



DEPARTMENT OF

HEALTH

GOVERNMENT OF PUERTO RICO

Administration Office
Purchasing and Auction Division
Auction Administrative Support Section

REQUEST FOR PROPOSALS

RFP-PS-2025-2026-039-PMO-CDBG

**A/E DESIGN & ENVIRONMENTAL PROFESSIONAL SERVICES FOR DSPR'S
FACILITY REHABILITATION, RESILIENCE, AND MITIGATION PROJECT UNDER
THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION
INFRASTRUCTURE MITIGATION PROGRAM**

PUBLICATION DATE

Tuesday, June 09, 2026

SITE VISIT

(see itinerary on page 10)

Tuesday, June 16, 2026
Hospital Universitario Ramón Ruíz Arnau

Thursday, June 18, 2026
Centro de Autismo de San Juan
CTS/CDT, Río Grande

Monday, June 22, 2026
Centro Pediátrico de Arecibo
CTS, Vega Baja
CDT Vega Alta

Wednesday, June 24, 2026
CTS, Aguadilla
Centro Pediátrico de Mayagüez
CDT Lajas

Friday, June 26, 2026
CTS, Ponce
CDT Adjuntas
CTS Cayey

DEADLINE FOR SUBMITTING QUESTIONS

On or before Tuesday, July 07, 2026, at 4:00 p.m.
subastas@salud.pr.gov


DEADLINE FOR ANSWERING QUESTIONS

On or before Tuesday, July 21, 2026

DEADLINE FOR SUBMISSION OF THE PROPOSAL

On or before Tuesday, August 04, 2026, at 12:00 p.m.

In San Juan, Puerto Rico on Tuesday, June 09, 2026,


Carlos A. Padilla Cruz
Interim Manager

Request for Proposal
RFP-PS-2025-2026-039-PMO-CDBG
A/E Design & Environmental Professional Services for DSPR's
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Mitigation Program Puerto Rico Department of Health (DSPR)
June 09, 2026

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PROFESSIONAL SERVICES / REQUEST FOR PROPOSAL CHECK LIST

Instructions: Please complete this checklist to ensure submission of all required documents. The proposer must initial on the left side of each item, confirming its inclusion in the proposal package. **All documents must be submitted, complete, and properly signed where required. Failure to include any mandatory document may result in disqualification.**

Proponent's Initials	Item No.	Attachment No.	Document Description
	1	–	Proposer Cover Letter
	2	–	Request for Proposal Check List (this form)
	3	–	A Corporate Resolution or Authorization Letter, demonstrating that the documents have been signed by an authorized representative of the Proposer.
	4	A	Statement of Proposer's Qualifications , including: <ul style="list-style-type: none"> • Experience – detailed description of similar projects, including current and recent work. • Key Personnel – experience, project roles, and organization chart.
	5	–	CVs / Résumés of Key Personnel, including copies of professional licenses for architects and engineers
	6	–	Understanding of the Project and Requested Services
	7	B	Cost Schedule Form(s) (as applicable)
	8	C	Evidence of RUL/RUP Eligibility to Date
	9	–	Good Standing Certificate from the Puerto Rico Department of State
	10	–	Certificate of Incorporation or Partnership, (as applicable)
	11	–	SAM (formerly DUNS) and Cage Number
	12	D	Acknowledgment of Receipt of Addenda
	13	–	Certificate of Non-Criminal Record
	14	E	Sworn Statement – Law No. 2 of January 8, 2018 (Professional Services Compliance)
	15	F	Limited Denial of Participation (LDP) / Suspension or Debarment Status Affidavit
	16	G	Non-Collusive Affidavit
	17	H	Pending Litigation and Non-Bankruptcy Sworn Statement

Signed: _____
Authorized Representative

_____ Date

Proposer Name

INSTRUCTIONS TO PROPONENTS

ARTICLE 1 – LEGAL BASIS AND DEFINITIONS

An open, competitive, and public process will be executed as part of this **Request for Proposals (RFP)** issued for **Professional Services**.

This process shall be carried out in accordance with the following applicable **Executive Orders, Circular Letters, Administrative Orders, and Regulations** of the Puerto Rico Department of Health (DSPR):

In accordance with Law No. 81 of March 14, 1912, as amended; Act No. 237 of 31 August 2004, as amended; Administrative Bulletin No. OE-2021-029 of April 27, 2024; Administrative Order 2023-581 of December 21, 2023, as amended, and those applicable and current laws, orders, memoranda, and/or administrative bulletins, as of the date of publication, establish the requirements for the Request for Proposals (RFP).

Act No. 218 of December 21, 2010, known as the "*Law of Uniform Documents for the Contracting of Programming, Management, Design, Inspection, and Construction of Public Works in Puerto Rico*" ("*Ley de Contratación Uniforme*" [*Ley 218-2010*]), which establishes the use of standardized documents and uniform procedures for the contracting of public works, including architectural and engineering design services, by government entities in Puerto Rico.

DEFINITIONS

1. **Action Plan:** refers to the Puerto Rico Disaster Recovery Action Plan, as it may be amended, that outlines the uses for the approximately \$1.5 billion CDBG-DR funds allocated to Puerto Rico.
2. **Auction Office-** The Auction Office will oversee all paperwork related to the RFP processes, including the receipt of questions or requests for clarification, the receipt of proposals, requests for reconsideration before the Department of Health, and any documents related to the RFP.
3. **Evaluation and Recommendation Committee -** Committee, which will oversee evaluating the proposals for professional services received under the competition mechanisms established in Administrative Order No. 581.
4. **Environmental Professional Services-** Specialized professional consulting, technical, scientific, and regulatory compliance services related to environmental assessment, analysis, permitting, monitoring, remediation and environmental planning.
5. **Addenda:** Written or graphic instruments issued to the execution of the Contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda shall become part of the Contract Documents upon execution of the Contract.
6. **A/E Firm:** A qualified and duly authorized architectural and/or engineering firm licensed to perform professional design services in Puerto Rico.
7. **Award Notice:** It refers to the award determination or notice to be issued by the DSPR Bid Board in relation to this RFP.
8. **Best Value:** The offer or proposal represents the greatest benefit for the Puerto Rico Department of Health (DSPR). It is the proposal that best meets the requirements established in the RFP and demonstrates the ability to efficiently carry out the work, taking into consideration objective evaluation criteria such as:
 - Quality, compliance with specifications, and delivery schedule
 - Suitability for the intended purpose
 - Guarantees and their conditions (scope, place, and term)
 - Life cycle cost, discounts, transportation, disposal, and economic impact
 - Contribution to job creation and fiscal impact

Best Value is not necessarily the lowest price. The Department of Health reserves the right to consider the overall benefit to the agency and the public interest.

9. **Bidder / Proponent / Proposer / Respondent:** A natural or legal person registered at the **Registro Único de Licitadores (RUL) and/or Registro Único de Proveedores (RUP)** of the Puerto Rico General Services Administration (ASG), who submits a quotation, offer, or proposal in response to a public notice or invitation to bid.
10. **Bid Board:** refers to an organization of the DSPR comprised of members, each designated by the DSPR by an Administrative Order. The members of the Board may be officials or employees of the DSPR and/or ascribed agencies. The Bid Board will oversee the mission to evaluate, award, or decide on the Bids, Proposals, or Statements of Qualifications for the acquisition of non-personal goods or non-personal services and professional services in a formal procurement process to be executed by DSPR, according to the applicable regulations.
11. **CDBG-DR:** refers to the Community Development Block Grant for Disaster Recovery, which is additional funding appropriated by the United States Congress to rebuild affected areas and provide crucial seed money to start the recovery process.
12. **CDBG-MIT:** refers to the Community Development Block Grant - Mitigation, which is funding appropriated by the United States Congress for long-term planning and risk mitigation activities, to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.
13. **Contract or Contract(s):** refers to the agreement(s) to be executed between the DSPR and the Selected Proposer(s) in accordance with this RFP.
14. **Days:** Means **calendar days**, including Saturdays, Sundays, and holidays. If the due date for an action fall on a Saturday, Sunday, or holiday, the term shall be extended until the next working day.
15. **Design-Build Project:** Projects in which the Proponent undertakes both the **design and construction** of the Scope of Work.
16. **Design Project-** A project consisting of professional architecture, engineering, environmental, and related services associated with planning, analysis, design and preparation of construction or implementation documents for public facilities, infrastructure, mitigation, resilience or other capital improvement projects design.
17. **DSPR:** Puerto Rico Department of Health / Subrecipient of CDBG-MIT funds.
18. **Email:** Electronic mail communication.
19. **Execution Time:** The total time required to complete the services described in this Request for Proposals.
20. **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.
21. **First-Tier Subcontractor:** refers to a subcontracted entity contracted directly by the prime contractor who provides any supplies, materials, equipment, or services of any kind required under the prime contract, or a first-tier subcontractor.
22. **HUD:** refers to the United States Department of Housing and Urban Development.
23. **Key Personnel:** Individuals assigned to play a leading role in the execution of the services under this RFP. For A/E design services, Key Personnel shall include the Project Manager, lead architects and engineers (civil, mechanical, electrical, and structural disciplines), and technical support staff. For Design-Build projects, Key Personnel shall include both design and construction lead as applicable.
24. **Local Parties:** means local subcontractors or professionals and relevant service providers who are based in or have a significant ongoing business presence in Puerto Rico.
25. **Medical and/or Hospital Facilities:** Facilities that provide healthcare services—such as hospitals, clinics, outpatient care centers, and specialized care centers—under the

jurisdiction of the Puerto Rico Department of Health's exempt entities, as defined by Regulation 9318 and Law 161 of 1965.

- 26. PRDOH:** Puerto Rico Department of Housing / Recipient of CDBG-MIT funds.
- 27. Professional Services:** Services offered by a natural or juridical person possessing specialized knowledge or technical skills that require a university degree or professional license. These services are primarily intellectual or creative in nature and are performed under the independent judgment of the professional.
- 28. Proposal:** The written response submitted by a Proponent in reply to this Request for Proposals (RFP).
- 29. Proposal Due Date:** refers to the date and time on which the Proposals are due.
- 30. Qualified Proponent:** means a responsible and responsive Proponent whose Proposal meets the Mandatory Requirements of this RFP and obtains a technical score greater than or equal to the minimum threshold in this RFP.
- 31. Responsive Proponent:** A Proponent who submits a proposal in full compliance with all the terms, conditions, specifications, and requirements included in the invitation and associated documents.
- 32. RFP:** Request for Proposals.
- 33. SAM Number:** Corporation identification number issued by the System of Award Management (SAM).
- 34. SOW:** Scope of Work — the detailed description of services and deliverables included as part of this Request for Proposals.

Interpretation Clause:

The interpretation of all terms and definitions included in this RFP shall be consistent with their commonly accepted meanings in the professional and regulatory context, and shall include both singular and plural forms, as well as masculine, feminine, and neutral genders, unless a specific interpretation would be inconsistent with the context or intent of this document.

ARTICLE 2 – PROJECT FUNDING

The Puerto Rico Department of Housing (PRDOH) administers various grants of allocations made by the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG) Program. These grants can be divided into two major groups: those aimed at disaster recovery (CDBG-DR) and those funds destined for mitigation activities (CDBG-MIT).

The CDBG-DR grants address Puerto Rico's long-term recovery efforts, restoration of housing, infrastructure, and economic revitalization in distressed areas following a disaster. CDBG-MIT funds are aimed at activities that increase resiliency to disasters and reduce long-term risks of loss of life, injuries, damage to and loss of property, suffering, and hardship by reducing the impact of future disasters.

The Puerto Rico Department of Health (DSPR) *Facility Rehabilitation, Resilience, and Mitigation Project* include structural reinforcement, doors and windows (wind retrofit), redundancy for water tanks, alternative energy source (solar panels), fire control system, flood control, and runoff management in parking lots, ADA compliance, among others. This project is expected to require CDBG-MIT funds as outlined in a subrecipient agreement between PRDOH and DSPR to be utilized in construction activities to impact existing buildings to provide resilience for future natural disasters and obtain fast recovery after possible impact. The use of these funds is subject to the availability of appropriations, the completion of the procurement process, and compliance with all applicable laws, regulations, and administrative procedures.

The healthcare facilities which DSPR will rehabilitate through this project's mitigation strategies are the following as defined in Law 101 of 1965:

- “Hospital”: means an institution that provides services to the community by offering medical and/or surgical treatment and diagnosis for illness or injury, and/or obstetric treatment to hospitalized patients, including general and special hospitals such as tuberculosis hospitals, mental illness hospitals, and other types of hospitals and related facilities such as intensive care areas, intermediate and patient self-care. X-ray and Radiation Therapy Services, Clinical and Anatomical Pathology and Other Laboratories, Outpatient Physicians’ Office, Outpatient Departments, Nursing Residences and Training Facilities, Central and Related Service Facilities Operating in Combination with Hospitals, but Not Including Institutions Providing Primary Home or Custodial Care. It also includes a site primarily dedicated to the operation of facilities to provide diagnosis, treatment, or medical care for not less than twelve consecutive hours, to two or more individuals between whom there is no degree of kinship, who are suffering from any ailment, disease, injury, or deformity. Any office, office or doctor’s house, where pregnant women are received to be treated or treated during abortion, childbirth or puerperium, shall be considered a hospital within the meaning of this Law, regardless of the number of patients and the length of stay; it being provided that a family home shall not be understood as the part or section of the dwelling where a doctor has his medical dispensary or attends cases even if it is considered an integral part, in terms of physical plant, of his residence. Notwithstanding the provisions of the preceding sentence, a doctor’s office, home or office shall not be considered a hospital within the meaning of this Act when a sudden and unexpected birth or abortion occurs therein and in circumstances such as to prevent the immediate transfer of the patient to a hospital, but in such a case the patient may only be attended by the doctor in his office, home or office while the patient is transferred to the corresponding hospital and such transfer must be made within a period of no more than 12 hours
- "Diagnostic or Treatment Center" means a facility independent or operated in combination with a hospital that provides services to the community for the diagnosis and treatment of outpatients, under the professional supervision of people authorized to practice medicine, surgery, or dentistry in Puerto Rico.
- “Rehabilitation Center” means a facility that operates with the primary purpose of assisting in the rehabilitation of disabled persons through an integrated program of medical evaluation and services and psychological, social, or vocational evaluation and services under competent professional supervision. Most evaluations and services shall be provided at the facility, which should operate in combination with a hospital or as a facility in which all medical and related services are prescribed by or under the direction of people authorized to practice medicine or surgery in Puerto Rico.

For purposes of this RFP, we refer to “hospital” such as the Dr. Ramón Ruiz Arnau University Hospital, “diagnostic and treatment centers” such as the CDT’s of Adjuntas, Lajas, Rio Grande, and Vega Alta, and “rehabilitation centers” to the Pediatric Centers, Transitional Service Centers (CTS), and Autism Center (“Centros Pediátricos, Centros Transicionales de Servicio, and Centro de Autismo”).

The project identifies vulnerabilities and implements modifications to create redundancies and strengthen existing infrastructure through lightweight construction, structural reinforcements, replacement of exterior windows and doors, stormwater management, surface leveling, installation of storm shutters, installation of water cisterns, solar energy systems and batteries, among other mitigation strategies.

The main objective of the DSPR project is to guarantee the provision of essential health services, thereby promoting care for citizens in normal times or in emergencies, minimizing interruptions or lack of access to these services. This project emphasizes mitigating risks and associated damage to increase resilience to atmospheric disasters and other hazards that threaten the continuity of operations in the health facilities. Through the suggested work, we want to reduce or eliminate the risk factor that may lead to the interruption of essential medical services. With these measures, in addition to guaranteeing service, the operational capacity of the facilities can be increased by reducing costs associated with maintenance, equipment replacement, and damage management

associated with water, wind, and other elements, which would otherwise diminish the ability to provide services in emergencies or disasters.

ARTICLE 3 – EXAMINATION OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS AND SITE

1. The **Puerto Rico Department of Health (DSPR)** will publish an official notice of this Request for Proposals (RFP) on its main website, <https://www.salud.gov.pr>, under the section “*Solicitudes de Propuestas*”, CDBG-DR Website (<https://www.cdbg-dr.pr.gov/en/procurement/>), and at <https://subastas.pr.gov>. All bidding documents will be available for electronic download at <https://www.salud.pr.gov/CMS/453>.
2. Each Proponent shall carefully examine all request for proposals documents and no later than the date indicated in the public notice or advertisement, submit in writing any request for clarification, interpretation, or correction of any ambiguity, inconsistency, or error discovered therein. Any such clarification or correction will be issued in the form of an **Addendum** by the DSPR. Only written interpretations or corrections issued by Addendum shall be binding. No Proponent may rely upon verbal statements, explanations, or interpretations made by any person other than those formally issued in writing by the DSPR.
3. In the event of **unit price contracts**, the quantities appearing in the Bid Schedule are approximate and provided solely for the purpose of bid comparison. Payment to the Contractor will be made only for the actual quantities of work performed, inspected, and accepted, in accordance with the terms of the Contract. The DSPR reserves the right to increase, decrease, or omit portions of the work or materials as necessary, without invalidating the Contract.
4. **Each Proponent is responsible for visiting the project site and becoming fully informed of the existing conditions and constraints under which the work will be performed.**
 The Proponent shall acquaint itself with all physical conditions, site characteristics, and any other factors that may affect the execution of the work, **so as to ensure full understanding of the requirements and limitations prior to submitting a proposal.**
5. A **Pre-Proposal Meeting and Site Visit for each of the facilities** will be held as part of this RFP process. **Attendance by Proponents, while desirable and highly encouraged, is not mandatory**, and non-attendees should not be deemed non-responsive. The meeting date and time are listed in the official RFP Schedule. Compliance with all bidding deadlines is mandatory; no exceptions will be granted.
6. The **Puerto Rico Department of Health Board of Awards** reserves the right to issue any Addenda via email or an electronic platform (such as a designated SharePoint site). All Addenda shall become part of the Contract Documents, and all Proponents are bound by the terms and conditions contained therein.

ARTICLE 4 – BIDDER’S REPRESENTATION

1. Each Proponent, by submitting a proposal, acknowledges that they have carefully read, understood, and accepted all the bidding documents included as part of this **Request for Proposals (RFP)**, and that their submission complies with all stated requirements, terms, and conditions.
2. Each Proponent, by submitting a proposal, further acknowledges that they have visited the project site(s) and are fully familiar with the local conditions under which the work is to be performed.

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3. The failure or omission of any Proponent to obtain, receive, or examine any form, instrument, or document; to visit the project site(s); or to become acquainted with existing conditions, shall in no way relieve said Proponent from any obligation or responsibility under their proposal.
4. Each Proponent represents that their proposal is based on the professional services, materials, equipment, and work necessary to execute the Scope of Work (SOW) described in the bidding documents included as part of this RFP. The Proponent understands that all work performed must comply with the requirements and technical standards identified in the documentation included herein, as well as with any additional instructions or addenda issued during the RFP process.

ARTICLE 5 – REQUEST FOR PROPOSAL SCHEDULE AND COMMUNICATIONS

The **Puerto Rico Department of Health (DSPR)** is soliciting proposals from qualified and duly licensed firms (**Proponents**) to provide **architectural and engineering (A/E) design services and environmental professional services** for the mitigation activities described in the **Scope of Work (SOW)**, included as part of this Request for Proposals (RFP).

This project aims to guarantee the provision of essential health services, thereby promoting care for citizens in normal times or in emergencies, minimizing interruptions or lack of access to these services.

All questions, clarifications, or requests for additional information related to this RFP must be submitted in writing to the contact person indicated below:

Name: Carlos A. Padilla Cruz, BSA/BSM, MBA
Title: Interim Manager, Bid Support Section – Office of Administration
Email: subastas@salud.pr.gov
Contact Number: 787-765-2929, ext. 3450

All communications shall be made exclusively through the email address above within the period specified in the RFP Calendar.

Responses to all inquiries will be issued through formal Addenda and published at <https://www.salud.gov.pr> and <https://subastas.pr.gov>. DSPR will post copies of each Addendum for all prospective Proposers to download at the “Procurement” section of the CDBG-DR Website (<https://www.cdbg-dr.pr.gov/en/procurement/>) and on DSPR’s website (<https://www.salud.pr.gov/CMS/453>). Addenda will become a part of this RFP. **All prospective proponents must monitor <https://www.cdbg-dr.pr.gov/en/procurement/> and <https://www.salud.pr.gov/CMS/453> to retrieve Addenda.**

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Bid Schedule

Description	Date	Time (AST)	Location / Details
Request for RFP Documents	June 09, 2026	-	To be downloaded electronically at https://www.salud.pr.gov/CMS/453
Sites Visits			
Site Visit	June 16, 2026	9:30 a.m. to 11:30 a.m.	<p><u>Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA), Bayamon</u></p> <ul style="list-style-type: none"> Route 1: Ground transportation route from the Nueva Sede del Departamento de Salud, San Juan, Puerto Rico, to Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA), located at 100 Laurel Avenue, Santa Juanita Development, Bayamón, Puerto Rico. The approximate travel distance is 8 to 10 miles, with an estimated travel time of 15 to 40 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 9:30 a.m. - End of inspection: 11:30 a.m.
Site Visit	June 18, 2026	8:30 a.m. to 11:30 a.m.	<p><u>Centro de Autismo, San Juan → CDT/CTS Río Grande.</u></p> <ul style="list-style-type: none"> Route 1: Ground transportation route from the Nueva Sede del Departamento de Salud, San Juan, Puerto Rico, to the Centro de Autismo de San Juan, located on Calle Maga, San Juan, Puerto Rico. The approximate travel distance is 2 to 4 miles, with an estimated travel time of 10 to 20 minutes, depending on traffic conditions and the route selected. <ul style="list-style-type: none"> - Arriving Time: 8:30 a.m. - End of inspection: 9:30 a.m. Route 2, 10:20 a.m.: Ground transportation route from the Centro de Autismo de San Juan, located in San Juan, Puerto Rico, to the Centro de Diagnóstico y Tratamiento (CDT) de Río Grande, located in Río Grande, Puerto Rico. The approximate travel distance is 25 to 30 miles, with an estimated travel time of 35 to 50 minutes, depending on traffic conditions and the route selected. The route is primarily traveled via PR-66 Expressway and PR-3 Highway, heading east from San Juan toward Río Grande. <ul style="list-style-type: none"> - Arriving Time: 10:20 a.m. - End of inspection: 11:30 a.m.
Site Visit	June 22, 2026	8:30 a.m. to 2:30 p.m.	<p><u>Centro Pediátrico Arecibo → CTS Vega Baja → CDT Vega Alta.</u></p> <ul style="list-style-type: none"> Route 1: Ground transportation route from the Nueva Sede del Departamento de Salud, San Juan, Puerto Rico, to the Centro Pediátrico Arecibo, located within the facilities of the former Hospital Regional de Arecibo, on PR-129 Highway, Arecibo, Puerto Rico. The approximate travel distance is 50 to 55 miles, with an estimated travel time of 1 hour to 1 hour and 15 minutes, depending on traffic conditions. <ul style="list-style-type: none"> - Arriving Time: 8:30 a.m. - End of inspection: 9:30 a.m. Route 2: Ground transportation route from the Centro Pediátrico Arecibo, Arecibo, Puerto Rico, to the Centro de Transición de Servicios (CTS) Vega Baja, located on Avenida Rosario/Avenida Pinares, Vega Baja, Puerto Rico. The approximate travel distance is 24 to 28 miles, with an estimated travel time of 30 to 40 minutes, depending on traffic conditions. <ul style="list-style-type: none"> - Arriving time: 10:15 a.m. - End of inspection: 11:30 a.m.

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Description	Date	Time (AST)	Location / Details
			<ul style="list-style-type: none"> Route 3: Ground transportation route from the Centro de Transición de Servicios (CTS) Vega Baja, Vega Baja, Puerto Rico, to the Centro Pediátrico Arecibo, located within the facilities of the former Hospital Regional de Arecibo, on PR-129 Highway, Arecibo, Puerto Rico. The approximate travel distance is 24 to 28 miles, with an estimated travel time of 30 to 40 minutes, depending on traffic conditions. Arriving time 1:30 p.m. <ul style="list-style-type: none"> - Arriving Time: 1:30 p.m. - End of inspection: 2:30 p.m.
Site Visit	June 24, 2026	8:30 a.m. to 2:30 p.m.	<p><u>CTS Aguadilla → Centro Pediátrico Mayagüez → CDT Lajas.</u></p> <ul style="list-style-type: none"> Route 1: Ground transportation route from the Nueva Sede del Departamento de Salud, San Juan, Puerto Rico, to the Centro de Transición de Servicios (CTS) de Aguadilla, located in Aguadilla, Puerto Rico. The approximate travel distance is 80 to 90 miles, with an estimated travel time of 1 hour and 45 minutes to 2 hours and 15 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 8:30 a.m. - End of inspection: 9:30 a.m. Route 2: Ground transportation route from the Centro de Transición de Servicios (CTS) de Aguadilla, Aguadilla, Puerto Rico, to the Centro Pediátrico de Mayagüez, Mayagüez, Puerto Rico. The approximate travel distance is 22 to 28 miles, with an estimated travel time of 30 to 45 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 10:15 a.m. - End of inspection: 11:15 a.m. Route 3: Ground transportation route from the Centro de Transición de Servicios (CTS) Vega Baja, Vega Baja, Puerto Rico, to the Centro de Diagnóstico y Tratamiento (CDT) de Vega Alta, located at PR-2 Highway, Km 31.9, Barrio Bajura, Vega Alta, Puerto Rico. The approximate travel distance is 7 to 10 miles, with an estimated travel time of 10 to 20 minutes, depending on traffic conditions. <ul style="list-style-type: none"> - Arriving Time: 1:30 p.m. - End of inspection: 2:30 p.m.
Site Visit	June 26, 2026	8:30 a.m. to 2:30 p.m.	<p><u>CTS Ponce → CDT Adjuntas → CTS Cayey.</u></p> <ul style="list-style-type: none"> Route 1: Ground transportation route from the Nueva Sede del Departamento de Salud, San Juan, Puerto Rico, to the Centro de Transición de Servicios (CTS) de Ponce, Ponce, Puerto Rico. The approximate travel distance is 70 to 80 miles, with an estimated travel time of 1 hour and 20 minutes to 1 hour and 45 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 8:30 a.m. - End of inspection: 9:30 a.m. Route 2: Ground transportation route from the Centro de Transición de Servicios (CTS) de Ponce, Ponce, Puerto Rico, to the Centro de Diagnóstico y Tratamiento (CDT) de Adjuntas, Adjuntas, Puerto Rico. The approximate travel distance is 18 to 25 miles, with an estimated travel time of 30 to 45 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 10:20 a.m. - End of inspection: 11:20 a.m.

Request for Proposal
RFP-PS-2025-2026-039-PMO-CDBG
A/E Design & Environmental Professional Services for DSPR's
Facility Rehabilitation, Resilience, And Mitigation Project under the
Community Development Block Grant-Mitigation / Infrastructure
Mitigation Program Puerto Rico Department of Health (DSPR)
June 09, 2026

Description	Date	Time (AST)	Location / Details
			<ul style="list-style-type: none"> Route 3: Ground transportation route from the Centro de Diagnóstico y Tratamiento (CDT) de Adjuntas, Adjuntas, Puerto Rico, to the Centro de Transición de Servicios (CTS) de Cayey, Cayey, Puerto Rico. The approximate travel distance is 45 to 55 miles, with an estimated travel time of 1 hour to 1 hour and 20 minutes, depending on traffic conditions and the selected route. <ul style="list-style-type: none"> - Arriving Time: 1:30 p.m. - End of inspection: 2:30 p.m.
Deadline for Submitting Questions	July 7, 2026	4:00 p.m.	Submit electronically to subastas@salud.pr.gov
Deadline for DSPR to Issue Addenda	July 21, 2026	—	Addenda will be published at https://www.salud.gov.pr https://www.cdbg-dr.pr.gov/en/procurement/ and https://subastas.pr.gov .
Proposal Submission Deadline	August 4, 2026	12:00 a.m.	Puerto Rico Department of Health – Auction Office Coordenadas: 18.381672073090936, -66.06691047886393 https://maps.app.goo.gl/kaWZUD5ZJq2DP17t5 1594 Indo St., San Juan, PR 00926- Basement Level

Proponents must comply with the bid schedule presented herein. No extensions or exceptions will be granted under any circumstances.

ARTICLE 6 – PROPOSALS PROCEDURES

- Proponent's Questions:** All questions or requests for clarification must be submitted in writing to the email address identified in this RFP. The subject line of the email shall refer to the complete RFP number as indicated in the bidding documents. Failure to include the RFP number may result in a delayed response or omission.
- Preparation of Proposals:** All proposals shall be prepared using the official forms provided by the **Puerto Rico Department of Health (DSPR)** and in full accordance with these **Instructions to Bidders**. Failure to comply with this requirement may result in immediate disqualification. The Request for Proposal procedures shall follow **Administrative Order Number 581**.
- Submission Requirements.** Proposals shall be **sealed and submitted in writing**. The sealed envelope must clearly include:
 - RFP number,
 - Project name,
 - **Pre-defined group(s) and project location(s) chosen by the Proponent**, and
 - Proponent's details (legal name, contact number, and email address).

All handwritten information must be completed in **blue ink**. Each submission must include **one (1) original, one (1) hard copies, and one (1) USB flash drive** containing a full digital version of the proposal in **PDF format**. Proposals must also include the **Proposal Checklist** and all supporting documentation requested herein.

Formatting Requirements:

- Font: Arial, 12-point, 1.5-line spacing
- Margins: 1 inch
- Paper size: 8.5" x 11", portrait orientation
- No minimum or maximum page limit

4. Required Forms and Completeness.

Each proposal must include, without alteration, the following completed and signed forms:

- Proposal Form
- Statement of Bidder's Qualifications
- Non-Collusion Affidavit
- Proposal Bond
- Any additional forms or documents required by the DSPR.

Proposals received after the submission deadline will be **returned unopened**.

5. Pricing Requirements.

The Proponent shall specify a **lump sum price**—in both words and figures—for the complete scope of professional services described in this RFP. The total proposal amount shall be computed by summing up all applicable items, if any. All entries must be written in blue ink or typed. In the event of a discrepancy between the written words and figures, **the written words shall govern**. Any erasures or corrections should be **initiated by the Proponent**. When a choice is required for a specific item, only one option shall be selected—no later changes will be permitted.

6. Execution of Proposals.

All proposals must be properly executed in strict accordance with the following requirements:

- **Individual:** Must include the full name and mailing address of the individual and be signed with the notation "Individually" below the signature.
- **Corporation:** Must be executed in the name of the corporation by the President or Vice-President and attested by the Secretary or Assistant Secretary, with the corporate seal affixed. If signed by another officer, a certified copy of the Board resolution authorizing the execution must be attached.
- **Partnership:** Must be executed in the name of the partnership and signed by one of the partners, with the partnership's address shown.

The DSPR will not accept proposals from joint ventures, consortia, syndicates, professional pools, or entities with similar arrangements under this RFP. However, subcontracting may be allowed, subject to prior written approval from the DSPR.

7. Proposal Commitment.

The Proponent shall submit a letter of commitment stating that its proposal will remain valid for a period of **ninety (90) calendar days** following the submission deadline. The letter shall be signed by an authorized representative of the firm and included as part of the proposal submittal package.

8. Withdrawal or Modification of Proposals.

Unless otherwise provided in the General Conditions, no Proponent may withdraw, modify, or cancel their proposal for sixty (60) calendar days after the submission deadline. Proposals must remain valid during this period. All proposals will remain in custody of the DSPR Financial Division. **Each Proponent shall include a letter certifying the validity period of its proposal.**

9. Qualification Statement.

Each proposal must include a **Statement of the Proponent's Financial Capacity, Experience, and Organizational Resources**, on the official form provided. DSPR reserves the right to verify the information submitted and to investigate the Proponent's ability to perform the work. The DSPR may reject any proposal if, in its

judgment, the evidence fails to demonstrate the Proponent's capacity to meet contract requirements.

10. **Non-Collusion Affidavit.** Each Proponent shall execute and submit the **Non-Collusion Affidavit** provided with the proposal forms, certifying that no collusion has occurred with any person, firm, or entity regarding this RFP.
11. **Receipt of Proposals.** The DSPR will receive proposals up to the official **date and time** established in public notice. The **DSPR Board of Awards** will determine the official closing time. Proposals received after that time will not be considered. No liability shall attach to DSPR for prematurely opened proposals that were not properly labeled or addressed.
12. **Opening Proposals.** All proposals received on time will be **open** by the Board of Awards. The following will be documented for future reference:
 - Names of Proponents,
 - Confirmation of preliminary compliance with submission requirements, and
 - The total amount listed on the **Cost Schedule Form**.
14. **Late Submissions.** Proposals received after the specified deadline will not be opened or considered and will be **returned unopened** to the sender.
15. **Incomplete Submissions.** Proposals lacking required documentation or forms will be deemed **non-responsive** and **automatically disqualified** from further evaluation.

ARTICLE 7 – PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in accordance with the requirements established in **Administrative Order Number 581** and based on the evaluation criteria described below. Each proposal shall be organized and clearly identified according to the section order indicated herein. The relative weight assigned to each evaluation criterion is shown in parentheses.

1. Proponent's Experience (20%)

The Proponent shall demonstrate proven experience in projects of a similar nature, size, and complexity, with satisfactory performance and client references. Submissions shall include:

- A minimum of **five (5)** comparable recent projects (preferably completed within the last five years).
- Project name, location, owner's name, and contact information.

The Proponent must provide evidence of compliance with all laws that allow it to operate and contract with the Government of Puerto Rico. The DSPR reserves the right to request clarification or additional documentation to verify experience and legal standing.

2. Proponent Qualifications (20%)

The Proponent shall demonstrate the organizational, professional, and technical capacity to perform the requested services. Submissions shall include:

- **Key Personnel qualifications and experience** (résumés/CVs, copies of professional licenses, designated role, years of experience, and comparable project list).
- Highlighted experience in **healthcare, medical, habilitative, or institutional facilities**.
- Description of the firm's structure, internal coordination procedures, and available resources.
- M/WBE Business

3. Understanding of the Project and Requested Services (20%)

A concise narrative (approximately one page) describing the Proponent's understanding of the project objectives, scope, challenges, and milestones. Include:

- Approach and methodology to achieve project goals.
- Compliance with applicable codes, accessibility standards, and healthcare design guidelines.
- Proposed **Quality Control (QC)** and **Quality Assurance (QA)** processes.
- Coordination strategy among disciplines and with DSPR representatives.

4. Delivery Time (10%)

The Proponent shall demonstrate its capacity to execute all services within the period established in the Scope of Work (SOW). Include a preliminary schedule detailing **key design phases** (schematic design, design development, construction documents, and permitting) **and environmental review process**. Emphasis will be placed on realistic sequencing and resource allocation to ensure timely delivery.

5. Proposal Cost (25%)

The Proponent shall submit a **detailed and justified cost proposal** using the **Cost Schedule Forms (Attachment B)** provided in this RFP.

The cost must be presented in words and figures and include a sufficient breakdown to identify:

- Phase-by-phase labor distribution;
- Subconsultant participation (if any);
- Reimbursable expenses (if applicable).

The DSPR reserves the right to evaluate cost reasonableness and verify internal consistency with the technical proposal.

6. Required Documentation (5%)

All mandatory documentation must be submitted in full.

Failure to include any required form or certification will constitute grounds for **disqualification**. No additional opportunity will be provided to supplement incomplete proposals after submission.

7. Compliance with Act No. 164 (December 16, 2009) and Act No. 173 (August 12, 1988) (Pass/Fail)

Proponents must comply with the applicable professional licensing and registration laws governing architects and engineers in Puerto Rico.

Failure to meet this requirement will result in **disqualification**.

8. Suspension and Debarment Verification (2 CFR §180.995) (Pass/Fail)

Proponents must certify that they are **not suspended, debarred, or otherwise excluded** from participating in governmental contracts under federal or state regulations.

Failure to comply will result in **disqualification**.

9. M/WBE Business

DSPR shall provide a preference in the evaluation criteria of the method of rating, for greater participation of M/WBE Registered Puerto Rico Business.

You can locate the M/WBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.

- <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>
- <https://cdbg-dr.pr.gov/download/politica-mwbe/>

Additional Considerations

All procurement transactions for work to be funded by CDBG-MIT must be conducted in full compliance with the standards set forth under 2 C.F.R. §200.318 to §200.327.

The **Puerto Rico Department of Health (DSPR)** reserves the right to request clarifications, hold interviews, or coordinate presentations with the most qualified and responsive Proponents whose proposals achieve the highest combined scores and demonstrate the **best value** for the Department.

ARTICLE 8 – REJECTION OF PROPOSALS

1. The Proponent acknowledges the right of the **Puerto Rico Department of Health (DSPR)**, pursuant to **Administrative Order 581**, to reject any or all proposals, to waive informalities, or to accept minor deviations in any proposal received, provided that such deviations do not substantially affect the quality, capacity, or essential characteristics of the requested services or materials. Proposals may be accepted if, in the judgment of the DSPR, they comply with the intended purpose and are determined to be in the best interest of the DSPR and the Government of Puerto Rico.
2. The Proponent further recognizes the right of the DSPR to reject a proposal if the Proponent fails to provide any required bid security, omits necessary information or documentation, or submits a proposal that is incomplete, irregular, or otherwise non-compliant with the requirements established in this RFP.
3. Any of the following circumstances shall constitute sufficient cause for the **disqualification** of a Proponent and **rejection** of its proposal:
 - a. Failure to comply with the established Bid Schedule.
 - b. Evidence of collusion among Proponents. Participants in such collusion shall be disqualified from future DSPR solicitations until reinstated as qualified bidders.
 - c. Demonstrated lack of competence, equipment, or adequate technical resources, as evidenced by the Statement of Qualifications or other required documentation.
 - d. Unsatisfactory performance history with the DSPR or other governmental entities, as demonstrated by poor workmanship, deficient quality, or delays in past projects.
 - e. Ongoing or uncompleted work which, in the judgment of the DSPR, may interfere with the timely completion of the new assignment if awarded. Each Proponent shall include a **list of ongoing design or consulting projects**, identifying for each **client's name, project title, start date, and estimated completion date**, to demonstrate current workload and availability.
 - f. Failure to pay or satisfactorily settle all outstanding obligations for labor or materials on prior contracts at the time of submission.
 - g. Failure to meet qualification requirements established by the DSPR, including failure to submit audited financial statements as required.
 - h. Default under previous contracts with the DSPR or other governmental entities.

- i. Inclusion of unauthorized additions, conditional or alternate proposals, or other irregularities rendering the proposal incomplete, ambiguous, or indefinite in meaning.
- j. Inclusion of clauses or conditions reserving the Proponent's right to accept or reject an award, or to enter a contract after an award is made.
- k. In unit price contracts, omission of required unit prices for any listed item (except where alternate items are specifically authorized).
- l. Submission of statements or forms not properly completed or prefilled, contrary to the requirements established in Article 6, Item 9.
- m. That more than one (1) proposal is submitted for the same work by the same individual, firm, or corporation—under the same or different names—all such proposals shall be **rejected**, and the Proponent shall be **disqualified** from further consideration.

ARTICLE 9 – AWARD AND EXECUTION OF CONTRACT

1. The **Puerto Rico Department of Health (DSPR) Board of Awards** will evaluate all proposals received in accordance with the evaluation criteria established in this RFP and the provisions of **Administrative Order Number 581**.

The Contract shall be awarded, if awarded, to the qualified and responsive Proponent offering the **best value** to the DSPR, whose proposal fully complies with all requirements and specifications contained in the bidding documents. All Proponents, including the successful one, will be notified of the award decision by certified mail or electronic communication to the address provided in their proposal.

2. The selected Proponent shall furnish all required **insurance certificates** prior to the execution of the Contract, in accordance with the requirements of this RFP and applicable Puerto Rico law.
3. Both the **award** of the Contract and any **appeal** process shall be governed by **Administrative Order 581 and Administrative Order Number 2026-637**. Any appeal filed by a Proponent must comply with the provisions of **Paragraph Sixth, Section 6, as amended by Administrative Order Number 2026-637**.
4. A Proponent wishing to file an appeal must do so in writing, within the time frame and according to the procedures established under **Administrative Order Number 581 and Administrative Order Number 2026-637, Article Sixth, Paragraph 6, as amended by Administrative Order Number 2026-637**.
5. The DSPR reserves the right to **cancel the award** of any Contract at any time prior to its execution, without incurring any obligation or liability of any kind to the Proponents.
6. The Proponent to whom the Contract is awarded shall execute the Contract within a reasonable period following the date of the Notice of Award, upon completion of all required post-award clearances and approvals, including processing through the **Puerto Rico Office of Management and Budget (OGP) Contract Processing Platform (PCo)**. The DSPR will notify the selected Proponent once the contract has been cleared for execution. Any delay caused by required administrative or interagency approvals shall not be attributable to the Proponent.
7. Should the awarded Proponent fail to execute the Contract requirements within the ten (10) calendar days following the **Notice of Award**, the DSPR may annul the award and either:
 - o Award the Contract to the next qualified and responsible Proponent based on the evaluation results, or

- Readvertise or otherwise proceed with the work, as determined by the DSPR.
8. The Contract Documents shall include all forms, attachments, and requirements incorporated into this Request for Proposals, the awarded Proponent's submission, and any subsequent amendments or clarifications issued by the Puerto Rico Department of Health (DSPR). These documents shall collectively govern the contractual relationship between the DSPR and the awarded Proponent.
 9. The DSPR reserves the right to award contracts individually for each facility included in this request for proposals (RFP). **Proponents may submit proposals for one or more of the pre-defined groups. The awards will be given by predefined groups. The contracts will be made by facility.**
 10. The DSPR may grant contracts to one or more proponents, as determined to represent the best interests to do so.
 11. Given that the contract involves federal funds for which HUD is the federal oversight agency; the selected Proponent agrees to comply with all the requirements and **HUD General Provisions** included in **Attachment J**.

List of Required Submissions and Post-Award Deliverables

A. Documents to be Submitted with the Proposal

Each Proponent shall include the following documents and forms as part of the sealed proposal package. Failure to submit any of the required documents in complete and legible form shall be cause for disqualification.

1. **Proposal Form** — Fully completed and signed by an authorized representative of the Proponent.
2. **Statement of Bidder's / Proponent's Qualifications** — Demonstrating financial capacity, technical experience, and organizational resources to perform the services.
3. **Non-Collusive Affidavit** — Certifying that the proposal was prepared independently and without collusion.
4. **Cost Schedule Form** — Detailing the breakdown of professional fees and costs per service phase or item.
5. **Curriculum Vitae and Professional Licenses of Key Personnel** — Including copies of current architectural and engineering licenses valid in Puerto Rico.
6. **Corporate Documentation** — Copy of Certificate of Incorporation, Certificate of Good Standing, or equivalent proof of legal existence.
7. **Single Register of Professionals Certificate (RUP)** issued by the Puerto Rico General Services Administration (ASG), valid and up to date, including all tax and compliance certifications required under Law No. 73-2019.
8. **Certification of Legal Entities** — As required by Circular Letters CC-013-2021 and OE-2021-029.
9. **Certifications of Compliance** — As required under applicable federal and local laws:
 - Act No. 164 (December 16, 2009)
 - Act No. 173 (August 12, 1988)
 - Suspension and Debarment certification (2 CFR 180.995)
10. **Insurance Capability Statement** — Evidence of the Proponent's ability to secure professional liability insurance (Errors & Omissions) required for A/E services.
11. **Professional Services RFP Checklist** — Completed, signed, and included as part of the proposal package.
12. **USB Drive (Digital Copy)** — Containing a complete digital version (PDF) of all proposal documents.

B. Documents to be Submitted After Award (Post-Award Deliverables)

The selected Proponent shall provide the following documentation prior to contract execution. Failure to submit any of the required post-award documents may result in cancellation of the award.

1. **Professional Liability Insurance Certificates** — Including Errors & Omissions coverage, and any additional policies required by the DSPR for professional services, such as Commercial General Liability, Automobile Liability (endorsed in favor of the DSPR, PRDOH, HUD, and the Government of Puerto Rico), and Workers' Compensation (CFSE) certificates, as applicable.
2. **Updated Compliance Certificates and RUP** — If any of the certificates submitted with the proposal have expired during the evaluation or award period.
3. **Performance Guarantee (if applicable)** — If required by DSPR, in the form and amount determined for professional service contracts.
4. **Signed Contract Agreement** — Within the period established by DSPR, upon completion of all required internal and inter-agency approvals through the **Puerto Rico Office of Management and Budget (OGP) Contract Processing Platform (PCo)**.
5. **Notice of Award Acknowledgment Letter** — Signed acceptance by the Proponent confirming award and commitment to execute the contract.
6. **Any Additional Documentation** — As may be required by the DSPR or the Office of Management and Budget (OGP) during contract processing through the PCo platform.

ARTICLE 10 – SCOPE OF WORK / MITIGATION NEEDS

The following information shall be considered to understand the requirements and identify the necessary studies, design and environmental review of the Project. The healthcare facilities that DSPR will rehabilitate through this project's mitigation strategies are the following:

1. Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA)
2. CDT Adjuntas
3. CDT Lajas
4. CDT Vega Alta
5. CDT/CTS Rio Grande
6. CTS Aguadilla
7. CTS Cayey
8. CTS Ponce
9. CTS Vega Baja
10. Centro Pediátrico Arecibo
11. Centro Pediátrico Mayagüez
12. Centro de Autismo

For practical purposes of this RFP and given the broad scope of this project, the DSPR has decided to group the healthcare facilities to be served based on their geographic location and the scope of the mitigation activities to be carried out.

The functional predefined groups and their respective mitigation needs are as follows:

Group A:

- **Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA)**
 - Parking Lot Rehabilitation and Accessibility Improvements
 - Design and Construction for Stormwater Runoff Control in Parking Areas

- Replacement of Restroom Doors in Outpatient Clinic to Ensure Compliance with the Americans with Disabilities Act (ADA)
- Replacement of 1,172 Exterior Windows for Hurricane-Resistant Compliance
- Replacement of Fire-Rated and Hurricane-Resistant Doors

Group B:

- **Centro de Autismo**

- Wind Retrofit of Existing Facility Openings
- Landslide Stabilization and Geotechnical Risk Mitigation
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Installation of an Exterior and Common Areas Electronic Surveillance System
- Improvements to Exterior Lighting
- Acquisition and Installation of an Emergency Power Generator System
- Acquisition and Installation of an Emergency Water Storage System
- New Structural Reinforcement for Resilience Against Seismic and Wind Events
- Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance
- Interior Electrical Improvements for the Implementation of Alternative Energy Systems
- Compliance and Safety Improvements in Exterior Circulation and Common Areas

Group C: CTS Aguadilla; Centro Pediátrico Mayagüez; CDT Lajas

- **CTS Aguadilla**

- Wind Retrofit of Existing Facility Openings
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Improvements to Exterior Lighting
- New Structural Reinforcement for Resilience Against Seismic and Wind Events
- Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance
- Replacement, Reconstruction, or Installation of Perimeter Fencing for Property Delimitation and Safety

- **Centro Pediátrico Mayagüez**

- Wind Retrofit of Existing Facility Openings
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Installation of an Exterior and Common Areas Electronic Surveillance System
- Improvements to Exterior Lighting
- Acquisition and Installation of an Emergency Power Generator System
- Acquisition and Installation of an Emergency Water Storage System
- New Structural Reinforcement for Resilience Against Seismic and Wind Events
- Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance
- Interior Electrical Improvements for the Implementation of Alternative Energy Systems
- Compliance and Safety Improvements in Exterior Circulation and Common Areas

- **CDT Lajas**

- Wind Retrofit of Existing Facility Openings
- Fire Protection Systems Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Acquisition and Installation of an Emergency Water Storage System

Group D: CTS Ponce; CTS Cayey; CDT Adjuntas

- **CTS Ponce**

- Wind Retrofit of Existing Facility Openings
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Acquisition and Installation of an Emergency Power Generator System
- Acquisition and Installation of an Emergency Water Storage System
- Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance
- Drainage System Improvements and Installation of Water Channels and Flashing for Building Envelope Protection

- **CTS Cayey**

- Wind Retrofit of Existing Facility Openings
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Acquisition and Installation of an Emergency Power Generator System
- Acquisition and Installation of an Emergency Water Storage System
- New Structural Reinforcement for Resilience Against Seismic and Wind Events
- Expansion and Modernization of HVAC Infrastructure through the Acquisition of Condensers and Installation of Air Duct Systems

- **CDT Adjuntas**

- Wind Retrofit of Existing Facility Openings
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Acquisition and Installation of an Emergency Water Storage System
- New Structural Reinforcement for Resilience Against Seismic and Wind Events

Group E: Centro Pediátrico Arecibo; CTS Vega Baja; CDT Vega Alta; CDT/ CTS Río Grande

- **Centro Pediátrico Arecibo**

- Wind Retrofit of Existing Facility Openings
- Installation and Integration of Solar Energy Systems
- Fire Protection System Upgrades
- Parking Lot Rehabilitation and Accessibility Improvements
- Installation of an Exterior and Common Areas Electronic Surveillance System
- Improvements to Exterior Lighting
- Acquisition and Installation of an Emergency Power Generator System
- Acquisition and Installation of an Emergency Water Storage System
- New Structural Reinforcement for Resilience against Seismic and Wind Events
- Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance

- Interior Electrical Improvements for the Implementation of Alternative Energy Systems
- Compliance and Safety Improvements in Exterior Circulation and Common Areas
- **CTS Vega Baja**
 - Wind Retrofit of Existing Facility Openings
 - Installation and Integration of Solar Energy Systems
 - Fire Protection System Upgrades
 - Parking Lot Rehabilitation and Accessibility Improvements
 - Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance
- **CDT Vega Alta**
 - Wind Retrofit of Existing Facility Openings
 - Fire Protection System Upgrades
 - Parking Lot Rehabilitation and Accessibility Improvements
 - Acquisition and Installation of an Emergency Water Storage System
- **CDT/CTS Río Grande**
 - Wind Retrofit of Existing Facility Openings
 - Fire Protection System Upgrades
 - Acquisition and Installation of an Emergency Water Storage System
 - New Structural Reinforcement for Resilience Against Seismic and Wind Events
 - Internal Infrastructure Improvements to Address Wear-Related Deficiencies and Ensure Regulatory Compliance

SPECIAL CONSIDERATIONS THAT PROPONENTS MUST OBSERVE TO ENSURE THAT THE SUBMITTED PROPOSAL(S) FULFILL THE PURPOSE OF THE PROJECT AND THIS RFP ARE:

1. **The Proponent(s) may select one (1) or more of the predefined groups of facilities for which they wish to submit a proposal for professional services as described in the scope of services and/or mitigation activities identified by the DSPR.**
2. **The Proponent(s) must comply with applicable federal and state regulations regarding the use and operation according to the type of healthcare facility included in the group(s) for which they will submit their professional services proposal. The types of healthcare facilities are:**
 - **Hospital**
 - **Diagnostic and Treatment Center (CDT)**
 - **Rehabilitation Center (CTS; Centros Pediátricos; Centro de Autismo)**
3. **The Proponent(s) must provide all services as described in the scope of services for all facilities included in the selected predefined group(s).**
4. **The Proponent(s) must address all mitigation measures identified by the DSPR for each facility. This must include studies, technical assessments, drawings, reports, environmental services, memorandums, and any other necessary products to achieve compliance with the Program's objectives.**
5. **The Proponent(s) acknowledges that if selected, it will pause the design activities beyond the 30% and environmental review deliverables for each facility and await DSPR's Notice to Proceed to continue with the rest of the design phases unless otherwise indicated by DSPR.**

The A/E firm shall provide all professional services necessary to complete the project in accordance with the applicable design standards, regulations, and codes, **including but not limited**

to the Reglamento Conjunto, the Puerto Rico Building Code, the International Building Code (IBC), the Guidelines for Design and Construction of Residential Health, Care, and Support Facilities (FGI, 2018), Centers for Medicare & Medicaid Services (CMS) Standards, ADA Accessibility Guidelines (ADAAG), and other applicable local and federal requirements.

The Scope of Services includes the following:

1. Services

1.1. Studies, Design, Cost Estimate, and O&M Plan

The requested services include the following responsibilities:

- 1.1.1. *The Proposer shall consider performing all necessary studies required to establish design elements and design criteria. Studies shall consider land surveying, as-builts, environmental studies, engineering studies, and/or any other study required to perform all analyses to determine all dimensions and sizes, all material and equipment quantities and quality, all installation or construction specifications, and all operation and maintenance plan specifications.*
- 1.1.2. *All pre-design, environmental, and design-related studies shall be prepared in compliance with applicable municipal, state, and federal codes, regulations, and laws and shall be prepared and certified by the required professional whenever applicable.*
- 1.1.3. *All pre-design, environmental, and design-related studies shall be covered under the project budget. After evaluation and clarification of any information, the DSPR will evaluate and determine the acceptance of the proposed services by providing written approval to the Proposer.*
- 1.1.4. *The Proposer is responsible for preparing all necessary drawings for construction in digital format, with drawing templates, scales, and drawing sheets size to be provided. Drawing in digital format shall be prepared in AutoCAD (**DWG**) format. Drawings shall be delivered in Portable Document Format (**PDF**).*
- 1.1.5. *The construction drawings shall include all necessary graphical and descriptive information indicating the arrangement of components, detailing, dimensions, and so on in floor plans, profiles, elevations, sections, and details, and shall provide a complete representation of the Project to be constructed. The drawing set shall consider showing each major trade separately in separate drawings, for example, architecture, civil, electrical, mechanical, landscape, and so on, as deemed necessary.*
- 1.1.6. *Drawings should avoid presenting information set out in specifications. Drawings shall include references to specifications rather than duplicating specifications information*
- 1.1.7. *All design and specifications for construction documents shall be certified by a professional engineer or architect licensed to practice in Puerto Rico (required by Law 173 of August 12, 1988).*
- 1.1.8. *All design documents and specifications shall be delivered in PDF. The construction specifications should be written providing sufficient detail to describe the*

materials, construction techniques, construction methods, and workmanship.

- 1.1.9. *The Proposer is responsible for preparing and submitting a detailed take-off and cost estimate for every design development delivery.*
- 1.1.10. *The Proposer shall submit all take-off and cost estimate documents certified by a professional engineer or architect licensed to practice in Puerto Rico (Law 173 of August 12, 1988).*
- 1.1.11. *The Proposer shall consider a minimum of deliveries at 30%, 60%, 90% of design progress, and with the construction bid set, considering all construction work described in drawings, specifications, permits, and endorsements*
- 1.1.12. *The Proposer shall expect comments and questions from every drawing set and specifications submitted, because of such comments and questions, the take-off and cost estimate shall be revised and resubmitted as needed.*
- 1.1.13. *The Proposer is responsible for managing the design to meet the project's budget during the design development phase. Any cost variations identified in the budget must be informed in a timely manner to determine the available alternatives and impact on the project.*
- 1.1.14. *The Proposer shall prepare and format all construction specifications, take-offs, and cost estimates in accordance with the Master Format standard from the Construction Specifications Institute (CSI).*
- 1.1.15. *The Proposer shall prepare and deliver the construction/project procurement process package documentation, and it shall be prepared in conformance with the requirements of 2 C.F.R. § 200.318 to 2 C.F.R. § 200.327. Law No. 81 of March 14, 1912, as amended; Act No. 237 of 31 August 2004, as amended; Administrative Bulletin No. OE-2021-029 of April 27, 2024; Administrative Order 2023-581 of December 21, 2023, as amended, and those applicable and current laws, orders, memoranda, and/or administrative bulletins, as of the date of publication, establish the requirements for the Request for Proposals (RFP).*
- 1.1.16. *The construction/project procurement process package shall include all the necessary information required for construction contractors (bidders) to determine material quantities, dimensions, and extension work to allow them to perform necessary analyses to provide a price to build the project.*
- 1.1.17. *The Proposer shall prepare the Operations and Maintenance (O&M) Plan as established in the CDBG-MIT Operations and Maintenance Plan Guide, as amended. Proposer shall consider a minimum of deliveries at 30%, 60%, 90% of design progress, and the Final O&M Plan at project completion.*

NOTE: Design activities beyond the 30% design and environmental review deliverables shall not continue until DSPR's Notice to Proceed.

1.2 Permits and Endorsements

The requested services include the following responsibilities:

- 1.2.1 *The Proposer shall consider the identification of all necessary municipal, state, and federal permits and endorsements required for the construction of the project.*
- 1.2.2 *The Proposer shall consider the preparation and submission of all necessary documentation and required communications to the required municipal, state, or federal entities.*
- 1.2.3 *The management of all required permits and endorsements shall be performed until all required permits and endorsements are obtained in compliance with all requirements for construction*

1.3 Environmental Review

The requested services include the following responsibilities:

- 1.3.1 *Proposer shall consider the preparation of an Environmental Review in full compliance with the requirements of the National Environmental Policy Act and 24 C.F.R. Part 58, HUD Environmental Review Regulations.*
- 1.3.2 The proposer is responsible for determining the Environmental Review for this Project, which shall fall into one of the following **Level of Environmental Review Determinations (LOERD)**:
 - 1.3.2.1 Exempt (**EX**) per 24 CFR 58.34
 - 1.3.2.2 Categorically Excluded Activities:
 - 1.3.2.2.1 Categorically Excluded Not Subject (**CENST**) to 24 CFR § 58.5: Includes those activities included under 24 CFR § 58.35(b) and require environmental checks for the items listed at 24 CFR §58.6. For activities under this classification, no Public Notice or Request for Release of Funds is required to use grant funds.
 - 1.3.2.2.2 Categorically Excluded Subject (**CEST**) to 24 CFR § 58.5: Refers to those activities included under 24 CFR § 58.35(a) and require environmental checks for items listed at 24 CFR § 58.5 and 24 CFR § 58.6. If any environmental items are identified as potentially impacting (such as floodplains), a Request for Release of Funds (including publication of Notice of Intent) is required.
 - 1.3.2.2.3 Environmental Assessment (**EA**) per 24 CFR 58.36

1.3.2.2.4 Environmental Impact Statement (EIS)

1.3.3 The proposer shall consider all necessary communications and consultations to complete the Environmental Review as established by HUD requirements.

1.3.4 The proposer shall publish all notices, as required by regulation, if applicable.

1.3.5 Proponent shall identify and perform all necessary **Environmental Specialized Studies** required for the Environmental Review. The Environmental Specialized Studies shall be covered under the project budget.

1.3.5.1 Environmental Specialized Studies include:

1.3.5.1.1 **Land Surveys** (boundary surveys, ALTA surveys, topographic surveys, location surveys, mortgage surveys, subdivision surveys, new construction surveys, etc.)

1.3.5.1.2 **Hazardous Material Studies** (lead-containing materials, asbestos-containing materials, etc.)

1.3.5.1.3 **Geotechnical Studies** (drilling works, soil sampling and investigations, rotary core drilling and rock sampling, standard penetration tests, field vane shear tests, cone penetration tests, etc.)

1.3.5.1.4 **Hydrological Studies** (catchment analysis, catchment flows, rainfall analysis, hydrogeology, overland flow/runoff assessment, watercourse hydraulics, flood risk assessment, drainage impact statement, etc.)

1.3.5.1.5 **Environmental Studies** (wetland evaluations and delineations, historical and archeological studies, surveys, and monitoring, phase II environmental site assessments, etc.)

1.3.6 The proposer should be able to prepare analyses (if applicable) for various statutory authorities, including but not limited to:

- 1.3.6.1 Airport Hazards,
- 1.3.6.2 Coastal barrier resources,
- 1.3.6.3 Air quality,
- 1.3.6.4 Coastal zone management,
- 1.3.6.5 Flood insurance,

- 1.3.6.6 Endangered species,
 - 1.3.6.7 Environmental justice,
 - 1.3.6.8 Explosive and flammable facilities,
 - 1.3.6.9 Farmlands protection,
 - 1.3.6.10 Floodplain management,
 - 1.3.6.11 Historic preservation,
 - 1.3.6.12 Noise abatement and control,
 - 1.3.6.13 Site contamination and toxic substances,
 - 1.3.6.14 Sole source aquifers,
 - 1.3.6.15 Wetlands Protection,
 - 1.3.6.16 Wild and scenic rivers,
 - 1.3.6.17 Analysis of NEPA criteria, and
 - 1.3.6.18 Other environmental assessments or impact factors
- 1.3.7 The proposer shall compile all necessary information in the format required by HUD in accordance with the level of environmental review, preferably in the format identified in the HUD Exchange.
- 1.3.8 The proposer shall expect comments and questions on submitted Environmental Review documentation, and because of such comments and questions, the Environmental Review documentation shall be revised, updated, and resubmitted as needed.
- 1.3.9 The proposer shall assist in reviewing comments or questions from the public or HUD and shall respond to comments or questions received from the public, HUD, or any other federal or state regulatory agencies about the environmental review process. As a result of such comments and questions, the Proposer shall consider revising and resubmitting Environmental Review documentation as needed.
- 1.3.10 Assist in any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and Regulations, and the Puerto Rico Department of Natural and Environmental Resources (PRDNER or "DRNA", for its Spanish acronym), and other environmental requirements
- 1.3.11 If required for the project, any consultant working with **Historic Preservation** issues must be **Secretary of the Interior (SOI) qualified** to be able to submit decisions or recommendations to the State Historic Preservation Office (SHPO).

Note: The proposer must expect DSPR, the Project's Oversight Management firm, and/or DSPR's reasonable comments or revisions (request for changes) of delivered documents. The Selected Proposer(s) must account for revisions or clarification requests by DSPR Representatives and/or DSPR related to required deliverables.

1.4 Construction Bid Support

The requested services include the following responsibilities:

- 1.4.1 *Supporting the preparation of the instructions to the bidders.*
- 1.4.2 *Providing all required support during the construction bid process.*
- 1.4.3 *Providing written clarifications and answering bidders'*

questions, assisting and participating in the pre-bid meeting, including site visit, and preparing necessary addendum documentation.

- 1.4.4 Participating in meetings with the evaluation committee, if applicable, to clarify the scope of services, cost considerations, or any other questions during the evaluation process of bids.*

1.5 Design Services During Construction (Supervision)

The requested services include the following responsibilities:

- 1.5.1 Providing support during the construction process of the Project. The support shall consider the evaluation of submittals, site visits, participation in construction meetings, evaluation of scope changes, and evaluation of cost analyses*
- 1.5.2 Providing support for the evaluation of the Project during Substantial Completion, Final Completion, and Closeout activities of the Project.*
- 1.5.3 Reviewing for compliance with design concepts, shop drawings, and erection drawings submitted by the contractor.*
- 1.5.4 Reviewing laboratory, shop, and mill test reports on materials and equipment.*
- 1.5.5 Visiting the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work.*
- 1.5.6 Issuing instructions for the contractor, issuing necessary interpretations and clarifications of contract documents, evaluating change orders requiring special inspections and testing of the work, and making recommendations as to the acceptability of the work.*
- 1.5.7 Preparing sketches to resolve problems due to actual field conditions encountered.*
- 1.5.8 Determining amounts of progress payments due, based on the degree of completion of the work, and recommending issuance of construction work payments.*
- 1.5.9 Observing and assisting in the performance test and initial operation of the Project.*
- 1.5.10 Preparing record drawings to include any design changes approved by the professional during the construction phase.*
- 1.5.11 Making field observations and reporting on completion of the project, including recommendations concerning final payments to constructors and release of retained percentages.*

2. Staff Requirements, Roles, Responsibilities

The Proponent shall have or will secure, at its own expense, all personnel required in performing the services under the contract. DSPR expects the Selected Proponent to provide competent and fully qualified staff who are authorized or permitted under federal, state, and local law to perform the scope of work under the contract. The DSPR reserves the right to request the removal of any staff who are not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the DSPR.

2.1 Staff Requirements

Key staff resources must be ready to begin working within two (2) weeks after the contemplated contract execution date and may be working throughout the term of the contract. Proposer must

always ensure the professional architectural or engineering and environmental review services are performed by licensed professionals with the proper qualifications, skills, and experience necessary to perform such services, according to applicable federal and local rules and regulations.

2.2 Organizational Chart

The Proponent’s organizational chart shall include the required number of personnel, role and responsibilities, name of resource(s) or subcontractor(s), and resume or professional information.

2.3 Staff Experience and Qualifications

The Proposer shall demonstrate that its Key Staff (and subcontractors’ staff) meet the desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services. Table 1 presents requirements for Key Staff, roles, and responsibilities.

Table 1. Key Staff Requirements and Responsibilities

Key Staff	Requirements	Roles & Responsibilities
Professional Engineer (PE) or Registered Architect (RA) of Record	<ul style="list-style-type: none"> + Must have a bachelor’s degree or higher in Planning, Engineering, Architecture, Project Management, or a similar discipline. + Must have a professional license and/or certification valid in Puerto Rico. + Must have at least five years of previous professional experience as a Senior Design Manager. + Must have fluent verbal and written communication skills in English and Spanish. 	<ul style="list-style-type: none"> + Assess and understand the DSPR’s project needs and develop design solutions based on these spatial and technical considerations. + Lead the design development of the project of one or more disciplines, including planning, civil, structural, architecture, mechanical, electrical, and other services as needed. + Manage the project schedule, budget planning, and design work. + Certify design documents, drawings, and specifications deliveries as required by certified professionals. + Implement design, technical, and quality standard processes. + Lead, manage, and oversee DSPR’s project-related developments from application, design development, mitigation, permitting, bidding, construction, and close out. + Identify and implement studies and design services schedule, including milestone dates for progress deliveries and for the bidding process. + Design schedule shall consider deliveries, milestones, and duration for documents, peer review, and approval tasks. + Develop a construction schedule plan, including estimated duration. + Review and update studies and design schedule as needed during the pre-construction phase.

Key Staff	Requirements	Roles & Responsibilities
		<ul style="list-style-type: none"> + Coordinate all required studies and the environmental review process. + Coordinate the professional certification of all required documentation as established by applicable regulations or laws. + Attend technical discussion and coordination meetings. + Communicate with all levels of management and staff. + Formulates and reviews project feasibility studies, risk assessments, and cost estimates during all project development as needed. + Communicate with all design team members and ensure that codes, standards, schedules, policies, objectives, and goals are identified. + Coordinate all necessary environmental considerations as required by environmental evaluation, including environmental review requirements. + Communicates all technical aspects of project requirements within engineering disciplines. + Manage and control the implementation of applicable municipal, state, and federal construction codes and standards. + Develop and manage project costs during all pre-construction tasks. + Certify cost estimate deliveries as required by a certified professional. + Implement design management techniques to identify anything that can affect the project’s timeline, performance, and budget. + Implement review procedures to validate compliance of applicable construction codes, local and federal, for all projects under the CDBG-DR and CDBG-MIT Programs. + Develop O&M Plan for the project as per CDBG-MIT Operations and Maintenance Plan Guide, as amended.
<p>Engineers or Architects in Training</p>	<p>+ Must have a bachelor’s degree or higher in an engineering or architecture field.</p>	<p>+ Must support or assist the Professional Engineer (PE), Registered Architect (RA), or Subject Matter Expert (SME) on all project-related design and engineering deliverables.</p>

Key Staff	Requirements	Roles & Responsibilities
	<ul style="list-style-type: none"> + Must be a Licensed Engineer or Architect in Training for the last five years in Puerto Rico. + Must have at least three (3) years of experience in the construction industry. + Must be practicing under the supervision of a licensed professional. + Must knowledge of sustainable building design and construction and be familiar with a Green Building Standard. 	<ul style="list-style-type: none"> + Assist the Subrecipient in all tasks required to achieve project completion.
<p>Subject Matter Expert (SME)</p>	<ul style="list-style-type: none"> + Must have a degree in Engineering + Must be a licensed professional engineer in Puerto Rico + Must have at least ten (10) years of experience in related areas such as structural, geotechnical, hydrology, MEP, or other specialized engineering divisions. 	<ul style="list-style-type: none"> + Collaborate with DSPR, PRDOH personnel, or authorized representatives to address the needs of the IMP Project. + Prepare Environmental Review work plans and reports. + Review all documentation regarding compliance with NEPA, 24 C.F.R. Part 58, and all applicable environmental-related laws and regulations in Puerto Rico. + Coordinate the implementation of the most current and applicable best practices for environmental reviews under CDBG-DR and CDBG-MIT IMP Program. + Provide all necessary support regarding requests for release of funds for CDBG-DR and CDBG-MIT programs. + Lead and coordinate current techniques to undertake investigations determined necessary for the Environmental Review. + Certify environmental compliance documentation deliveries as required by a certified professional.
<p>Draftsman</p>	<ul style="list-style-type: none"> + Must be proficient in CAD Software. + Must have at least two (2) years of experience in the construction industry. + Must have the ability to understand engineering/architectural drawings and specifications. 	<ul style="list-style-type: none"> + Must assist and support the PE, RA, or SME, on, but not limited to, design drafting, etc., to achieve project(s) deliverables and milestones. + Assist the PE or RA in all tasks required to achieve project completion.

2.4 Environmental Consultant (Environmental Professional Services) Staff requirements, Roles, and Responsibilities

The Proponent must include with its proposal/quotation the Resume or Curriculum Vitae for the following positions:

1. Senior Environmental Specialist
2. Environmental Specialist
3. GIS Specialist
4. Architectural Historian
5. Archaeologist

Table 2. Key Staff Requirements and Responsibilities (ES)

Position	Qualifications	Responsibilities
<p>Senior Environmental Specialist</p>	<ul style="list-style-type: none"> + Must have a bachelor’s degree or higher in engineering, environmental science, natural sciences, hydrology, geology, or a similar field. + Must have at least seven (7) years of experience as an environmental specialist. + Must be fluent in Spanish or English. Bilinguals preferred. + Must be able to analyze and interpret regulations, scopes of work, and other documentation. 	<ul style="list-style-type: none"> + Lead environmental consulting services assignments; supervise support staff assigned for environmental consulting activities. + Establish direct communication and a working relationship with project stakeholders to support environmental consulting activities. + Participate in meetings with project stakeholders to support environmental consulting activities. + Conduct evaluations and office and field reviews of activities to be funded with CDBG funds to determine compliance with applicable environmental and public health laws, rules, and regulations. + Make computations and calculations to assess compliance with regulatory requirements. + Analyze and provide recommendations on environmental mitigation measures that should/must be implemented as part of the CDBG-funded activities to assure compliance with regulatory requirements. + Make presentations to federal, state, and local agencies, elected officials, special interest groups, business and industry, community organizations, and individuals on environmental review activities conducted for project assignments. + Review, analyze, and respond to comments from the public on environmental review activities conducted or being conducted. + Write reports, presentations, and correspondence.

Position	Qualifications	Responsibilities
<p>Environmental Specialist</p>	<ul style="list-style-type: none"> + Must have a bachelor’s degree or higher in engineering, environmental science, natural sciences, hydrology, geology, or a similar field. + Must have at least three (3) years of experience as an environmental specialist. + Must be fluent in Spanish or English. Bilinguals preferred. 	<ul style="list-style-type: none"> + Coordinate duties and work with other environmental specialists and others to support environmental consulting activities. + Assist with evaluations, office, and field reviews of activities to be funded with CDBG funds to determine compliance with applicable environmental and public health laws, rules, and regulations. + Assist with computations and calculations to assess compliance with regulatory requirements. + Assist with the analysis and provision of recommendations on environmental mitigation measures that should/must be implemented as part of the CDBG-funded activities to assure compliance with regulatory requirements. + Assist with presentations to federal, state, and local agencies, elected officials, special interest groups, business and industry, community organizations, and individuals on environmental review activities conducted for project assignments. + Review, analyze, and assist with the responses to comments from the public on environmental review activities conducted or being conducted. + Assist with the writing of reports, presentations, and correspondence.
<p>GIS Specialist <i>[Pre-Approval Required]</i></p>	<ul style="list-style-type: none"> + Must have a bachelor’s degree in science, geography, GIS, geology, computer science, or other related fields. + Must have at least three (3) years of experience as a GIS Specialist. + Must be fluent in Spanish or English. Bilinguals preferred. 	<ul style="list-style-type: none"> + Coordinate duties and work with environmental specialists, other environmental technicians, and others to support environmental consulting activities. + Prepare and clean data for dedicated purposes. + Analyze spatial data to support environmental consulting activities by using mapping software. + Discover patterns and trends through spatial mapping of data. + Design digital maps with geographic data and other data sources. + Create “shapefiles” to merge data from different sources. + Produce maps showing the spatial distribution of data. + Produce reports and geographic data using data visualization tools.

Position	Qualifications	Responsibilities
<p>Architectural Historian <i>[Pre-Approval Required]</i></p>	<p>+ Must meet the minimum education and experience requirements for Architectural History, Architecture, or Historic Architecture in the Secretary of the Interior’s Professional Qualification Standards for Archeology and Historic Preservation, as they may be amended from time to time. + Must be approved by the State Historic Preservation Office (SHPO) and HUD.</p>	<p>+ Coordinate duties and work with environmental specialists and others to support environmental consulting activities. + Perform research and assess architectural preservation considerations for CDBG-funded activities. Conduct historic resources surveys, archival research, historic building assessments, architectural view-shed studies, and evaluate local and state registers for documentation. + Inspect sites and structures to assess architectural preservation considerations. + Evaluate potential architectural preservation impacts on buildings and properties of CDBG-funded activities. + Analyze and provide recommendations on environmental mitigation measures that should/must be implemented as part of the CDBG-funded activities to assure compliance with historic preservation requirements for architecture. + Supervise data collection of historic buildings. + Supervise/monitor construction work on historic properties. + Prepare reports and documentation for consultations with SHPO. Prepare historical context statements that include cultural, social, and economic elements.</p>
<p>Archaeologist <i>[Pre-Approval Required]</i></p>	<p>+ Must meet the minimum education and experience requirements for Archaeology in the Secretary of the Interior’s Professional Qualification Standards for Archeology and Historic Preservation, as they may be amended from time to time. + Must be approved by the SHPO and HUD.</p>	<p>+ Coordinate duties and work with environmental specialists and others to support environmental consulting activities. + Perform research and assess archaeological preservation considerations for CDBG-funded activities. + Inspect sites and structures to assess archeology preservation considerations. Conduct field surveys with identification and evaluation of historical and/or precontact period sites. + Perform archaeological survey, excavation, and the documentation of testing results. + Evaluate potential archaeological preservation impacts on buildings</p>

Position	Qualifications	Responsibilities
		and properties of CDBG-funded activities. + Analyze and provide recommendations on environmental mitigation measures that should/must be implemented as part of the CDBG-funded activities to assure compliance with historic preservation requirements for archaeology. + Supervise data collection of historic buildings. + Supervise/monitor construction work on historic properties. + Prepare reports and documentation for consultations with SHPO. Prepare Cultural Resources to work in accordance with Section 106 of the National Historic Preservation Act and other relevant federal and state laws.

2.5 Additional Qualifications

In addition to the above qualifications, any consultant personnel working with Historic Preservation issues must be a *Secretary of the Interior (SOI) Qualified* to submit decisions or recommendations to the State Historic Preservation Office (SHPO).

3. Task and Deliverables

The Proponent will be responsible for performing the following tasks:

Task	Subtask	Service and Deliverable Required
1. Initial Assessment Report per facility	The selected Proposer shall perform an initial assessment of the proposed project site(s) and facilities to determine existing conditions, mitigation opportunities, preliminary feasibility, and potential regulatory requirements associated with CDBG-DR/MIT funded activities.	Services may include: <ul style="list-style-type: none"> • Site inspections; • Existing conditions documentation; • Preliminary engineering and architectural evaluations; • Environmental and mitigation considerations; • Development of recommendations and conceptual alternatives. Deliverables: The Initial Assessment Report per facility shall be submitted to DSPR before continuing with design development.
2. Studies, Design, Cost Estimate, and O&M Plan	a. Preparation of Studies	a) Proposer shall deliver to DSPR a list of all required studies that will be necessary to develop the design. b) The list of studies shall include a description of the work necessary for each study, including the schedule for each deliverable. c) Proposer will notify DSPR before commencing any work related to studies. d) The studies shall be covered under the project budget. e) Proposer shall expect comments and revisions from DSPR that may require

Task	Subtask	Service and Deliverable Required
		revision of deliverable studies. <u>Deliverables:</u> Studies required for the development of the Project’s design as established in the list provided by the Proposer.
	b. Preparation of Drawings Set	a) Proposer shall deliver to DSPR a list of all required drawings that will be necessary to develop the construction drawing set. The list shall include a general description of the work necessary for developing the drawings, including a schedule for deliverables. b) Proposer shall consider submitting deliveries of progress drawings at 30%, 60%, and 90% of the completion of the construction set of drawings. For each delivery, the Proposer shall expect revisions and comments from the DSPR that may require updates, changes, or modifications to the set of drawings. c) Proposer shall address comments and revision requirements before submitting the next set of progress drawings. <u>Deliverables:</u> Progress drawings deliveries at 30%, 60%, and 90% required for the development of the Project’s construction drawings package, as established in the list provided by the Proposer.
	c. Preparation of Specifications Set	a) Proposer shall deliver to DSPR a list of all required specifications that will be necessary to present Project requirements during the construction process. The list shall include a general description of the work necessary for developing the specifications, including a schedule for deliverables. b) Proposer shall consider submitting deliveries of progress specifications at 30%, 60%, and 90% with the completion of the construction set of drawings. For each delivery, the Proposer shall expect revisions and comments from the Subrecipient that may require updates, changes, or modifications to the set of specifications. c) Proposer shall address comments and revision requirements before submitting the next set of progress specifications. <u>Deliverable:</u> Set of specifications deliveries at 30%, 60%, and 90% required for the development of the Project’s construction as established in the list provided by the Proposer.
	d. Take-off and Cost Estimate	a) At the 30% progress drawings delivery, the Proposer shall prepare and deliver to the Subrecipient a high-level cost estimate report, including take-off and cost estimate considering the progress of drawings at this level of development. Proposer shall

Task	Subtask	Service and Deliverable Required
		<p>address the comments and revisions requirements presented by the DSPR before submitting the next set of progress cost estimates.</p> <p>b) At the 60% and 90% progress drawings delivery, the Proponent shall prepare and deliver to the DSPR a cost estimate report, including take-off and cost estimate considering the progress of drawings at this level of development. The structure and format of the take-off and cost estimate report shall adhere to CSI or similar.</p> <p>c) Proposer shall address the comments and revisions requirements presented by the DSPR before submitting the next set of progress cost estimates.</p> <p><u>Deliverables:</u> Progress cost estimate reports, with take-off supporting information, at 30%, 60%, and 90% progress deliveries of drawings.</p>
	<p>e. Operations and Maintenance (O&M) Plan</p>	<p>a) Proposer shall assist the DSPR with the preparation of the Operations and Maintenance Plan during the Planning and Design Phases of the project, as established in the CDBG-MIT Operations and Maintenance Plan Guide, as amended, with submittals at 30%, 60%, and 90% design.</p> <p>b) During the construction of the project, Proponent shall adjust the O&M Plan, as necessary, to accommodate changes incorporated in the project.</p> <p>c) Final O&M Plan shall be submitted by the Proposer as part of the construction closeout process.</p> <p><u>Deliverables:</u> Operations and Maintenance Plan, at 30%, 60%, and 90% progress, with deliveries of drawings.</p> <p>Final Operations and Maintenance Plan, at the construction closeout phase, with the As-Built Drawing delivery.</p>
	<p>f. Construction Drawings Set for Bid</p>	<p>a) After the 100% development of the progress drawings is reached, the Proposer shall prepare and deliver to the DSPR, for revision comments, the complete set of drawings containing all necessary information for the construction of the Project in compliance with all requirements of applicable codes and regulations. The Proposer shall prepare the full set of construction drawings, including all the information required for contractors to provide a price to build the project.</p> <p>b) Proposer shall expect comments and revisions from the DSPR that may require revision of construction drawings.</p> <p><u>Deliverables:</u> Final construction drawings set.</p>

Task	Subtask	Service and Deliverable Required
	<p>g. Construction Specifications for Bid</p>	<p>a) After the 100% development of the progress drawings is reached, the Proposer shall prepare and deliver to the DSPR, for revision comments, the complete set of specifications containing all necessary information for the construction of the Project in compliance with all requirements of applicable codes and regulations. The Proposer shall prepare the full set of specifications, including all the information required for contractors to provide a price to build the project.</p> <p>b) Proposer shall expect comments and revisions from the DSPR that may require revision of construction specifications.</p> <p><u>Deliverables:</u> Final construction set of specifications.</p>
<p>3. Permits and Endorsements</p>	<p>a. Preparation of Permits and Endorsements</p>	<p>a) Proposer shall request an infrastructure pre-consultation from the Permit Management Office (OGPE, from its Spanish acronym) to obtain a recommendation from the related agencies.</p> <p>b) Proposer shall gather the notifications and recommendations from agencies, address any request for information, and implement all recommendations to complete the design of the Project.</p> <p>c) Proposer shall provide a copy to the DSPR of all communications regarding the permitting and endorsements of the Project as soon as the communications are received.</p> <p>d) Based on the communications received, the Proposer shall provide a descriptive work plan to be used for addressing permits and endorsement requirements that will be necessary to accomplish the required construction permit for the Project. The work plan shall include a general description of the work necessary to obtain all permits and endorsements, including a schedule for deliverables.</p> <p>e) Any Permit or Endorsement cost fee related to the project shall be covered under the project budget. The Selected Proposer must provide evidence of the direct costs incurred in the form of an expense receipt, invoice, or other proof of purchase.</p> <p><u>Deliverables:</u> All communications regarding all permits and endorsements for the approval of the Project’s construction permit.</p>
<p>4. Environmental Review</p>	<p>a. Pre-Environmental Analysis and Level of Environmental Review Determination</p>	<p>a) Proposer shall perform an analysis of the scope of work and key environmental factors to make a LOERD and determine the expected levels of effort for the project’s environmental review.</p> <p>b) Analyze proposed activities of projects and project assignments, including the SOW definition.</p>

Task	Subtask	Service and Deliverable Required
		<p>c) Review any technical reports or surveys available for the project at the time of assignment. This may include ASTM Phase I and Phase II Environmental Site Assessments, Biological Assessments, Noise Assessments, Wetland Delineation Reports, Section 106 Cultural Resources Investigation Reports, Endangered Species, U.S. Army Corps of Engineers Permits (USACE), Asbestos and Lead Hazards Assessments, Mold Assessments, Archeological Studies, Architectural Reviews, and others.</p> <p>d) If required for the activity’s LOERD, perform a desktop review of the project, and identify important environmental factors such as floodplain, wetland, coastal, and historical zone determinations.</p> <p>e) Combine the scope of work and the environmental factors of the project site and make a Level of Environmental Review Determination (LOERD) for the Project.</p> <p><u>Deliverables:</u> The final Level of Environmental Review Determination (LOERD) that will be approved by the CDBG-MIT Certifying Officer (PRDOH).</p>
	<p>b. Preparation of Environmental Review Documents</p>	<p>a) Proposer shall prepare and submit, for revision and approval of PRDOH’s Certifying Officer, the proposed level of review required for the Environmental Review to the DSPR.</p> <p>b) Proposer shall address comments and revision requirements before continuing with the required Environmental Review process. The resulting level of review for the Environmental Review Record (ERR) shall be one of the following:</p> <ul style="list-style-type: none"> I. Exempt, or II. Categorically Excluded Activities: <ul style="list-style-type: none"> i. Categorically Excluded Not Subject to 24 C.F.R. § 58.5, or ii. Categorically Excluded Subject to 24 C.F.R. §58.5 III. Environmental Site Assessment, or IV. Environmental Impact Statement (this level of review may cause the project to be unfeasible, it is critically important to urgently notify the DSPR in writing if this is required) <p>c) After the DSPR approval, the Proposer will complete the preparation of the Environmental Review in accordance with the approved level of review.</p> <p>d) The Proposer will prepare and submit to the DSPR the ERR in accordance with 24 CFR 58.36 and in compliance with PRDOH requirements.</p> <p>e) The Proposer shall prepare and submit the</p>

Task	Subtask	Service and Deliverable Required
		<p>final ERR to the DSPR and provide all necessary support for the preparation of the Request for Release of Funds (RROF) that will be certified by the CDBG-MIT Certifying Officer (PRDOH).</p> <p><u>Deliverables:</u> The final Environmental Review Record to be used for the Request for Release of Funds (RROF) that will be certified by the CDBG-MIT Certifying Officer (PRDOH).</p>
	<p>c. Preparation of Public Notice(s) (if required)</p>	<p>a) Proposer will prepare the required documentation for the publication of the ERR notice in a newspaper of general circulation in accordance with 24 C.F.R. § 58.43.</p> <p>b) The Proposer will coordinate with the DSPR and the PRDOH on the publication of the notice on the CDBG-DR webpage, as well as having a hard copy of the ERR and supporting documentation at the offices of the DSPR available for public review.</p> <p>c) Concurrently with the publication of the ERR, the Proposer will provide all necessary support to the DSPR for the preparation of a notification letter to interested parties, including federal agencies, containing the resulting ERR information for their revision and comments.</p> <p>d) If any comment or question is received during the public revision period, the Proposer will provide all necessary support to the Subrecipient to address all comments or questions received, and, if necessary, to modify and update any ERR documentation as required.</p> <p>e) The Proposer shall prepare and submit the final ERR to the DSPR and provide all necessary support for the preparation of the Request for Release of Funds (RROF) that will be certified by the CDBG-DR Certifying Officer (PRDOH).</p> <p><u>Deliverables:</u> Evidence of all published notices, as required by regulation. The final Environmental Review Record is to be used for the Request for Release of Funds (RROF) that will be certified by the CDBG-DR Certifying Officer (PRDOH).</p>
	<p>d. Finding of No Significant Impact (FONSI)- (required for EA LOERDs)</p>	<p>a) Proposer shall prepare drafts and supporting documentation for the FONSI to be published by DSPR under an EA LOERD.</p> <p>b) Proposer shall publish all notices, as required by regulation.</p> <p>c) Proposer shall monitor feedback from the public during the regulatory comment period and prepare responses to public comments and incorporate public feedback as part of the ERR and</p>

Task	Subtask	Service and Deliverable Required
		<p>the FONSI.</p> <p>d) Proposer shall prepare drafts and supporting documentation for the RROF to be sent to HUD for consideration.</p> <p><u>Deliverables:</u> Evidence of published Finding of No Significant Impact (FONSI) as approved by the CDBG-MIT Certifying Officer (PRDOH).</p>
	<p>e. Request for release of funds (RROF) and authorization for use of Grant Funds (required for CEST, EA, and EIS LOERDs)</p>	<p>a) Proposer shall assist DSPR with the RROF process in preparing drafts and supporting documentation for the Notice of Intent of RROF to be published by Entity.</p> <p>b) Proposer shall publish all notices, as required by regulation.</p> <p>c) Proposer shall monitor feedback, prepare responses to public comments, and incorporate public feedback as part of the ERR.</p> <p>d) Proposer shall monitor feedback from HUD during the regulatory 15-day review period for the Authorization for the Use of Grant Funds (AUGF).</p> <p>e) Distribute, once available, the AUGF for the project issued by HUD amongst the project stakeholders and the public, as applicable.</p> <p><u>Deliverables:</u> Evidence of published Request for release of funds (RROF) as approved by the CDBG-MIT Certifying Officer (PRDOH).</p>
	<p>f. Environmental Re-Evaluations (whenever the scope of activities under a completed environmental review changes)</p>	<p>a) Proposer shall assist DSPR with an assessment of the need for re-evaluations of completed ERRs, as requested.</p> <p>b) Proposer shall evaluate the proposed changes and current circumstances of the project and work with project stakeholders to clarify any doubts and obtain any additional information required for the analysis.</p> <p>c) Proposer shall decide, in conjunction with DSPR, whether to reevaluate or not to reevaluate. If there is no reevaluation required, the vendor shall document the review performed and the reasons for the determination in the ERR.</p> <p>d) The <u>project budget</u> shall be used to address the costs of the Environmental Re-Evaluation services work, if required. Proposer shall present an estimate of the hours needed to complete this task for approval of DSPR. Hourly rates shall remain as established by contract.</p> <p>e) For each Environmental Re-Evaluation required, the contracted budget amount will be reduced by the amount of the approved service.</p> <p><u>Deliverable:</u> The final Environmental Re-Evaluation documents that will be certified by the CDBG-MIT Certifying Officer (PRDOH).</p>

Task	Subtask	Service and Deliverable Required
	<p>g. 8-Step Decision-Making Process <i>(for projects in floodplain, coastal barrier, or New Construction in Wetland)</i></p> <p>24 C.F.R. 55.20 requires the undertaking of an 8-step process whenever a proposed action is located in the 100-year floodplain or will result in new construction in a wetland. The Proposer is responsible for assisting the DSPR in the following 8-step process:</p> <ul style="list-style-type: none"> a) Determination of need b) Notification to the Public and Floodplain management and Wetland Protection Agencies of the 8-step process c) Identification of Alternatives to Locating the proposed actions in the Floodplain or Wetland d) Design or Modification of the Proposed Action to Minimize Potential Adverse Impacts to Floodplain or Wetland e) Revaluation of the Proposed Action f) Publication of a final notice g) Implementation of the Proposed Action 	<ul style="list-style-type: none"> a) Proposer will assist in making determinations with DSPR for DSPR for the need to perform the 8-step process. b) Proposer shall identify and evaluate direct and indirect impacts associated with occupancy or modification of the floodplain or wetland, as well as any direct or indirect support of floodplain or wetland development of the proposed activity. Prepare documentation on the impacts and potential support of floodplain or wetland development. c) Proposer shall evaluate the proposed action and its alternatives together and participate in the final decision-making process regarding the project. Prepare documentation on the final determination. d) Proposer shall prepare drafts and documentation for the Final Notice for the decision. e) Proposer shall publish all notices, as required by regulation. f) Proposer shall monitor feedback and comments from the public and Agencies throughout the 8-Step Process; provide responses to and take into consideration analyzing the feedback and comments received. g) Proposer shall monitor the implementation of the project to ensure that environmental mitigation measures for the floodplain or wetland are implemented.
<p>4. Construction Bid Support (Per Hour)</p>	<p>4.1 Support During Construction Bid Process</p>	<ul style="list-style-type: none"> a) At the 100% progress drawings delivery, the Proposer shall prepare and deliver to the DSPR a final cost estimate report certified by a professional architect or engineer licensed in Puerto Rico. The cost estimate shall include take-off, considering the 100% design drawings completed. The structure and format of the take-off and cost estimate report shall adhere to CSI or similar. b) If necessary, the Proposer shall participate during meetings of the construction bid process of the Project, as required by the DSPR. c) Proposer shall provide all necessary information to the DSPR for the preparation of the construction scope of work. d) If necessary, the Proposer shall prepare and/or present all necessary graphical or descriptive information to be presented for the construction bidders during the bid process. e) If necessary, the Proposer shall prepare or review all necessary deliverables to be

Task	Subtask	Service and Deliverable Required
		<p>included in the addendum documentation to be provided to the construction bidders during the bid process.</p> <p>f) If necessary, the Proposer shall prepare or review all comments and/or questions submitted by the construction bidders during the bid process.</p> <p><u>Deliverables:</u> Services during the construction bid process.</p>
<p>5. Design Services During Construction (Supervision)</p>	<p>5.1 Design Services During Construction</p>	<p>a) The Proposer shall provide support to the DSPR during the construction of the Project. The support shall consider the following activities:</p> <ol style="list-style-type: none"> I. Reviewing construction documents and Contractor submittals for compliance with Project design concepts, shop and erection drawings submitted by the contractor. II. Reviewing laboratory, shop, and mill test reports on materials and equipment. III. Visiting the Project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work. IV. Support the DSPR’s Construction Inspector instructions to the Contractor, including interpretations and clarifications of contract documents, preparing change orders requiring special inspections and testing of the work, and making recommendations as to the acceptability of the work. V. Preparing sketches or drawings revisions to resolve problems due to actual field conditions encountered. VI. Support the analysis of amounts of progress payments due, based on the degree of completion of the work, and provide recommendations regarding construction payments. VII. Observing and assisting in the performance test and initial operation of the project. VIII. Providing support for the evaluation of the Project during the Substantial Completion, Final Completion, and Closeout activities of the Project. IX. Preparation of Closeout Binder. <p><u>Deliverables:</u> Services during construction.</p>

Task	Subtask	Service and Deliverable Required
6. Preparation of As-Built drawings		a) The Proposer shall prepare and submit to DSPR the complete final as-built drawings set of the Project, including all the changes or modifications implemented during the construction of the Project. <u>Deliverables:</u> As-built drawings set.

The proposal submitted by the proposer shall include all expenses related to incidentals, overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services. DSPR will not cover any additional costs.

4. Special Tasks or Services

The DSPR has identified a project budget that will be included in the selected Proponent contract to address additional special services required to complete the design work or to prepare permit documentation. The Proponent will be responsible for identifying additional services not included in the above tasks and sub-tasks and notifying the DSPR of which special service(s) are needed. If the Proponent already has the resources can perform the service. If the Proponent doesn’t have the internal resources, shall develop the scope of services needed and request at least two (2) economic proposals from qualified Subcontractors, with experience performing the required special service(s), to perform the required scope of services. After evaluation of the economic proposals, the Proposer must present to the DSPR a recommendation for approval. After evaluation and clarification of any information, the DSPR will evaluate and determine the acceptance of the proposed services by providing written approval to the Proponent. For each special service approved, the contracted amount will be reduced by the amount of the approved service.

5. Reimbursable Expenses

For the Proponent to adequately complete all tasks under this Scope of Services, there are certain costs established by law or regulations that must be paid. These costs include mandatory fees and stamps from the Puerto Rico College of Engineers and Land Surveyors (CIAPR, for its Spanish acronym), Puerto Rico College of Architects and Landscape Architects (CAAPPR, for its Spanish acronym) permit taxes (aranceles), and permit application fees. These costs will be paid by the Proponent to the corresponding entities and presented for reimbursement to the DSPR. The DSPR will reimburse the direct costs incurred by the Proponent for the fees. For this purpose, the Contract includes a project budget out of which reimbursable costs will be paid by DSPR.

ARTICLE 11 – EXECUTION TIME

The total duration for the execution of the professional services under this contract shall not exceed **the estimated durations per facility per phase**, counted from the issuance of the **Notice to Proceed (NTP)** by the Puerto Rico Department of Health (DSPR).

The estimated durations **per phase per facility** are as follows:

Group A: Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA), Bayamon.

Phase of Work	Description	Estimated Duration
1	Initial Assessment	8 weeks
2	Environmental Review-30% Design Development Phase	6 weeks
3	60% Construction Documents, Specifications & Permitting	4 weeks
4	90% Construction Documents, Specifications & Permitting	6 weeks
5	100% Construction Documents, Specifications & Permitting	6 weeks
	Total Design Process	36 weeks

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Group B: Centro de Autismo, San Juan.

Phase of Work	Description	Estimated Duration
1	Initial Assessment	6 weeks
2	Environmental Review-30% Design Development Phase	8 weeks
3	60% Construction Documents, Specifications & Permitting	4 weeks
4	90% Construction Documents, Specifications & Permitting	4 weeks
5	100% Construction Documents, Specifications & Permitting	4 weeks
	Total Design Process	26 weeks

Group C: CTS Aguadilla; Centro Pediátrico Mayagüez; CDT Lajas

Phase of Work	Description	Estimated Duration
1	Initial Assessment	8 weeks
2	Environmental Review-30% Design Development Phase	8 weeks
3	60% Construction Documents, Specifications & Permitting	6 weeks
4	90% Construction Documents, Specifications & Permitting	4 weeks
5	100% Construction Documents, Specifications & Permitting	4 weeks
	Total Design Process	30 weeks

Group D: CTS Ponce; CTS Cayey; CDT Adjuntas

Phase of Work	Description	Estimated Duration
1	Initial Assessment	8 weeks
2	Environmental Review-30% Design Development Phase	8 weeks
3	60% Construction Documents, Specifications & Permitting	6 weeks
4	90% Construction Documents, Specifications & Permitting	4 weeks
5	100% Construction Documents, Specifications & Permitting	4 weeks
	Total Design Process	30 weeks

Group E: Centro Pediátrico Arecibo; CTS Vega Baja; CDT Vega Alta; CDT/ CTS Río Grande

Phase of Work	Description	Estimated Duration
1	Initial Assessment	8 weeks
2	Environmental Review-30% Design Development Phase	8 weeks
3	60% Construction Documents, Specifications & Permitting	6 weeks
4	90% Construction Documents, Specifications & Permitting	4 weeks
5	100% Construction Documents, Specifications & Permitting	4 weeks
	Total Design Process	30 weeks

The A/E firm shall submit a detailed **Work Schedule (Project Timeline)** within ten (10) calendar days of receiving the Notice to Proceed (NTP), reflecting all phases, milestones, deliverables, and submission dates for DSPR review and approval.

Delays attributable to regulatory reviews or agency permitting shall not be considered non-compliance by the A/E firm, provided that the firm submits all required documents within the agreed timeframe and maintains coordination with the DSPR.

ARTICLE 12 – DELAYS IN DELIVERY OF SERVICES (A/E SERVICES)

The duration of the services may be extended by written amendment signed by both parties.

Failure by the A/E Firm to comply with the approved project schedule, without written justification acceptable to the Puerto Rico Department of Health (DSPR) and duly approved by it, may result in administrative remedies, including payment retention or adjustment, as determined by the DSPR.

The DSPR reserves the right to withhold up to ten percent (10%) of the total contract amount in cases of unjustified delay in deliverables or milestones defined in the approved schedule. The withheld amount may be released upon satisfactory completion of the affected deliverables.

Such measures are intended to compensate the DSPR for administrative costs, delays in project milestones, and other impacts resulting from noncompliance with the established schedule.

This provision shall not preclude the DSPR from seeking additional remedies or specific performance as provided by applicable law.

ARTICLE 13 – A/E DESIGN WORK BY PHASES:

13.1 General

The Architect/Engineer (A/E) shall perform all professional services required for the planning, design, permitting, bidding, and construction administration of the Project in accordance with applicable federal, state, and local regulations, including HUD CDBG-MIT requirements, procurement regulations, environmental requirements, and all applicable building codes.

The design services shall be performed in sequential phases. Advancement to the next phase shall be contingent upon approval of the previous phase by the DSPR.

The A/E shall coordinate all activities necessary to deliver a complete, biddable, and constructible project.

13.2 Phase I – Existing Conditions Assessment and Project Initiation

The A/E shall:

- a) Conduct site visits and field investigations.
- b) Verify existing conditions and available record documents.
- c) Identify deficiencies, constraints, and mitigation opportunities.
- d) Collect survey, utility, environmental, and geotechnical information as required.
- e) Conduct stakeholder meetings.
- f) Develop project goals, scope validation, and preliminary budget confirmation.

Deliverables:

- *Existing Conditions Report*
- *Site Investigation Report*
- *Preliminary Project Schedule*
- *Preliminary Cost Opinion*
- *Meeting Minutes*
- *Project Initiation Memorandum*

13.3 Phase II – Schematic Design (30%), plus Environmental Review

The A/E shall prepare conceptual design alternatives and recommend the preferred alternative.

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Services include:

- a) Preliminary architectural concepts.
- b) Preliminary engineering systems.
- c) Site development concepts.
- d) Preliminary code analysis.
- e) Resilience and mitigation considerations.
- f) Preliminary sustainability measures.

Deliverables:

- *Schematic Design Drawings*
- *Preliminary Site Plan*
- *Conceptual Floor Plans*
- *Preliminary Engineering Narratives*
- *Design Criteria Report*
- *Preliminary Cost Estimate (Class 4)*
- *30% Design Package*

Note: Environmental Review Report must be delivered in Phase II with 30% Schematic Design

13.4 Phase III – Design Development (60%)

The A/E shall further develop the approved schematic design into coordinated design documents.

Services include:

- a) Architectural development.
- b) Structural engineering development.
- c) Civil engineering development.
- d) Mechanical, Electrical and Plumbing (MEP) development.
- e) Coordination among disciplines.
- f) Preliminary permit coordination.

Deliverables:

- *Design Development Drawings*
- *Updated Technical Specifications*
- *Updated Basis of Design Report*
- *Updated Cost Estimate (Class 3)*
- *Updated Project Schedule*
- *Value Engineering Analysis*
- *60% Design Package*

13.5 Phase IV – Construction Documents (90%)

The A/E shall prepare detailed construction documents suitable for final review and permitting.

Services include:

- a. Final design coordination.
- b. Incorporation of agency comments.
- c. Preparation of technical specifications.
- d. Final permitting coordination.
- e. Quality control review.

Deliverables:

- *90% Construction Documents*
- *Technical Specifications*
- *Permit Application Package*
- *Updated Cost Estimate (Class 2)*
- *Bid Schedule*
- *Construction Phasing Plan*

- *Quality Control Certification*

13.6 Phase V – Final Bid Documents (100%)

The A/E shall prepare final documents suitable for competitive bidding and construction.

Deliverables:

- *Signed and Sealed Construction Drawings*
- *Signed and Sealed Technical Specifications*
- *Final Engineer's Cost Estimate*
- *Bid Forms*
- *Contract Documents*
- *Front-End Documents*
- *Federal Wage Requirements (if applicable)*
- *Davis-Bacon Requirements (if applicable)*
- *Environmental Compliance Documentation*
- *Final 100% Design Package*

13.7 Permitting and Regulatory Coordination

The A/E shall coordinate and support all permit applications and approvals required for project implementation.

This includes coordination with:

- Puerto Rico Office of Permit Management (OGPe)
- Environmental Resource Agencies
- Utility Companies
- Fire Department
- Municipal Agencies
- Any other Authority Having Jurisdiction (AHJ)

13.8 Cost Estimating Requirements

The A/E shall prepare detailed cost estimates at each design phase.

Cost estimates shall include:

- Construction Costs
- General Conditions
- Contractor Overhead and Profit
- Escalation Factors
- Contingencies
- Permitting Costs
- Utility Costs
- Bid Alternates

13.9 Quality Control and Quality Assurance

The A/E shall implement an internal Quality Control (QC) program throughout the design process.

Prior to submission of each phase, the A/E shall certify that:

- a) Design disciplines are fully coordinated.
- b) Drawings and specifications are consistent.
- c) Cost estimates reflect current market conditions.
- d) Applicable codes and regulations have been incorporated.

13.10 Construction Phase Services

Upon completion of design, the A/E shall provide Construction Administration services including:

- Pre-bid meetings
- Responses to Requests for Information (RFIs)
- Addenda preparation
- Shop drawing review
- Site observations
- Change order evaluations
- Pay application reviews
- Substantial completion inspections
- Final completion inspections
- Project closeout support

13.11 Ownership of Documents

All reports, calculations, studies, specifications, drawings, models, electronic files, and related documents produced under this contract shall become the property of the DSPR upon payment for services rendered.

ARTICLE 14 – SPECIAL CLAUSES APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS (A/E DESIGN)

This Article is applicable when construction activities are part of **Article 10 – Scope of Work**. Although this Request for Proposals (RFP) is limited to **architectural and engineering (A/E) design services**, the A/E Firm shall ensure that all documents prepared under this contract comply with the legal, fiscal, and ethical provisions applicable to public construction projects financed with state funds.

Accordingly, the following clauses shall apply, as reference and compliance framework, for the design phase of the project entitled **“Puerto Rico Department of Health (DSPR) Facility Rehabilitation, Resilience, and Mitigation Project”**.

1. Use of Local Resources

The A/E Firm shall give preference, to the extent possible, to the use of professional and technical personnel, materials, and services located within Puerto Rico. If local resources are unavailable, the Firm shall demonstrate reasonable efforts to obtain them locally before contracting outside the jurisdiction.

2. Compliance with Laws and Regulations

The A/E Firm shall comply with all applicable laws of the Commonwealth of Puerto Rico, including but not limited to:

- Law No. 109 of July 12, 1985 (Buy Puerto Rico Act) – The A/E design shall facilitate compliance with this law for the future construction phase.
- Law No. 117 of July 4, 2006 (Sales and Use Tax Act) and Law No. 72 of May 29, 2015, concerning state and municipal tax obligations (*IVU*).
- Law No. 2 of January 4, 2018, Title III (Anti-Corruption Code for the New Puerto Rico).
- Law No. 73 of July 23, 2019, requiring registration in the Single Registry of Bidders or Providers (RUL/RUP) under the Puerto Rico General Services Administration (ASG).
- Law No. 14 of January 8, 2004 (Puerto Rican Industry Investment Act), promoting the acquisition of local products and services.
- Administrative Bulletins and Circular Letters of the Office of Management and Budget (OGP), including Circular Letters 93-11, 141-17, and 144-17.

3. Tax and Treasury Compliance

The A/E Firm shall comply with the requirements of the Puerto Rico Treasury and the Municipal Revenue Collection Center (CRIM) regarding income, sales, and property tax obligations, pursuant to Circular Letter No. 1300-16-16

4. Labor and Immigration Compliance

The A/E Firm shall comply with all applicable Puerto Rico and Federal Department of Labor requirements, including:

- Fair labor practices
- Equal Employment Opportunity
- Unemployment and disability insurance contributions
- Social Security payments
- U.S. Department of Homeland Security Form I-9 verification for employees assigned to the project.

5. Legal and Ethical Restrictions

The A/E Firm and its key personnel shall not have been convicted or sanctioned for fraud, corruption, or misappropriation of public funds.

The A/E Firm shall adhere to the ethical standards established by Law No. 84 of June 18, 2002 (Code of Ethics for Government Contractors).

6. Administrative Orders of the Puerto Rico Department of Health (PRDOH)

All requirements of the PRDOH's administrative orders are currently in force, including Administrative Order No. 581 (2023), Administrative Order No. 619 (2024), and Administrative Order Number 2026-637, shall apply to this RFP.

These orders govern the selection, evaluation, and contracting of professional services, and the use of the Contract Processing Platform (PCo) of the Office of Management and Budget (OGP).

ARTICLE 14.1 – APELLATE REMEDIES

Revision of the administrative procedure's adjudication

The party adversely affected by a final determination of the Department of Health (DSPR) in a proposal request process may file an application for administrative review within ten (10) calendar days, counted from the deposit in the federal mail or the notification by email, whichever occurs first, pursuant to Section 3.19 of Law 38-2017, 3LPRA §9659. The Department of Health must determine not to accept the request for administrative review within ten (10) calendar days of its submission. If, within that period, the Department of Health decides to accept it, it will have an additional thirty (30) calendar days to adjudicate it, counted from the expiration of the ten (10) days it had to determine not to accept it. The Department of Health may extend the thirty (30) calendar day term, only once, for an additional fifteen (15) calendar days. If a determination is made in the administrative review, the term for filing a judicial review before the Court of Appeals will begin to run from the date a copy of the Department of Health's decision adjudicating the request for administrative review was deposited in the federal mail or served by email, whichever occurs first.

If the Department of Health fails to take any action regarding the administrative review appeal within the terms set forth herein, it shall be understood that it has been rejected outright, and from that date, the term for filing the judicial review appeal shall begin to run. Filing an administrative review appeal with the Department of Health is a jurisdictional requirement before filing a judicial review appeal with the Court of Appeals. The adversely affected party will have twenty (20) calendar days to file a judicial review appeal with the Court of Appeals, counted from the date of deposit in the federal mail or the date the determination is sent by email, whichever occurs first, either from the adjudication of the administrative review request before the Department of Health, or from the expiration of the term the Department had to determine whether or not to grant the administrative review request.

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The party filing an administrative review appeal must submit the original appeal and two (2) copies, either in person or by certified mail with return receipt requested, to the Administrative Hearings Division attached to the Legal Counsel's Office of the Department of Health. The requesting party must also notify all other parties involved within the designated timeframe and include proof of such notification with the appeal. Motions or appeals for administrative review must be filed as follows:

For personal delivery:

Monday through Friday (excluding holidays), between 8:00 a.m. and 4:30 p.m. at the following address: Department of Health, Office of Legal Advice - Administrative Hearings Division, 1575 Ponce de Leon Avenue, Carr. 838, Km. 6.3 Bo. Monacillos, San Juan, Puerto Rico 00926.

Alternatively, by certified mail with return receipt requested, to the following postal address:

Office of Legal Advice - Administrative Hearings Division, Department of Health, PO Box 70184, San Juan, Puerto Rico 00936-8184.

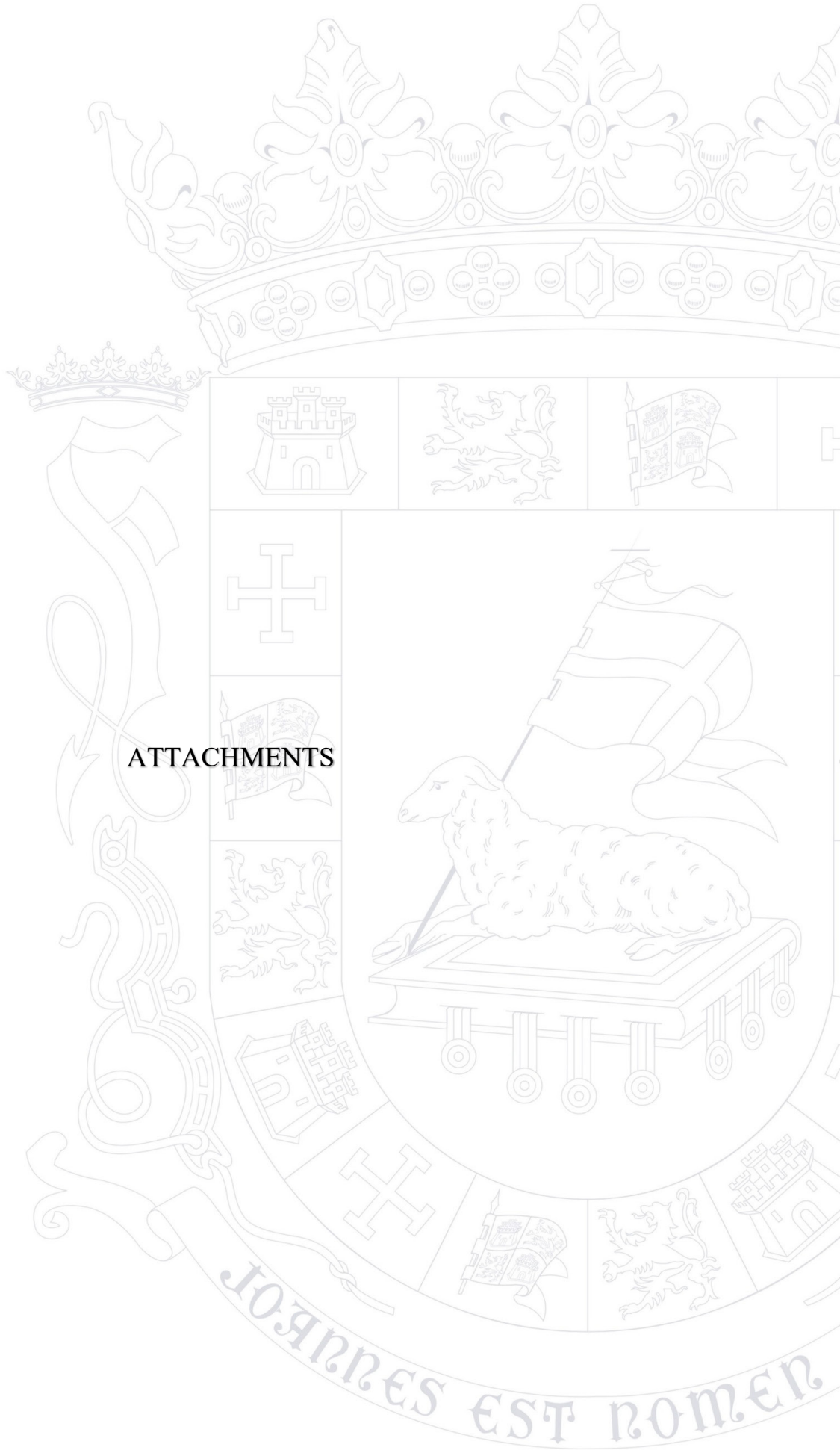
Judicial review of administrative determination

The party adversely affected by the order or final resolution of the Department of Health may file a request for judicial review with the Court of Appeals pursuant to Section 4.2 of Law 38-2027, 3 LPRA Sec. 9672, within twenty (20) calendar days from the filing in the record of the copy of the notification of the order or final resolution of the Department of Health or within twenty (20) calendar days after the expiration of the term provided by Section 3.19 of Law 38-2017. **The mere filing of a request for review shall not have the effect of halting the award of the challenged public bidding process.**

The party requesting judicial review must notify the Department and all parties of the filing of the request for review within the time limit for requesting such review. If the date the copy of the notification of the Department of Health's final order or resolution is filed in the record differs from the date of mailing of said notification, the time limit will be calculated from the date of mailing.

The mere filing of a motion for reconsideration or a request for judicial review does not prevent the Department of Health and its programs from continuing the process of acquiring services in accordance with the request for proposals, unless a court determines otherwise.

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ATTACHMENTS

Attachment A
STATEMENT OF PROPONENT'S QUALIFICATIONS

The Undersigned hereby certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted to: _____
 (Name of Owner)

Submitted by: _____
 (Name of Authorized Person)

Corporation Partnership Individual Other
 (Attach separate sheets as required)

1. Organization Information

- a. How many years has your organization been in the industry as an A/E firm under its present business name?

- b. How many years has your organization been in the industry as an A/E firm under other business names?

2. Corporate Information (If a Corporation)

- a. Date of Incorporation: _____
- b. State or Country of Incorporation: _____
- c. President: _____
- d. Vice President: _____
- e. Secretary or Clerk: _____
- f. Treasurer: _____
- g. Postal Mailing Address: _____
- h. Telephone Number: _____
- i. Email Address: _____

The PRDOH requires submission of a valid **Certificate of Incorporation, Partnership.** Attach copies of all corporate documents.

3. Partnership or Individual (If applicable)

- a. Date of Organization: _____
- b. Name and address of all partners (state whether general or limited):

- c. Mailing Address: _____
- d. Telephone Number: _____
- e. Email Address: _____

4. General Information

- a. General character of work performed by your company:

- b. Percentage of project design work normally performed with your own forces: _____ %
 List design disciplines performed in-house:

5. Contract Performance

- a. Have you ever failed to comply with the stipulations of any contract awarded to you?
 Yes No
 If yes, describe when, where, and why:

- b. Have you ever defaulted on a contract with:
 - The PRDOH? _____

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- Any other local or federal government agency? _____
- A private owner? _____
If yes, describe the facts, project name, scope, and owner/agency involved.

6. Related Organizational History. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to comply with the terms of a construction or design contract?

Yes No

If yes, describe the circumstances:

7. Current and Recent Projects. List the names of all major **design projects** your organization currently has in progress or that are expected to start within the next six (6) months. Include for each:

- Owner or client name
- Contact person, telephone, and email
- Contract amount
- Percent completed
- Project start date and expected completion date

(Attach additional sheets as needed)

8. Proponent's Experience. Provide a detailed description of **five (5) similar recent projects** with satisfactory performance, including the project's owner's name and contact information.

(Attach project sheets as required)

9. Proponent's Qualifications. Include detailed information regarding your firm's experience and capacity to perform the requested services.

Attach the following:

- Curriculum Vitae or résumé of Key Personnel
- Copies of current professional licenses (Architecture and Engineering) valid in Puerto Rico
- Description of proposed team structure and roles

10. Understanding of the Project and Requested Services. Provide a **narrative summary** of the Proponent's understanding of the project's scope, goals, challenges, areas of improvement, and proposed approach to meet the objectives of the CTS Río Grande design assignment.

11. Authorization. The Undersigned hereby authorizes and requests any person, firm, or corporation to disclose or furnish any information requested by the **Puerto Rico Department of Health (PRDOH)** in verification of the information contained in this Statement of Qualifications.

Executed in _____, Puerto Rico, this _____ day of _____, 2025.

(Name of Proponent)

(Proponent's Address)

(Signature of Authorized Representative)

(Title)

Affidavit No. _____

Sworn and subscribed before me on the place and date above stated by _____, who is personally known to me.

(Notary Public)

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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: Hospital Universitario Dr. Ramón Ruiz Arnau (HURRA)

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<ol style="list-style-type: none"> 1) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable. 2) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH. 		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<ol style="list-style-type: none"> 1) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH. 2) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation. 		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<ol style="list-style-type: none"> 1) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH. 		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	1) <i>Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services.</i> 2) <i>The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.</i> 3) <i>Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.</i>			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	1) <i>Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.</i>			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CDT Adjuntas

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations. 3) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable. 4) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
Total Subtotal Cost (Sum of A+B+C+D+E+F+G):		\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
3) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH. 4) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
Total Subtotal Cost (Line-Item H):		\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
2) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
Total Subtotal Cost (Sum of I+J):		\$

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IV. Construction Bid Support				
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>				
4) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services.				
5) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.				
6) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.				
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V. Design Services During Construction (Supervision)				
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>				
2) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.				
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI. Allowances		
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI. Summary of Costs for Services		
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CDT Lajas

I.	Professional Design Services	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>	
	5) <i>For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>	
	6) <i>All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>	
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II.	Environmental Review Services	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	5) <i>Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>	
	6) <i>Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>	
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III.	Technical Studies	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	3) <i>Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>	
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	7) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 8) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 9) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):	\$		

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	3) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):	\$		

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CDT Vega Alta

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>7) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>8) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
Total Subtotal Cost (Sum of A+B+C+D+E+F+G):		\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>7) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>8) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
Total Subtotal Cost (Line-Item H):		\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>4) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
Total Subtotal Cost (Sum of I+J):		\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	10) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 11) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 12) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):	\$		

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	4) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):	\$		

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CDT Rio Grande

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>9) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>10) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>9) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>10) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>5) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	13) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 14) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 15) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	\$

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	5) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	\$

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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Request for Proposal
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 Facility Rehabilitation, Resilience, And Mitigation Project under the
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 Mitigation Program Puerto Rico Department of Health (DSPR)
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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CTS Rio Grande

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>11) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>12) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>11) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>12) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>6) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

Request for Proposal
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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	16) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 17) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 18) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	6) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
	N Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CTS Aguadilla

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>13) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>14) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>13) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>14) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>7) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	19) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 20) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 21) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	7) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
	N Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CTS Cayey

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>15) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>16) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>15) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>16) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>8) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	22) <i>Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services.</i> 23) <i>The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.</i> 24) <i>Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.</i>			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	8) <i>Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.</i>			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances		
#	Description		Totals:
O	Hydrologic Hydraulic (HH) Study		
P	ACM/LBP Assessment/Certification		
	TOTAL COST		\$

VI.	Summary of Costs for Services		
#	Description		Totals:
I.	Design Services		
II.	Permits and Endorsement		
III.	Technical Studies		
IV.	Initial Assessment		
V.	Environmental Review		
VI.	Construction Bid Support		
VII.	Design Services During Construction		
VIII.	Allowances		
	TOTAL COST		\$

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Request for Proposal
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 A/E Design & Environmental Professional Services for DSPR's
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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CTS Ponce

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>17) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>18) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
Total Subtotal Cost (Sum of A+B+C+D+E+F+G):		\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>17) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>18) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
Total Subtotal Cost (Line-Item H):		\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>9) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
Total Subtotal Cost (Sum of I+J):		\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	25) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 26) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 27) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	9) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances		
#	Description	Totals:	
O	Hydrologic Hydraulic (HH) Study		
P	ACM/LBP Assessment/Certification		
	TOTAL COST		\$

VI.	Summary of Costs for Services		
#	Description	Totals:	
I.	Design Services		
II.	Permits and Endorsement		
III.	Technical Studies		
IV.	Initial Assessment		
V.	Environmental Review		
VI.	Construction Bid Support		
VII.	Design Services During Construction		
VIII.	Allowances		
	TOTAL COST		\$

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Request for Proposal
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Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: CTS Vega Baja

I.	Professional Design Services	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>	
	<i>19) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>	
	<i>20) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>	
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II.	Environmental Review Services	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	<i>19) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>	
	<i>20) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>	
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III.	Technical Studies	
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>	
	<i>10) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>	
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	28) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 29) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 30) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	10) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
	N Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances	
#	Description	Totals:
O	Hydrologic Hydraulic (HH) Study	
P	ACM/LBP Assessment/Certification	
	TOTAL COST	\$

VI.	Summary of Costs for Services	
#	Description	Totals:
I.	Design Services	
II.	Permits and Endorsement	
III.	Technical Studies	
IV.	Initial Assessment	
V.	Environmental Review	
VI.	Construction Bid Support	
VII.	Design Services During Construction	
VIII.	Allowances	
	TOTAL COST	\$

END OF DOCUMENT

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
 Community Development Block Grant-Mitigation / Infrastructure
 Mitigation Program Puerto Rico Department of Health (DSPR)
 June 09, 2026

Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: Centro Pediátrico Arecibo

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations.</i>		
<i>21) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable.</i>		
<i>22) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
	Total Subtotal Cost (Sum of A+B+C+D+E+F+G):	\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>21) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH.</i>		
<i>22) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.</i>		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
	Total Subtotal Cost (Line-Item H):	\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
<i>11) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.</i>		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
	Total Subtotal Cost (Sum of I+J):	\$

*Continue on the next page

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	31) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 32) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 33) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	11) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances		
#	Description	Totals:	
O	Hydrologic Hydraulic (HH) Study		
P	ACM/LBP Assessment/Certification		
	TOTAL COST		\$

VI.	Summary of Costs for Services		
#	Description	Totals:	
I.	Design Services		
II.	Permits and Endorsement		
III.	Technical Studies		
IV.	Initial Assessment		
V.	Environmental Review		
VI.	Construction Bid Support		
VII.	Design Services During Construction		
VIII.	Allowances		
	TOTAL COST		\$

END OF DOCUMENT

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
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 June 09, 2026

Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: Centro Pediátrico Mayagüez

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations. 23) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable. 24) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
Total Subtotal Cost (Sum of A+B+C+D+E+F+G):		\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
23) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH. 24) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
Total Subtotal Cost (Line-Item H):		\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
12) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
Total Subtotal Cost (Sum of I+J):		\$

*Continue on the next page

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
 Community Development Block Grant-Mitigation / Infrastructure
 Mitigation Program Puerto Rico Department of Health (DSPR)
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IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	34) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 35) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 36) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	12) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

VI.	Allowances		
#	Description		Totals:
O	Hydrologic Hydraulic (HH) Study		
P	ACM/LBP Assessment/Certification		
	TOTAL COST		\$

VI.	Summary of Costs for Services		
#	Description		Totals:
I.	Design Services		
II.	Permits and Endorsement		
III.	Technical Studies		
IV.	Initial Assessment		
V.	Environmental Review		
VI.	Construction Bid Support		
VII.	Design Services During Construction		
VIII.	Allowances		
	TOTAL COST		\$

END OF DOCUMENT

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
 Community Development Block Grant-Mitigation / Infrastructure
 Mitigation Program Puerto Rico Department of Health (DSPR)
 June 09, 2026

Attachment B

COST SCHEDULE FORM

The Proponent includes design, all labor, equipment, materials, tools, transportation, supplies, overhead, travel expenses (if applicable), permits, taxes, fees, and profit to complete the work in accordance with the included Scope of Work and bidding documents.

Request for Proposal Number: _____

Project Name: _____

Project Site Location: Centro de Autismo San Juan

I. Professional Design Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
Subtask 1. Studies, Design, Cost Estimate, and O&M Plan; 2. Permits and Endorsements; 4. Construction Bid Support; 6. Preparation of As-Built drawings, and 7. Initial Assessment, existing conditions report, or recommendations. 25) For each delivery, the Selected Proposer shall present drawings, specifications, take-off, and cost estimate, reports, and the O&M Plan, established in the Scope of Work, as applicable. 26) All supporting documentation and any other deliverables necessary shall be provided as requested by DSPR and PRDOH.		
	Delivery Task	Fee Totals
A	Design Development (30%)	\$
B	Construction Documents (60%)	\$
C	Construction Documents (90%)	\$
D	Construction Documents (100%)	\$
E	As-built drawing set and Final O&M Plan	\$
F	Permits and Endorsements	\$
G	Initial Assessment	\$
Total Subtotal Cost (Sum of A+B+C+D+E+F+G):		\$

II. Environmental Review Services		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
25) Compensation for any Environmental Review Services deliverables will be issued after any documents, permits, or endorsements are reviewed and approved by DSPR and PRDOH. 26) Evidence of published notices shall be presented with the services invoice, along with any other relevant documentation.		
	Delivery Task	Fee Totals
H	Environmental Review (Lump Sum)	\$
Total Subtotal Cost (Line-Item H):		\$

III. Technical Studies		
<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>		
13) Compensation for any Technical Studies Services deliverables will be issued after any documents, reports, drawings or deliverable are reviewed and approved by DSPR and PRDOH.		
	Delivery Task	Fee Totals
I	Topographic Survey (Lump Sum)	\$
J	Geotechnical Studies (Lump Sum)	\$
Total Subtotal Cost (Sum of I+J):		\$

*Continue on the next page

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
 Community Development Block Grant-Mitigation / Infrastructure
 Mitigation Program Puerto Rico Department of Health (DSPR)
 June 09, 2026

IV.	Construction Bid Support			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	37) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other additional fees and administrative costs applicable to the services. 38) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource. 39) Estimated costs for Architectural and Engineering services should not be interpreted as a cap on costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual need for resources for the services requested by DSPR.			
	Delivery Task	Max. Hours per Month (L)	Rate per Hour (M)	Max. Monthly Cost (LxM)
	Professional Engineer (PE) or Registered Architect (RA) of Record	30	\$	\$
	Engineer or Architect-in-Training	30	\$	\$
	Draftsman/CAD Operators	40	\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

V.	Design Services During Construction (Supervision)			
	<i>Description: (Refer to Request for Proposals, Article 10, Section 1 Scope of Services and Section 3 Tasks and Deliverables)</i>			
	13) Services During Construction, monthly invoices must include all supporting documentation, timesheets (if applicable), meeting minutes, attendance sheets, monthly reports, and any other deliverables necessary to justify the payment, or any other supporting document requested by DSPR and PRDOH.			
	Delivery Task	Duration in Months (N)	Rate per Hour (O)	Max. Monthly Cost (NxO)
N	Design Services During Construction (Supervision)		\$	\$
	Total Subtotal Cost (Sum of all Max. Monthly Costs):		\$	

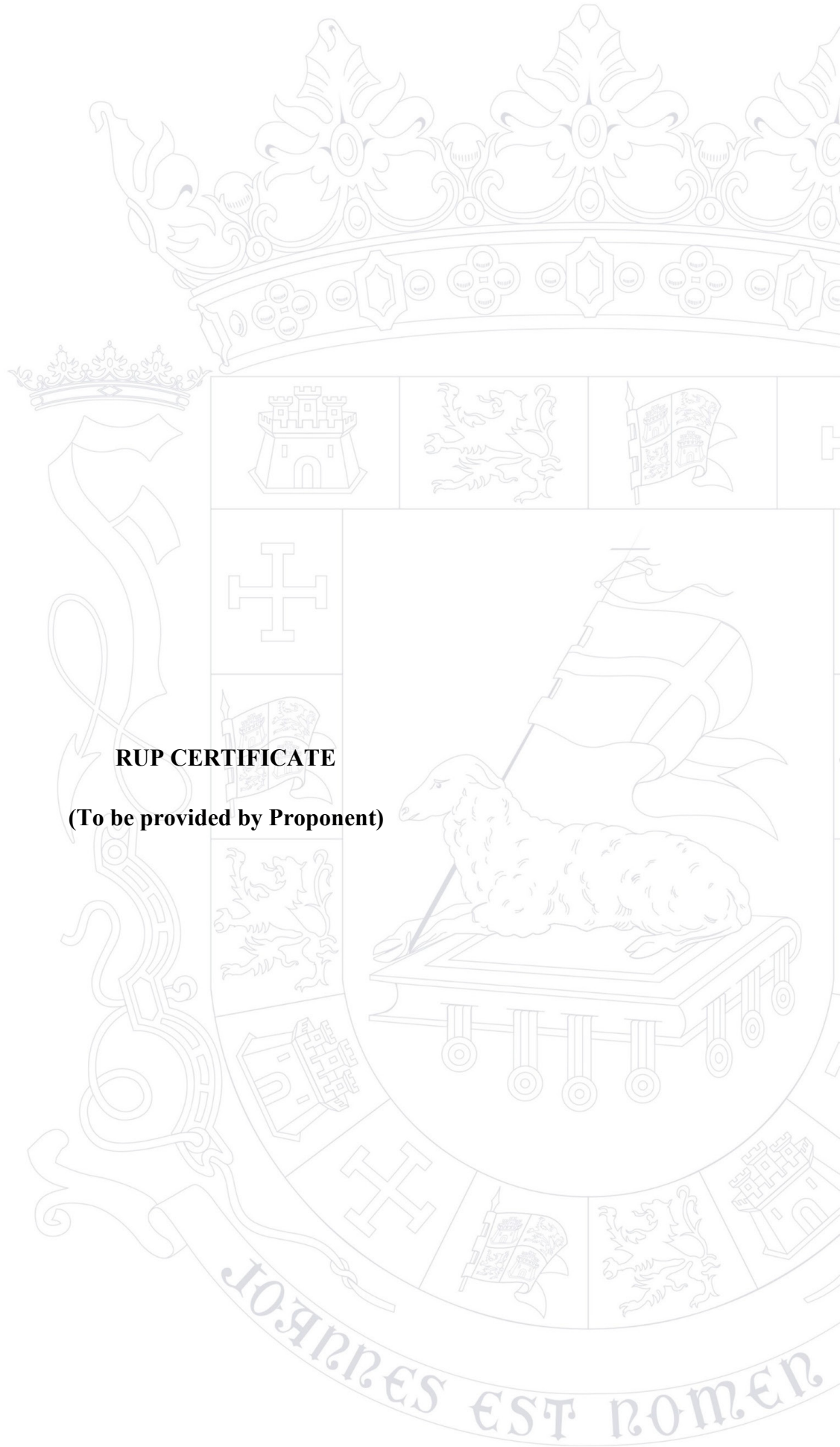
VI.	Allowances		
#	Description	Totals:	
O	Hydrologic Hydraulic (HH) Study		
P	ACM/LBP Assessment/Certification		
	TOTAL COST		\$

VI.	Summary of Costs for Services		
#	Description	Totals:	
I.	Design Services		
II.	Permits and Endorsement		
III.	Technical Studies		
IV.	Initial Assessment		
V.	Environmental Review		
VI.	Construction Bid Support		
VII.	Design Services During Construction		
VIII.	Allowances		
	TOTAL COST		\$

END OF DOCUMENT

Request for Proposal
RFP-PS-2025-2026-039-PMO-CDBG
A/E Design & Environmental Professional Services for DSPR's
Facility Rehabilitation, Resilience, And Mitigation Project under the
Community Development Block Grant-Mitigation / Infrastructure
Mitigation Program Puerto Rico Department of Health (DSPR)
June 09, 2026

Attachment C



RUP CERTIFICATE
(To be provided by Proponent)

Request for Proposal
 RFP-PS-2025-2026-039-PMO-CDBG
 A/E Design & Environmental Professional Services for DSPR's
 Facility Rehabilitation, Resilience, And Mitigation Project under the
 Community Development Block Grant-Mitigation / Infrastructure
 Mitigation Program Puerto Rico Department of Health (DSPR)
 June 09, 2026

Attachment D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The Proponent hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her Request for Proposals, all requirements in the following Addenda to this Request for Proposal/Proposal/Contract:

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

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

**DECLARACIÓN JURADA Ley 2-2018, Código Anticorrupción para el
Nuevo Puerto Rico¹**

**[SWORN STATEMENT] [Act 2-2018, Anti-Corruption Code for a
New Puerto Rico]²**

See attached document

¹ 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 suscriptor, 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 suscriptor, el Proponente.

² *[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.]*

DECLARACIÓN JURADA

Yo, _____, mayor de edad, soltero(a)
casado(a) y residente en _____, en representación de la
compañía _____,
organizada como corporación, sociedad, negocio individual u otro
(especifique) _____, ocupando el cargo de _____ en
la compañía antes indicada, bajo juramento, declaro lo siguiente:

1. Que mi nombre y demás circunstancias personales son las anteriormente expresadas.
2. Que entiendo y acepto que toda persona natural o jurídica que desee participar de la adjudicación de una subasta o en el otorgamiento de algún contrato con cualquier agencia o instrumentalidad gubernamental, corporación pública, municipio, o con la Rama Legislativa o Rama Judicial, para la realización de servicios o la venta o entrega de bienes, someterá una declaración jurada ante notario(a) público(a), según establecido en el Artículo 3.3 de la Ley Núm. 2-2018 conocida como "Código Anticorrupción para el Nuevo Puerto Rico".
3. Que el (la) suscribiente, la compañía _____, o su presidente(a), vice-presidente(a), director(a), director(a) ejecutivo(a) o miembro(s) de una Junta de Oficiales o Junta de Directores(as), o persona(s) que desempeñe(n) funciones equivalentes para la persona jurídica:

no ha sido convicto(a), ni se ha declarado culpable de cualquiera de los delitos enumerados en la Sección 6.8 de la Ley Núm. 8-2017, según enmendada, conocida como "Ley para la Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico", o por cualquiera de los delitos contenidos en la Ley Núm. 2-2018, conocida como "Código Anticorrupción para el Nuevo Puerto Rico".

ha sido convicto(a) o se ha declarado culpable de cualquiera de los delitos, según enumerados en la Sección 6.8 de la Ley Núm. 8-2017, según enmendada, o por cualquiera de los delitos contenidos en la Ley Núm. 2-2018, antes mencionada. En tal caso, se indica lo siguiente:

Nombre de la compañía:

Nombre de su subsidiaria:

Nombre y apellido de la persona aplicable, según establecido en la Ley Núm. 2-2018:

Cargo en la Compañía:

Delito:

Fecha (D/M/A):

País:

Organismo o Tribunal:

4. Que entiendo y acepto que la convicción o culpabilidad por cualesquiera de los delitos enumerados en las citadas leyes inhabilitará de contratar o licitar a la persona natural o jurídica con cualquier entidad gubernamental, corporación pública, municipio, la Rama Legislativa y la Rama Judicial, por los términos aplicables bajo el artículo 6.8 de la Ley Núm. 8-2017, o diez (10) años contados a partir de la fecha en que termine de cumplir la sentencia cuando no se disponga un término en la citada Ley. Esta prohibición aplicará a cualquier delito, según establecido anteriormente, o su equivalente tanto en Puerto Rico, como en la jurisdicción federal, los estados, territorios de los Estados Unidos de Norteamérica o cualquier otro país.

5. Que la compañía _____, representada por el (la) suscribiente, tiene el deber y se compromete a informar continuamente, de forma inmediata, si el (la) suscribiente, o su presidente(a), vice-presidente(a), director(a), director(a) ejecutivo(a) o miembro(s) de una Junta de Oficiales o Junta de Directores(as), o persona(s) que desempeñe(n) funciones equivalentes para la persona jurídica, alguna vez resultara convicto(a) o se haya declarado(a) culpable o se encuentre(n) bajo investigación por los delitos contenidos en la Sección 6.8 de la Ley Núm. 8-2017, según enmendada, o por cualquiera de los delitos contenidos en la Ley Núm. 2-2018, antes mencionada.

6. Que suscribo esta declaración jurada de conformidad con lo establecido en la Ley Núm. 2-2018 y que hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública, municipio, la Rama Legislativa o la Rama Judicial tenga conocimiento de lo aquí declarado y para cualquier otro propósito administrativo o legal.

Y para que así conste, juro y firmo esta declaración en _____, Puerto Rico, el ____ de _____ de ____.

Firma del (de la) Declarante

AFIDÁVIT

Afidávit número: _____

Jurado y suscrito ante mí por _____, de las circunstancias antes mencionadas y a quien identifico mediante _____.

En _____, Puerto Rico, el ____ de _____ de ____.

Nombre del (de la) Notario(a)

Firma del (de la) Notario(a)

Sello Notarial

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.

On _____, this day 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 _____

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 H

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 _____, Puerto Rico this _____ day of _____ of 20____.
(*add municipality*)

(Name of Firm)

By:

(Signature of Proponent)

(Printed Name of Proponent)

(Title)

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 Proposer, who I personally known or have identified by his/her _____.

Public Notary

ATTACHMENT J

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS - CDBG-MIT PROGRAM PUERTO RICO DEPARTMENT OF HEALTH (DSPR)

Given that the DSPR's Subrecipient Agreement (SRA) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this RFP. In addition, **PROPOSERS** shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The DSPR (also referred to as the "**Partner**") shall include these terms and conditions in all subcontracts or purchase orders directly servicing the SRA.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this SRA shall be deemed to be inserted herein and the SRA 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 SRA shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT shall comply with all laws and regulations applicable to the Community Development Block Grant-Mitigation funds appropriated by the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. 115-123), approved February 9, 2018 (**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

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this SRA, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term. If the SUBRECIPIENT or any of its subcontractors violate or breach any SRA term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the SRA 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 SUBRECIPIENT 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 SUBRECIPIENT 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. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT 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:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. 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;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
- e. 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 SUBRECIPIENT shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The SUBRECIPIENT 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.

8. CONFLICTS OF INTEREST

The SUBRECIPIENT shall notify the PRDOH as soon as possible if this SRA or any aspect related to the anticipated work under this SRA raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The SUBRECIPIENT 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 SUBRECIPIENT shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT 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.

9. SUBCONTRACTING

When subcontracting, the SUBRECIPIENT 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:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated Companies;
- d. Noncompetitive awards to consultants that are on retainer contracts,
- e. Organizational conflicts of interest;
- f. 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
- g. Any arbitrary action in the procurement process.

The SUBRECIPIENT 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 SRA.

The SUBRECIPIENT 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.

10. ASSIGNABILITY

The SUBRECIPIENT shall not assign any interest in this SRA and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

11. COPELAND “ANTI-KICKBACK” ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this SRA shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The SUBRECIPIENT shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this SRA to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The SUBRECIPIENT shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the SUBRECIPIENTS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

13. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT shall comply with the Davis Bacon Act (40 U.S.C. § 3141, *et seq*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by SUBRECIPIENTS or subcontractors, including employees of other governments, on construction work assisted under this SRA, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the SUBRECIPIENT shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

14. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner his or her obligations under this SRA, or if the SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this SRA, the PRDOH shall thereupon have the right to terminate this SRA by giving written notice to the SUBRECIPIENT 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 SUBRECIPIENT under this SRA shall, at the option of the PRDOH, become the PRDOH’s property and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT 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 SRA by the SUBRECIPIENT, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the SUBRECIPIENT 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 SUBRECIPIENT is determined.

15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this SRA at any time by giving **at least ten (10) days'** notice in writing to the SUBRECIPIENT. If the SRA is terminated by the PRDOH as provided herein, the SUBRECIPIENT will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT 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:

- a. The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT;
 - 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 SUBRECIPIENT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The SUBRECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the SUBRECIPIENT'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.
- d. The SUBRECIPIENT 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 SUBRECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT 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).
- e. The SUBRECIPIENT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT 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.

- f. The SUBRECIPIENT 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 SUBRECIPIENT 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.

17. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this SRA, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d. The SUBRECIPIENT will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- f. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g. In the event of the SUBRECIPIENT's non-compliance with the non-discrimination clause of this SRA or with any of such rules, regulations or orders, this SRA may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- h. SUBRECIPIENT shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

18. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts exceeding \$10,000)

The SUBRECIPIENT certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT agrees that a breach of this certification is a violation of the equal opportunity clause of this SRA.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The SUBRECIPIENT further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

The SUBRECIPIENT and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 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:

- a. A stipulation by the SUBRECIPIENT or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- b. Agreement by the SUBRECIPIENT to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d. Agreement by the SUBRECIPIENT that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the SUBRECIPIENT will take such action as the government may direct as a means of enforcing such provisions.

20. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this SRA, the SUBRECIPIENT certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, 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.
- b. 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 SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- c. The SUBRECIPIENT 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.

21. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the SUBRECIPIENT shall comply with the following minimum bonding requirements:

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT's obligations under such contract.
- c. A payment bond on the part of the SUBRECIPIENT for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

The work to be performed under this contract 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.

- a. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

- b. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT'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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 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 75. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- d. The SUBRECIPIENT acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT 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 75 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT 's obligations under 24 C.F.R. Part 75.
- f. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. 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. § 5307) also applies to the work to be performed under this contract. 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 contract 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).
- h. The SUBRECIPIENT agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

23. FAIR HOUSING ACT

SUBRECIPIENT shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

24. ENERGY POLICY AND CONSERVATION ACT

SUBRECIPIENT 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*).

25. Political activity

SUBRECIPIENT agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The SUBRECIPIENT shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this SRA, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing SUBRECIPIENT, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The SUBRECIPIENT may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

26. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

27. PERSONNEL

The SUBRECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this SRA. 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 SUBRECIPIENT 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 this SRA.

28. WITHHOLDING OF WAGES

If in the performance of this SRA, there is any underpayment of wages by the SUBRECIPIENT or by any subcontractor thereunder, the PRDOH may withhold from the SUBRECIPIENT 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 SUBRECIPIENT or subcontractor to the respective employees to whom they are due.

29. 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 this SRA shall be promptly reported in writing by the SUBRECIPIENT to the PRDOH for the latter’s decision, which shall be final with respect thereto.

30. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this SRA 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.

31. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 (1) year** thereafter.

32. 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 SRA or to any benefit to arise therefrom.

33. INTEREST OF SUBRECIPIENT

The SUBRECIPIENT agrees 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 SUBRECIPIENT further agrees that no person having any such interest shall be employed in the performance of this SRA.

34. RELIGIOUS ACTIVITY

The SUBRECIPIENT agrees to abstain from using any funds related to this SRA for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

35. FLOOD DISASTER PROTECTION ACT OF 1973

The SUBRECIPIENT 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.

36. LEAD BASED PAINT

The SUBRECIPIENT must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-MIT funds.

37. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

38. General Compliance

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this SRA. See Federal Register Notices 84 FR 45838 (August 30, 2019) and 85 FR 4676 (January 27, 2020). Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the SUBRECIPIENT does not assume any of the

PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-MIT funds in complying with its obligations under this SRA, regardless of whether CDBG-MIT funds are made available to the SUBRECIPIENT on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Subt. A, Pt. 35, Subpt. A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices dated August 30, 2019 and January 27, 2020, at 84 FR 45838 and 85 FR 4676, respectively, or any future Federal Register Notice published by HUD ("**HUD Notices**"), such requirements, including any regulations referenced therein, shall apply.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this SRA. In the event a conflict arises between the provisions of this SRA and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this SRA shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The SUBRECIPIENT shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-MIT Website ([\[link\]](#)) which are herein included and made integral part of this SRA, as it may be updated from time to time.

39. Duplication of Benefits

The SUBRECIPIENT shall not carry out any of the activities under this SRA in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRDOH, which are published in a separate notice entitled "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (84 FR 28836, published June 20, 2019). The SUBRECIPIENT shall carry out the activities under this SRA in compliance with the PRDOH's procedures to prevent duplication of benefits.

40. Drug-Free Workplace

The SUBRECIPIENT must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

41. Hold Harmless

The SUBRECIPIENT shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, liabilities, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this SRA, and losses of any form or nature arising from or related to the conduct of the SUBRECIPIENT in the performance of the efforts called for in this SRA. This indemnity shall expressly include, but is not limited to, the obligation of the SUBRECIPIENT to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this SRA or any portion thereof against the SUBRECIPIENT or otherwise arising in connection with the SUBRECIPIENT's breach, violation, or other non-compliance with this SRA. This clause shall survive indefinitely the termination of this SRA for any reason.

42. PRDOH Recognition

Unless otherwise directed by the PRDOH, the SUBRECIPIENT shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this SRA. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this SRA shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with funds made available under this SRA. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

43. Logos Clause

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

44. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The SUBRECIPIENT shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

45. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG-MIT funds received under this SRA in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The SUBRECIPIENT shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

46. Documentation and Record Keeping

The SUBRECIPIENT shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this SRA, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-MIT programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-MIT funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

47. 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 SUBRECIPIENT which are related to this SRA, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

48. **Record Retention and Transmission of Records to the PRDOH**

The SUBRECIPIENT 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. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

49. **Client Data and Other Sensitive Information**

In the event that the SUBRECIPIENT comes to possess client data and other sensitive information as a result of this SRA, then the SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRDOH designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the SUBRECIPIENT must comply with the *PRDOH CDBG-DR Personally Identifiable Information Policy*, as found in the CDBG-MIT Website ([\[link\]](#)), which is herein included and made integral part of this SRA, as it may be updated from time to time.

The SUBRECIPIENT shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

50. **Close-Out**

SUBRECIPIENT shall comply with the provisions of 2 C.F.R. § 200.344. The SUBRECIPIENT's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the SUBRECIPIENT certification of compliance with the terms of this SRA. Notwithstanding the foregoing, the terms of this SRA shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this SRA, the SUBRECIPIENT shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the SUBRECIPIENT in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

51. **Audits and Inspections**

All SUBRECIPIENT records with respect to any matters covered by this SRA shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within **thirty (30) days** after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this SRA and may result in the withholding of future payments and/or termination.

52. Single Audit

The SUBRECIPIENT must be audited as required by 2 C.F.R. Part 200, subpart F, when the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the SUBRECIPIENT shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this SRA.

The SUBRECIPIENT shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the SUBRECIPIENT shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

53. Inspections and Monitoring

The SUBRECIPIENT shall permit the PRDOH and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the PRDOH to meet the requirements of 2 C.F.R. Part 200.

54. Corrective Actions

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the SUBRECIPIENT utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this SRA, the PRDOH may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

55. Procurement and Contractor Oversight

The SUBRECIPIENT shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the SUBRECIPIENT complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

In regard to the provisions of the Procurement Manual for CDBG-DR Programs, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein incorporated by reference and made integral part of this SRA, as it may be updated from time to time, the SUBRECIPIENT shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

The SUBRECIPIENT shall include all applicable PRDOH's conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule or regulation) in any contract entered into under this SRA. SUBRECIPIENT shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and

Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

The SUBRECIPIENT must comply with CDBG-MIT regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-MIT funds may not be provided to excluded or disqualified persons.

The SUBRECIPIENT shall maintain oversight of all activities under this SRA and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this SRA.

56. Nondiscrimination

The SUBRECIPIENT shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, 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 Federal financial assistance.

The SUBRECIPIENT shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The SUBRECIPIENT shall ensure that all CDBG-MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (**FHEO**) Policy for CDBG-DR Programs.³

57. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the definition of “building” as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (**ADA**) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

³ Follow the link for document access at the CDBG-MIT Website: <https://recuperacion.pr.gov/download/politica-de-equidad-de-vivienda-e-igualdad-de-oportunidades-para-los-programas-cdbg-dr/?wpdmdl=13972&ind=1718727326888&refresh=3d918635&filename=Policy-ADMINISTRATION-FEDERAL-COMPLIANCE-AND-LA>].

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

58. **Title VI of the Civil Rights Act of 1964 (24 C.F.R. Part 1)**

1) **General Compliance:**

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this SRA. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) **Assurances and Real Property Covenants:**

As a condition to the approval of this SRA and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this SRA shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1.

If the Federal financial assistance under this SRA is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this SRA or acquired with CDBG-MIT funds and provided to the SUBRECIPIENT under this SRA, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds or for the acquisition of real property interests under this SRA, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) **Women- and Minority-Owned Businesses (W/MBE)**

The SUBRECIPIENT shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the SUBRECIPIENT procures property or services under this SRA. As used in this SRA, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking,

Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the SUBRECIPIENT shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. SUBRECIPIENT shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. SUBRECIPIENT shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this SRA, as it may be updated from time to time.

4) **Notifications**

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

59. Labor Standards

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this SRA shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. The SUBRECIPIENT agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. Conduct

a. **Contracts**

1. Monitoring: As applicable, the SUBRECIPIENT will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
2. Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this SRA, as applicable.
3. Selection Process: The SUBRECIPIENT shall ensure that all contracts awarded after the execution of this SRA and in the performance of such, follow the procurement policies and procedures described in paragraph 55 (Procurement and Contractor Oversight) of this Exhibit.
4. Notification: The SUBRECIPIENT shall notify and provide a copy of any and all contracts related to this SRA and CDBG-MIT funds to the Contract Administration Area of the PRDOH CDBG-MIT Legal Division within **three (3) days** of its execution. Additionally, the SUBRECIPIENT shall provide a copy of any and all subcontracts executed by its Contractors to the Contract

Administration Area of the PRDOH CDBG-MIT Legal Division within **three (3) days** of its execution.

b. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

1. It is presumed that the SUBRECIPIENT is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this SRA.
2. In the event the SUBRECIPIENT is not, the SUBRECIPIENT shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this SRA. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-MIT assisted activity, or with respect to the proceeds from the CDBG-MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the SUBRECIPIENT, or any designated public agency.
4. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The SUBRECIPIENT certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this SRA.

61. Citizen Grievances

If the SUBRECIPIENT receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-MIT Program so that PRDOH may respond appropriately within **fifteen (15) business days** of the receipt of the complaint.

62. Technical Assistance and Trainings

The SUBRECIPIENT shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this SRA, any and all CDBG-DR/MIT funds subawarded by PRDOH to its SUBRECIPIENTS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the SUBRECIPIENT. The funds shall be used solely for eligible activities. Further, the SUBRECIPIENT shall provide and make available to PRDOH any and all documentation related to such account.

64. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-MIT funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-MIT funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

65. ADDITIONAL specific CONDITIONS

Notwithstanding the special conditions established in this SRA and its exhibits, in accordance with 2 C.F.R. § 200.208, PRDOH reserves the right and authority to impose additional specific conditions under any of the following circumstances:

- a) At the PRDOH's sole discretion when PRDOH finds that SUBRECIPIENT has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR and/or CDBG-MIT funds allocated under this or previous SRAs.
- b) When SUBRECIPIENT fails to meet expected performance goals under this SRA.
- c) When SUBRECIPIENT poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
- d) When, in the PRDOH's sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-MIT Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the SUBRECIPIENT to obtain technical or management assistance, establishing additional prior approvals, or any other condition PRDOH deems reasonable and necessary to safeguard Federal funds or the PRDOH's interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

END OF DOCUMENT