, I hereby certify that:

- 1) The company (*add Proponent name*), or any representative are not bankrupt, nor has suspended business activities due to any analogous situation arising from a similar procedure under national laws and regulations.
- 2) The company is not under any bankruptcy litigation.

In (*add municipality*), Puerto Rico this \_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proponent )

\_\_\_\_\_  
(Printed Name of Proponent )

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary