



GOVERNMENT OF PUERTO RICO

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Department of Health  
Auction Office

**REQUEST FOR PROPOSALS**

**RFP-SP-2022-2023-022-DS**

**DESIGN AND PROJECT MANAGEMENT SERVICES**

**CENTRO MÉDICO PUBLIC HEALTH LABORATORY**

**FEMA DISASTER 4339-DR-PR-PW720**

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

### **Laboratory Facility A&E Design and Project Management Services for Centro Médico Public Health Lab**

The Puerto Rico Department of Health (PRDOH) is seeking Proposals from qualified individuals, firms, and organizations (Proponent) to provide Laboratory Facility A&E Design and Project Management Services for the site assessment, site demolition, and construction of a new Public Health Laboratory facility.

A combination of federal and local funds will be used to execute the works included herein. Federal government funds are made accessible through the Federal Emergency Management Agency (FEMA) and the Community Development Block Grant Disaster Recovery Program (CDBG-DR), among any others. FEMA funds will be associated to disaster 4336-DR-PR.

**Period of Performance:** The term of the work for this project 11 months subject to formalization of an agreement between the PRDOH and the Selected Proponent.

Questions or requests for information must be directed to:

NAME: Denise Marrero

TITLE: Auction Director

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

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

Proposals must be submitted original with two (2) hard copies and one (1) digital copy in a USB device. **Deadline for submission of proposals is March 1, 2023, by 4:00 p.m. AST.**

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

## Table of Contents

Section	Title	Page Number
I	Definitions and Interpretations	4
II	Background and Project Overview	7
III	Scope of Work	10
IV	Proposal Overview	20
V	Adjudication Process	23
VI	Insurance Requirements	24
VII	Payment Process	25
VIII	Penalties, Liquidated Damages, and Termination	25
IX	FEMA and CDBG-DR General Provisions	26
XI	Required Compliance Documents (Attachments A-I)	35
XII	Exhibits:	36
	<b>Exhibit A-</b> LBP/ACM Inspection Report- <i>Dated: 08/30/2019 (219 pages)</i>	
	<b>Exhibit B-</b> FEMA damage Description and Dimensions (DDD)- <i>Dated: 07/02/2021 (72 pages)</i>	
	<b>Exhibit C-</b> APHL- Laboratory Facilities Construction and Major Renovation Guidelines- <i>Dated: May 2019 (34 pages)</i> + Practical Guide to Moving to a New Site for Public health Laboratories: Additional Tips- <i>Dated: 2015 (12 pages)</i>	
	<b>Exhibit D-</b> PR Improve and Alternate Project Check List -COR3 Official Checklist Version 1- <i>Dated: 11/09/2020 (2 pages)</i>	

## DEFINITIONS AND INTERPRETATIONS

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

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

- **Responsive bidder** - Bidder that has presented an offer or proposal after a bidding process, which meets all the terms, conditions, specifications, and special requirements in the Invitation to Bid or Public Announcement, and its packet.
- **RFP** – refers to this Request for Proposals and Addenda issued by the PRDOH.
- **SAM Number** – System for Award Management
- **Selected Proponent** – refers to the Bidder or Proponent awarded the Contract resulting from this RFP.

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

**REQUEST FOR PROPOSAL CHECKLIST**

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

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

Signed:

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

\_\_\_\_\_  
 Date

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

## **1. BACKGROUND AND PROJECT OVERVIEW**

In September 2017, hurricanes Irma and Maria catastrophically impacted the island of Puerto Rico, causing heavy rains, strong winds, landslides, accumulation of debris, and infrastructure damage throughout the Commonwealth. As a result, Building A of Centro Médico, which houses the Puerto Rico Department of Health (PRDOH) Public Health Lab (PHL), suffered extensive damage, including extensive external and internal damage from wind-driven rain seeped in through broken windows and compromised roofs, along with extensive electrical and mechanical problems related to surges and impacts from flying debris. Similarly, four Pavilions (annexes) on the premises suffered critical damage and were rendered structurally unsound. As part of its recovery and resilience plan, the PRDOH is looking to design and construct a new Public Health Lab on the premises of the soon-to-be demolished Pavilions near the current PHL, and the subsequent demolition of Centro Médico's Building A once the new PHL is up and running.

The Public Health Lab provides laboratory services supporting numerous programs with the Puerto Rico Department of Health, including water and milk programs and various disease control programs including tuberculosis (TB), human immunodeficiency virus (HIV) and Sexually Transmitted Diseases. It also provides reference microbiological testing services, including parasitology, rabies testing, and influenza testing. It is certified by the FDA as a Grade A milk laboratory and serves in that role for Puerto Rico and the U.S. Virgin Islands. It is certified for bacteriological testing by the U.S. Environmental Protection Agency (EPA) under the Safe Drinking Water Program. The laboratory also manages and maintains a proficiency testing program that is part of the Commonwealth's regulatory program for over 900 private sector clinical and environmental laboratories.

The PRDOH is seeking to contract with a qualified individual, firm, or organization with proven expertise in construction project management and laboratory facility design to provide Laboratory Facility A&E Design and Project Management Services for site demolition and new construction of an improved Public Health Lab facility. The Selected Proponent will be responsible for acquiring all necessary permits for both design and construction phases. Fees associated with the submission of permit applications will be direct reimbursable expenses. An allowance to cover these costs must be included as a separate line item on the RFP.

This Project will be conceptually divided into three-(3) phases for organizational purposes:

Phase 1 – Site Evaluation and Assessment; including a Conceptual Master Plan of the complete site.

Phase 2 – Demolition Plan

Phase 3 – Facility Design

Services for Project Management will overlap all other phases until full project completion.

## **2. LEGAL BASIS**

This RFP was prepared in accordance and compliance with *2 CFR Part 200 Procurement Standards*; §§ 317-327, *Regulation 9302* dated August 26, 2021 issued by the General Services Administration (ASG) of the Government of Puerto Rico; *Law 38-2017*, as amended, known as the “*Government of Puerto Rico Uniform Administrative Procedure Act*” (LPAU, in Spanish); Article 7 of *Regulation 9318*, known as “*Reglamento Uniforme de Compras y Subastas, Obras y Servicios No Profesionales para las Entidades Exentas del Departamento de Salud*” dated October 21, 2021, issued by the Puerto Rico Department of Health; and Administrative Order Number 535 dated April 13, 2022. This process will be an open and competitive one.

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

A combination of federal and local funds will be available to execute the works included herein. Federal government funds will come mostly from the Federal Emergency Management Agency (FEMA) and the Community Development Block

Grant Disaster Recovery Program (CDBG-DR), among any others. FEMA funds will be associated to disaster 4339DR-DR.

The Architect (A/E) will cover the activities regarding to the scope of work for this project: Field Verification Trips and Data Gathering and Measurement, Project Meetings, Preliminary Design, Detailed Design, issued for Bid package (Technical Drawings & Specifications), Interdisciplinary coordination, Code Review & Probable Construction Cost Opinion.

The design submitted by the proponent will be done considering and applying the following codes and federal regulations:

- 2018 Puerto Rico Building Code (PRBC), as adopted from the 2018 edition of the International Code Council's International Building Code, International Existing Building Code, International Residential Code and associated referenced standards.
- 2018 International Mechanical Code (IMC)
- 2018 International Plumbing Code (IPC)
- Biosafety in Microbiological and Biomedical Laboratories, 5th Edition, U.S. Department of Health and Human Services, Public Health Service Centers for Disease Control and Prevention and National Institutes of Health.
- Occupational Safety and Health Administration (OSHA) 1910.1450, Occupational exposure to hazardous chemicals in laboratories.
- Uniform Federal Accessibility Standards (UFAS), Federal Standard 795, latest edition.
- American with Disabilities Act (ADA), 42 U.S.C. 4151 et seq Title III
- National Fire Protection Association (NFPA) NFPA 10, Standard for Portable Fire Extinguishers (latest edition).
- National Fire Protection Association (NFPA) NFPA 13, Standard for the Installation of Sprinkler Systems (latest edition)
- National Fire Protection Association (NFPA) NFPA 14, Standard for the Installation of Standpipe and Hose Systems (latest edition).
- National Fire Protection Association (NFPA) NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection (latest edition).
- National Fire Protection Association (NFPA) NFPA 45, Standard on Fire Protection for Laboratories Using Chemicals (latest edition).
- National Fire Protection Association (NFPA) NFPA 70, National Electric Code (latest edition).
- National Fire Protection Association (NFPA) NFPA 72, National Fire Alarm and Signaling Code (latest edition)
- National Fire Protection Association (NFPA) NFPA 80, Standard for Fire Doors and Other Opening Protectives (latest edition)
- National Fire Protection Association (NFPA) NFPA 101, Life Safety Code (latest edition)



- National Fire Protection Association (NFPA) NFPA 110, Standard for Emergency and Standby Power Systems (latest edition)
- National Fire Protection Association (NFPA) NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems (latest edition)
- Unified Facilities Criteria (UFC), Fire Protection Engineers for Facilities.
- American Society of Safety Engineers, ANSI/ASSE A1264.1 - 2017, Safety Requirements for Workplace Walking/Working Surfaces and Their Access; Workplace, Floor, Wall and Roof Openings; Stairs and Guardrail/Handrail Systems.
- American Society of Civil Engineers, ASCE 11-99, Guideline for Structural Condition Assessment of Existing Buildings.
- American Society of Civil Engineers, ASCE/SEI 7-16, Minimum design loads for buildings and other structures.
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Standard 55-2020 - Thermal Environmental Conditions for Human Occupancy
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Standard 62.1-2019 - Ventilation for Acceptable Indoor Air Quality.
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Standard 90.1-2019 - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- Sheet Metal and Air-Conditioning Contractors National Association, Inc. (SMACNA)
- Air Conditioning, Heating and Refrigeration Institute (AHRI)
- Air Movement and Control Association (AMCA)
- National Earthquakes Hazards Reduction Program (NEHRP), FEMA 273 - Guidelines for Seismic Rehabilitation of Buildings.
- Clinical Laboratory Improvement Amendments (CLIA) Law and Regulation.

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

#### **3.1. Phase Description**

##### **Phase 1 – Site Evaluation and Assessment**

Site evaluation and assessment purpose is to identify proximity or location within the following areas: flood zone, ones with environmental, historical, and cultural issues, nearby main roads, “Distritos de Clasificación y Calificación” within proposed location, uses allowed at each location, lot size, heliport installation viability, lot capacity for Public Health Laboratory and parking spaces, necessary permits and/or agencies approvals to be obtained prior to start construction activities, and proposed timeline to begin them.

Proponent to develop a Conceptual Site Plan for the entire property (PHL and New Building A), the intent is to assess potential land occupation of the remaining parcel as well as parking needs for the entire facility. Square footage requirements

for the New Building A will be provided to proponent after award of contract. The square footage will also be subdivided between laboratories and office areas to calculate parking needs more accurately.

Reports and drawings issued during this phase will be submitted to PRDOH evaluation. During this period, no further activities must be made. After PRDOH completes the evaluation of site reports, Design Activities (phase 3) will begin.

Proposal will include a list and corresponding detailed and descriptive reports of technical and/or specialized studies necessary to be completed as part of design works. Proponent will subcontract technical studies as applicable:

1. Hydrological and Hydraulic (H&H) Evaluation- scope of work to include PHL site and New Building A Site
2. Geotechnical Evaluation – subsoil exploration and Geotechnical Report (only PHL portion of the property)
3. Topographical survey- scope of work to include PHL site and New Building A Site
4. Asbestos Containing Material (ACM) and Lead Based Paint (LBP) studies for the structures to be demolished have been completed and are included as Exhibit A. These reports include both the PHL site as well as the Building A Site. The proponent to evaluate information that directly affects PHL project. All information related to Building A site is for reference purposes only.

#### Preparation of Final Report

A report will be prepared, in digital format and hard copy, certified with the results and recommendations of the analysis carried out. Once completed it will be delivered to PRDOH.

#### **Phase 2 – Demolition Plan**

As stated above, the new Public Health Lab will be constructed in the site that currently houses 4 Pavilions annexed to Building A of Centro Médico. Building A will then be demolished after operations are transferred to the new Public Health Laboratory. As part of the services to be provided, the Selected Proponent will be tasked with creating the Site Demolition Plan for these structures (4 Pavillions).

We suggest the following permitting strategy to obtain the necessary permits for the demolition of the facility. The A/E company will issue the building demolition documents and a cost estimate 4 weeks after the start date of the first Phase, Documentation will incorporate results from ACM and LBP studies (included as Exhibit A.), among any other study necessary to be made prior to facility demolition. Demolition documents will identify demolition phase, project limits, proposed location for demolition debris temporary storage and location of temporary facilities. A Staging/MOT Drawing must be prepared to illustrate how construction traffic and regular traffic will be coordinated while demolition is taking place and Building A is still in operational.

Information will be used for demolition activities bidding process. Information will be submitted to PRDOH, which will discuss it with COR3/FEMA prior to demolition bidding process. FEMA will issue a revised Record for Environmental Compliance. Demolition documents will be worked in parallel with design activities:

1. Using the LBP/ACM Inspection report (included as Exhibit A.), a specialized contractor shall prepare a mitigation plan and obtain an authorization from the DNER.
2. A recommendations request (SRA) shall be submitted to the Puerto Rico Institute of Culture.
3. A consult/determination by SHPO must be secured.
4. A tree permit exemption will be obtained from the Permits Management Office (OGPe) by means of a pre-consultation (PCM) to the OGPe environmental division.
5. After the completion of the mitigation activities, a Categorical Exclusion (DEC) for the building demolition need to be obtained.
6. A construction activity recycling plan need to be prepared and submitted for approval to the DNER.
7. Because the project area occupies more than an acre, a Storm Water Pollution Prevention Plan (SWPPP) will be prepared. A Notice of Intent (NOI) shall be completed and submitted to obtain coverage under the Construction NPDES Storm Water Discharges Permit. This permit requires weekly compliance inspections. Inspection must be conducted by a Qualified Person as per section of the NPDES Permit.
8. Preparation and filing of a demolition permit request through the OGPe.

9. Preparation and filing of a “Permiso Unico Incidental”. This permit request includes the Consolidated General Permit (PGC), Earth Movement Incidental Permit (POA) and Tree Permit Exemption. This permit requires a monthly inspection by a Professional Engineers with erosion and sedimentation control knowledge.

Proponent will be responsible for the following:

1. Create all Demolition Documents, which include:
  - a. Demolition Drawings
  - b. General and Technical Specifications (demo work)
  - c. Compliance with the current environmental laws (*Article 4(B)3 Ley de Política Pública Ambiental*) including but not limited to: Waste Material Disposition and Recycle Plan.
  - d. Issue for Bidding
  - e. Solid Waste Disposal Plan
2. Acquire Demolition Permits

Asbestos Containing Material (ACM) and Lead Based Paint (LBP) studies for the structures to be demolished have been completed and are included as Exhibit 1.

### **Phase 3 – Facility Design (PHL)**

Phase 3 of this Project includes the Programming, Schematic, and Completed Design for the Public Health Laboratories (PHL) facilities.

The RFP Scope of Work must focus, but not limited to, the following as part of the proposed Public Health Laboratories (PHL) programming: The final design of the Public Health Laboratories (PHL) will be approximately 50,000 ft<sup>2</sup>; distributed in one and/or two levels.

#### **I. Administration**

1. Lobby and Security Area
2. Public Health Laboratories of PR Institute Offices
  - a. Accountant
  - b. Collector
  - c. Administrative Assistant
  - d. Receptionist
  - e. Health and Occupational Safety Officer
  - f. HR Liaison
  - g. Administrative Assistant
  - h. Supervisor
  - i. Certifying Official
  - j. Administrative Assistant
  - k. Laboratory Director
  - l. Laboratory administrator
  - m. Executive Assistant
  - n. Laboratory Operations Manager
  - o. Project Manager
  - p. Testing Resource Coordinator
  - q. Logistics Coordinator
  - r. LIMS Admin
  - s. LIMS Specialist
  - t. Web Developer

- u. Aux. Property Manager
  - v. Lab. Facilities Technician
  - w. Administrative Assistant
  - x. Quality Manager
  - y. Quality Associate
  - z. Document Control Admin.
  - aa. Biosafety
  - bb. Training Coordinator
  - cc. Administrative Assistant
  - dd. Receptionist
  - ee. File / Print / Copy machine Room
  - ff. Conference Room
3. Sample Receiving Areas (Clinic Labs. / Sanitary Labs.)
- a. Clinic Labs.
  - b. Sanitary Labs. Potable Water / Milk Derived Products
  - c. Wastewater
  - d. Sample Receiving Lab., Lab. Supervisor
  - e. Sample Receiving Lab., Lab. Assistant

## II. Clinic Laboratories

1. Immunology Lab. (HIV) and Sexually Transmitted Diseases (STD)
- a. HIV / STD (Serology / Immunology)
  - b. Viral Load / Molecular (NAAT)
  - c. Hematology and Flow Cytometry (CD4 / CD8)
  - d. Genotype HCV (Molecular)
  - e. Sample Receiving and Distribution
  - f. Sample Receiving Data Entry
  - g. Storage Area
  - h. Personnel:
    - i. Laboratory Supervisor
    - ii. Medical Technologist
    - iii. Laboratory Assistant
    - iv. Team Leads – (MT)
    - v. Administrative Assistant
2. Proficiency Testing Lab.
- a. Laboratory Space
  - b. Reception and Waiting Area
  - c. Collector Area
  - d. File Room
  - e. Printing and Inactive Files
  - f. Conference Room
  - g. Supplies Storage Room

- h. Ante Room for Walk-In Freezer and Refrigerator
  - i. Box Preparation and Storage Room
  - j. Personnel:
    - i. Program Director
    - ii. Laboratory Supervisor
    - iii. Medical Technologist
    - iv. Laboratory Assistant
    - v. Administrative Assistant
    - vi. Receptionist
    - vii. Collector
    - viii. Programmer
3. Bacteriology Lab.
- a. Bacteriology Lab.
    - i. General Lab. Area
    - ii. Microscopy Procedures Room
    - iii. Fume Hood Room
    - iv. Storage Area
  - b. Molecular Bacteriology
    - i. Extraction / Processing Room
    - ii. Clean Room
    - iii. Pre-Amplification
    - iv. Post-Amplification and Informatics Space
    - v. Storage Area
    - vi. Personnel:
      - Bacteriology Supervisor
      - Bacteriology Medical Technologist
      - Bacteriology Lab. Assistant
      - Bioinformatics Specialist
  - c. Media Production
    - i. Processing Area
    - ii. Level 2 Sterile – Reagent Preparation Area
    - iii. Autoclaves and Water Softener Section
    - iv. Distillation Room
    - v. Glassware Wash Room
    - vi. Refrigerator / Freezer Room
    - vii. Reagent Storage Room
    - viii. Acid Storage Room (with Extraction System)
    - ix. Storage Area
    - x. Personnel:
      - Production Lab. Supervisor
      - Production Lab. Assistant
  - d. Parasitology
    - i. Lab. Area
    - ii. Microscopy Room
    - iii. Reagent Preparation and Slide Staining Room
    - iv. Storage Area

- v. Personnel:
    - Parasitology Supervisor
    - Parasitology Medical Technologist
    - Parasitology Lab. Assistant
  - e. Genomic
4. Mycology Lab. (TB)
- a. Bacterial Culture and Incubation Room
  - b. Sample Receiving
  - c. Freezer Area
  - d. Chemical Preparation and Slide Staining
  - e. Microscopy Room
  - f. Autoclave and Washroom
  - g. Isolation Room 1 (negative pressure)
  - h. Isolation Room 2 (negative pressure)
  - i. Documentation Area
  - j. Storage Area
  - k. Gown / Degown Area
  - l. Toilet Room
  - m. Pass – Thru Shower
  - n. Personnel:
    - i. Laboratory Supervisor
    - ii. Medical Technologist
    - iii. Laboratory Assistant
5. Virology Lab.
- a. General Lab. Area
  - b. Freezer, Refrigerator and Storage Space
  - c. Respiratory and Arboviral Molecular Testing – Master Mix Preparation Room
  - d. Respiratory and Arboviral Molecular Testing – Nucleic Acid Amplification
  - e. Respiratory and Arboviral Molecular Testing – Nucleic Acid Extraction
  - f. Respiratory and Arboviral Molecular Testing – Pre-Amplification Sample Preparation (Template Addition) Room
  - g. Serological Testing Room
  - h. Clean Room Lab. for Cell Culture Activities
    - i. Main Space
    - ii. Inner Suites
  - i. Reagent Storage Area
  - j. Storage Area
  - k. Personnel:
    - i. Laboratory Supervisor
    - ii. Medical Technologist
    - iii. Laboratory Assistant
  - l. Rabies
    - i. Receiving Area
    - ii. Microscopy Room
    - iii. Processing Room

- iv. Storage Area
- v. Personnel:
  - Laboratory Supervisor
  - Laboratory Assistant

### III. Forensic Laboratory

- 1. Toxicology Alcohol
  - a. Sample Receiving Room
  - b. Sample Preparation and Instrumentation Room
  - c. Storage Room
  - d. File / Print / Copy Machine Room
  - e. Gas Area
  - f. Personnel:
    - i. Chemist
    - ii. Lab. Auxiliar
    - iii. Secretary
    - iv. Supervisor0.
    - v. Legal Assistance
    - vi. Accountant

### IV. Sanitary Laboratories

- 1. Microbiology Lab.
  - a. Potable Water
    - i. Sample Receiving Room
  - b. Milk and Derived Products
  - c. Personnel:
    - i. Laboratory Supervisor
    - ii. Medical Technologist
    - iii. Laboratory Assistant (Aux.)
- 2. Chemical Lab.
  - a. Potable Water Quality
    - i. Inorganic Laboratories
      - Lab. Routine
        - Instrumentation Room
        - Preparation Room
    - ii. Routine and Metals Washer Room
      - Lab. "Metales Pesados"
        - Sample Receiving Area
        - Preparation Room
        - Instrumentation Room
    - iii. Organic Laboratories
      - Instrumentation Room
      - Extractions Room
      - Glass Washing Room

- Chemical Reactive Storage Room
- Storage
- High Dense File System
- iv. Personnel
  - Lab. Supervisor
  - Chemist
  - Lab. Assistant (Auxiliar)
- b. Milk and Derived Products
  - i. Instrumentation Room
  - ii. Receiving Room
  - iii. Sample Preparation Room
  - iv. GC / HPLC Room
  - v. Extraction Room
  - vi. Storage Room
  - vii. Personnel:
    - Lab. Supervisor
    - Chemist
    - Lab. Assistant (Auxiliar)

## V. General Areas

1. General Warehouse
  - a. Warehouse Manager
  - b. Warehouse Assistant
2. Proficiency Lab. Storage Gravity Racks
  - a. Mat. Airlocks to Proficiency Lab.
3. Biomedical Waste Room
4. Chemical Waste
5. General Lunch Area
6. Restrooms (all floors)
7. Lactancy Room
8. Mechanical / Electrical Room
9. Facility Maintenance and Storage Space
10. Telecommunications / IT
11. UPS Room



Proponent must take in consideration that execution of Phase 2 (Demolition Plan and Documents Preparation) and Phase 3 (Facility Design) should be performed in parallel tracks to allow demolition works to start as early as possible. The proposal must consider a person with sufficient capacity and experience in logistics.

Design breakdowns include but are not limited to:

1. Architectural Design – Apply all applicable regulations and codes, federal and local, required to perform the design work. Must include specifications and design documents for the demolition of the existing facility. Specify construction materials and special methods (if applies) to be used in the new construction of the Public Health Laboratories. The proponent must supervise that the final design meet at all times the FEMA approved fixed cost for the project.
  - a. Schematic/ Preliminary Design Phase:
    - i. The architect will develop a schematic design; it will provide the base for the other disciplines.
    - ii. This phase requires the development of an architectural preliminary layout based on the approved schematic design. The developed design will be presented to the PRDOH for such approval. The drawings at this point should be at least a  $\pm 30\%$  of the final document (Issued for Client Review).
    - iii. Once approved by PRDOH, the proponent. will proceed with all the engineering disciplines to work over the approved preliminary design. Based on that, the A/E drawings included at this package should be at least a  $\pm 60\%$  of the final document (Issued for client Review).
  - b. Design Development Phase:
    - i. Once the PRDOH review and approve the 60% of the design, the proponent will proceed with the Alternate Project Proposal to FEMA.
    - ii. Once approved by FEMA (Alternate Project Proposal with the 60% Design) the proponent will proceed with the 90% of the design (Issued for Detail Design) as well as technical specifications and delivered for the PRDOH final approval.
  - c. Issued for Bid / Issued for Construction:
    - i. This phase will include a bid package (Issued for Bid) for the Construction Drawings, as well as technical specifications and a final code analysis.
    - ii. Issue for Construction Phase: This phase consists in developing bid documents further into final construction documents, preparation of construction specifications 100% design completion, by adding the necessary level of drawing details and sections.
    - iii. During this phase, the architect will answer any questions from the bidders. If any correction to the drawings or specifications is needed, it will be incorporated as an Addendum to the bid package. Once the project is awarded the addendum(s) will be incorporated to the Construction Documents package as an Issued for Construction.
2. Structural Design – The requested work consists in conducting analysis, design and preparation of structural construction plans for the Public Health Laboratories project. It is considered that the structures of the building can be in structural steel or in concrete or a combination of the two systems.
3. Mechanical Design – Perform the HVAC System and Plumbing Designs, with the necessary coordination with all other disciplines. Provide all system specifications, including materials, equipment, and others that applies.
4. Fire Protection Design (Automatic Fire Extinguishing System) – Complete design for fire sprinklers system and/or fire hoses. Must include systems specifications for all materials and equipment.
5. Electrical Design – Power and illumination design that includes, but not limited to electrical substation, feeders and electrical panels design, illumination design, power, data, Fire Alarm System and Power Emergency System Designs.
6. Proponent will include a Stormwater Pollution Prevention Plan (to be quoted as additional services).

7. Cost Estimate – Provide detailed cost estimate for each design step, including demolition, design, and construction phases. Estimates must be as detailed as possible.

Proponent must take into consideration and make any necessary modifications to design based on FEMA’s Environmental and Historic Preservation Review – Environmental Review Project Conditions.

### **Project Management**

The Selected Proponent will provide Project Management (PM) services for all phases of the new Public Health Laboratories construction, including multiple site demolitions. These include the demolition of current Centro Médico structures (Four Pavilions annexed to Building A of Centro Médico complex), design of new laboratory facility, construction execution, and project closeout. Design services for the New Building A ARE NOT part of this RFP; only conceptually as it relates to the Conceptual Site Plan required as part of the deliverables of Phase 1.

Project Management services will include:

1. Provide project on-site weekly supervision for both Demolition and Construction Phases of Project.
2. Provide analysis of construction procurement proposals and give recommendations.
3. Participate in weekly progress meetings to inform PRDOH of progress.
4. Review invoice requests from the contractor and recommendation for payment.
5. Answer any Requests for Information from the contractor in an expedited manner.
6. Perform regular site visits to see how construction is progressing and ensure compliance with design documents.
7. Review and recommend to the PRDOH any Change Orders issued by the contractor.
8. After the construction has been completed, proponent must certify the Substantial Completion for the project and assist the PRDOH with the project close out process and Building Occupancy permit.

Bidding Process and Work Oversight will be provided for both the demolition and construction phases of this project.

#### Bidding Process

1. Interpret plans and specifications of design, plans, and/or documents when requested by PRDOH in response to inquiries by prospective bidders.
2. Prepare and issue all necessary addenda, amendments, and drawings required for the clarification of plans and specifications in full compliance with 2 CFR 200.
3. Attend Pre-Bid Meetings to answer questions from bidders and to assure that all parties clearly understand the intent of the Contract Documents.
4. Assist in the analysis and evaluation of the bids and the award of the Contracts. Specifically, assist in the review and evaluation of special experience qualifications of the subcontractor proposed by the Prime Contractor.

#### Work Oversight

Proponent will be responsible for demolition/construction oversight and quality assurance. This includes completion of the following tasks and responsibilities:

1. Ensure completion of all demolition deliverables as stated in Demolition Documents.
2. Provide ongoing oversight reports detailing status and progress.
3. Review all contractor submittals to ensure compliance with demolition contract and provide recommendations to PRDOH.
4. Provide on-site supervision at a minimum of a weekly basis.
5. Review shop drawings, change orders, and/or requests for information/clarification.
6. Review invoice/draw requests and provide recommendations to PRDOH as to appropriate action.
7. Support PRDOH with issue identification and claims resolutions.
8. Create a record system to enter all the information required in accordance with the established policies and procedures.

9. Host and/or attend project coordination meeting in person, by phone, or by video conference, which may or may not fall during normal business hours.
10. Perform other contract administration and construction oversight duties as required to ensure success of the Project.

### **3.2. Other Responsibilities**

Proponent is responsible for acquiring all certificates and permits required for the activities and deliverables included in this RFP. All fee related costs (government fees related to permitting) must be included as part of the Permit Allowance. This Permit Allowance is part of this Proposal (line item 13 on the Cost Estimate). Required fees will be reimbursed to proponent and deducted from Permit Allowance.

## **4. PROPOSAL OVERVIEW**

### **4.1. Proposal Format**

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

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

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

### **4.3. Evaluation Criteria**

Proposals must include the following, submitted in order according to the RFP Checklist on page 6:

1. **Proponent Experience** – Detailed description of similar laboratory projects, with satisfactory performance, including:
  - a. Minimum of three (3) comparable recent projects.
  - b. Project description, total cost, and design phase completion time.
  - c. Project Owner contact information, project name, years design and construction were done.
2. **Proponent Qualifications** – Detailed experience and capacity of the proponent to perform the requested services.
  - a. Key Personnel qualifications and experience. Include complete names, disciplines, and project role.
  - b. Professional consultants' qualifications and experience. Outline how their experience is relevant to Scope of Work required in this RFP.
  - c. Persons responsible for quality control and quality assurance must be identified in the Proposal.

**Delivery Time** – Compliance with the design phase period of performance, which for this RFP is 11 months (48 weeks). Proponent must provide a proposed timeline for each phase and a detailed execution schedule must be provided. Proponent must submit a schedule validating time execution included here. The following deliverables will be required and included as part of the schedule:

Proponent must submit a schedule validating time execution included here. The following deliverables will be required and included as part of the schedule:

1. Phase 1 Site Evaluation and Assessment; including Conceptual Site Plan - (3 weeks) Proponent to start technical studies during this phase. Topographical Survey should be completed at the end of Phase 1; as it is needed to begin work on Phases 2 and 3 (on parallel tracks).

2. Phase 2
  - a. Demolition Documents (4 weeks.) Proponent must take in consideration that execution of Phase 2 and Phase 3 must be performed in parallel to allow demolition works to start as early as possible.
3. Phase 3
  - a. Programming Phase of Design (4 weeks). Proponent must take in consideration Demolition Documents and Programming Phase must be worked in parallel after Phase 1 approval. (Initial programming submission for PRDOH evaluation (2 weeks). Final programming submission after PRDOH evaluation (2 weeks).
  - b. Schematic Design Phase (6 weeks)- Drawings, Outline Specifications, Probable Cost Estimate
    - 30% Design
    - 100% Technical Studies
  - c. Design Phase (14 weeks)- Drawings, Specifications and Probable Cost Estimate.
    - **60% Design (6 weeks)**
    - 90% Design (6 weeks)
    - 100% Design (2 weeks)
  - d. Bidding Phase (Proponent must consider 90 days (12 weeks) for RFP purposes)
  - e. Construction Phase (Proponent must identify propose demolition and construction duration and allocate weekly effort for site visits, request for information, and change orders evaluation, etc.)
  - f. Alternate Project Submission to COR/FEMA (3 weeks) This alternate project to begins at 60% Design. Alternate Project Checklist are included as Exhibit D.
  - g. Environmental Compliance, agencies recommendations, and OGPe Permits Effort to be done concurrently with design and bidding phase. (3 weeks)
  - h. Stormwater Pollution Prevention Plan (3 weeks) (additional effort if applicable)

Time execution included here takes in consideration deliverables and requirements included as part of this RFP. No review time by PRDOH and/or COR<sup>3</sup>/FEMA is included here. **No work will be done by the A/E firm while information is either under review and/or pending approval by COR<sup>3</sup>/FEMA and PRDOH, unless specifically approved by the PRDOH.** As mentioned earlier, proponent shall include a Proposed Project Schedule (Gantt Chart Format) of the three-(3) design phases. Schedule to include all the deliverables listed above and a *place holder period* for review times by PRDOH and/or COR<sup>3</sup>/FEMA at the different submissions.

3. **Proposal Cost** – Total cost for the services to be provided, as requested in this RFP. **Must be submitted in the Cost Schedule Form (Attachment A).** Cost estimate must be provided per deliverable. Estimate must be as detailed as possible.
4. **Required Documentation** – Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed in all its parts will be cause for disqualification.
5. **(Pass or Fail)** Act 164, December 16, 2009, known as “*Ley General de Corporaciones;*” Act 173, August 12, 1988. Proponents that fail this requirement will be disqualified.
6. **(Pass or Fail)** Suspension & Debarment (as requires by 2 CFR § 180.995). Proponents that fail this requirement will be disqualified.

#### 4.4. Proposal Evaluation

Proposals that comply with all requirements will be evaluated by PRDOH's Auction Board (Junta de Subastas), according to requirements/scoring outlined herein. Proposals that fail to comply with requirements will not be reviewed/rated. Attempts to contact or influence selection process will result in disqualification.

To be evaluated, proposals must:

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

### **Evaluation Rubric**

1. (30%) **Proponent Experience** – Detailed description of 3 comparable projects, with satisfactory performance.
  - a. 10 Points given for each project example that satisfies **both** requisites of (1) comparable complexity and (2) satisfactory performance.
  - b. Points will be given per example only if all requested information is provided.
2. (25%) **Proponent Qualifications** – Detailed experience and capacity of the proponent to perform the requested services.
  - a. 25 Points if basic qualifications for project services are reflected in Key Personnel experience.
  - b. 0 Points if Proposal fails to include Key Personnel with basic qualifications for executing services.
3. (25%) **Delivery Time** – Compliance with the design services period of performance. Period of performance for this RFP is 11 months (48 weeks). Proponent must validate proposed timeline for each deliverable. A detailed execution schedule must be provided.
  - a. 25 Points if execution schedule is within 48 weeks.
  - b. 20 Points if execution schedule is beyond 48 weeks.
4. (15%) **Proposal Cost** – Total cost for the services to be provided, as requested on this RFP. **Must be submitted in the Cost Schedule Form (Attachment A)**. Cost estimate must be provided per deliverable. Estimate must be as detailed as possible.
  - a. 15 Points if Proposal Cost is within project budget.
  - b. 10 Points if Proposal Cost is above project budget but below 125% of said amount.
  - c. 5 Points if Proposal Cost is above 125% of project budget.
5. (5%) **Required Documentation** – Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed in all its parts will be cause for disqualification. No later opportunity will be provided to submit the information for evaluation.
  - a. 5 Points given if all documents presented.
  - b. 0 Points given if any document is missing.
6. **(Pass or Fail)** Act 164, December 16, 2009, known as “*Ley General de Corporaciones*,” Act 173, August 12, 1988. Proponents that fail this requirement will be disqualified.
7. **(Pass or Fail)** Suspension & Debarment (as requires by 2 CFR § 180.995). Proponents that fail this requirement will be disqualified.

## **5. ADJUDICATION PROCESS**

### **5.1. Questions and Requests for Clarification**

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

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

**Any information or clarification request must be submitted to the PRDOH by February 15, 2023, 4:00 p.m. AST. Answers will be provided on or before February 22, 2023, 4:00 p.m. AST via email.**

### **5.2. Proposal Submission**

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

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

**Due date: March 1, 2023, 4:00 p.m. AST.**

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

### **5.3. Process Schedule**

- **RFP Released:** January 20, 2023
- **Optional Site Walkthrough:** February 8, 2023, 10:30 a.m. AST (Lobby, Building A)
- **Question Period:** ends February 15, 2023, 4:00 p.m. AST.
- **Answer Period:** end February 22, 2023, 4:00 p.m. AST
- **Proposals Due:** March 1, 2023, 4:00 p.m. AST

### **5.4. Oral Presentations**

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

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

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

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

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

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

The award of this RFP will be made to the Responsive Bidder that provides the Best Value for services herein required. As stated therein, the Proposal that provides the Best Value does not necessarily mean the Proposal with the lowest cost.

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

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

Any Proponent adversely affected by a decision made by the PRDOH in connection with the selection and award procedures provided in this RFP, in accordance with sections 3.19 and 4.2 of Law No. 38 – 2017, known as the *Procedure Act Uniform Administrative of Government of Puerto Rico*, as amended, is warned that any party adversely affected by this award may, within twenty (20) days from the sending of the mail electronic notification of the award, file a motion for reconsideration with the PRDOH. The PRDOH must consider it within thirty (30) days of its submission.

This Term may be extended by an additional fifteen (15) calendar days. If any are taken Determination In its consideration, the term for requesting the remedy of judicial review will begin to be counted from the date on which a copy of the notification of the Decision of the Agency resolving the motion. If the PRDOH fails to take any action in relation to the motion for reconsideration within the corresponding term, it will be understood that It has been rejected from plan, and from that date the term for judicial review will begin to run.

The application for judicial review must be filed with the Court of Appeal within a term of twenty (20) days, counted from the filing in the file of the copy of the notification of the resolution end of the PRHOH or if the term for considering the motion for reconsideration has elapsed without having made a determination. The mere submission of a request for review under the provisions herein It shall not have the effect of paralyzing the award of the contested auction.

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

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

## **6. INSURANCE REQUIREMENTS**

### **6.1. Insurance Requirements**

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

1. Professional Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
2. Commercial General Liability including Premises, Products and Completed Liabilities: \$300,000.00 per occurrence, general aggregate and Products and Operations Completion (all policies must include Amendment Aggregate per-Project; \$1,000,000.00.
3. All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico. Best classification of not less than A- (Excellent) and Financial Size Category VI.
4. Hold Harmless Agreement in favor of PRDOH.
5. Auto Insurance: \$25,000.00 per occurrence.
6. CFSE Insurance: Depend on contract amount.

## **7. PAYMENT PROCESS**

- 7.1.** Payments shall be issued for services rendered and previously approved by PRDOH. It is the Selected Proponent's responsibility to provide all services as set forth under the Scope of Work detailed in this RFP and based on the Deliverables Schedule presented in the Proposal.
- 7.2.** The Selected Proponent must submit an invoice to PRDOH within the first ten (10) calendar days counted from the last day of the period for the services being invoiced. Said invoice must be submitted with all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, work projections, meeting minutes, attendance sheets, reports, design documents issued for review, technical studies, and site assessment reports.
- 7.3.** If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- 7.4.** No additional fees shall be disbursed to the Selected Proponent other than those previously agreed upon.
- 7.5.** The PRDOH reserves the right to conduct any audits it deems necessary. The Selected Proponent agrees to cooperate fully with any such audit or audits.

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

### **8.1. Penalties**

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

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

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

### **8.2. Termination**

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

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



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

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

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

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

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

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

### 1. Provisions Required By Law Deemed Inserted

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

### 2. Statutory and Regulatory Compliance

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

### 3. Breach of Subrecipient Agreement Terms

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

### 4. Reporting Requirements

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

#### 5. Access to Records

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

#### 6. Maintenance/Retention of Records

The Selected Proponent shall retain all official records on programs and individual activities shall be retained for six (6) 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 six (6) year period, whichever is longer. (See 2 C.F.R. § 200.333 and 24 C.F.R. § 570.490(d).)

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

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

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

#### 8. Title VI of the Civil Rights Act of 1964

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

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

The Selected Proponent shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole

or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### 10. Section 504 of the Rehabilitation Act of 1973

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

#### 11. Age Discrimination Act of 1975

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

#### 12. Debarment, Suspension, Ineligibility

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

#### 13. Conflicts of Interest

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

#### 14. Subcontracting

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

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

The Proponent represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this RFP. The Selected Proponent will include these HUD General Provisions in every subcontract issued by it, so that such provisions

will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors

#### 15. Assignability

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

#### 16. Indemnification

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

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

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

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

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

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

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

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

#### 19. Byrd Anti-Lobbying Amendment

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section

1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The Selected Proponent agrees to send to each labor organization or representative of workers with which the Selected Proponent has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Selected Proponent's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Selected Proponent agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Selected Proponent will not subcontract with any subcontractor where the Selected Proponent has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The Selected Proponent will certify that any vacant employment positions, including training positions, that are filled: (1) after the Selected Proponent is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Selected Proponent's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the SUBRECIPIENT/CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

## 21. Energy Policy and Conservation Act

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

## 22. Personnel

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

## 23. Withholding of Wages

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

## 24. Claims and Disputes Pertaining to Wage Rates

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

## 25. Discrimination Because of Certain Labor Matters

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

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

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

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

27. Interest of Certain Federal Officers

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

28. Interest of Selected Proponent

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

29. Religious Activity

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

30. Flood Disaster Protection Act of 1973

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

31. Federal Labor Standards Provisions

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

32. Additional Contractual Clauses

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

**10. REQUIRED COMPLIANCE DOCUMENTS**

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

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

- Attachment A – Cost Schedule Form.
- Attachment B – RUP/RUL Certificate
- Attachment C – Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements



- Attachment D – Acknowledge of Receipt of Addenda Form
- Attachment E – Sworn Statement Law 2
- Attachment F – Limited Denial of Participation (LDP) / Suspension or Debarment Status Affidavit.
- Attachment G – Certification Indicating no Construction or Design Built Contracts
- Attachment G.1 – List of A&E Team Members
- Attachment H – Non-Collusive Affidavit
- Attachment I – Pending Litigation and No-Bankruptcy Sworn Statement

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

**Attachment A Cost Schedule Form**

The Proponent includes all labor, equipment, materials, overhead, travel, room and board, taxes, fees, and profit for the Architectural/Engineering Services for Public Health Laboratory Facility, as per table below:

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

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

PHASE	ITEM	DESCRIPTION	UNIT COST	TOTAL COST
1	1	A&E / Site Evaluation and Assessment/Conceptual Site Plan		
2	2	Demolition Documents		
	3	Programing Phase of design		
	4	Schematic Design Phase (30%)		
	5	Design Phase (60%)		
	6	Alternate Project		
	7	Design Phase (90%)		
	8	Design Phase (100%)		
3	9	Bidding Phase		
	10	Construction Phase		
	11	Environmental Compliance, agencies recommendations, and OGPe Permits (list each deliverable)		
	12	Technical Studies (list studies and lower quotation value)		
	13	Permit Fees Allowance		
				\$

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

(If Corporation, signed and sealed)

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

\_\_\_\_\_  
 Date

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

**Attachment C**

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

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

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

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

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

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

(If Corporation, signed and sealed)

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

\_\_\_\_\_  
Date

**Attachment D**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

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

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

<input type="checkbox"/> <b>NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.</b>
<b>ACKNOWLEDGEMENT:</b>
<b>Proponent's Authorized Officer Signature</b>

**IMPORTANT NOTICE:**

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

**Attachment E**

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

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

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

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

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.  
*1. [My name and personal circumstances are as stated above.]*
2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador **no ha sido convicto ni se ha declarado culpable en el foro estatal o federal**, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.  
*2. [As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e)*

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

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

*fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (I) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]*

3. A la fecha en que suscribo esta declaración jurada y **por los pasados veinte (20) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.
3. *[As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (a) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]*
4. A la fecha en que suscribo esta declaración jurada y **por los pasados ocho (8) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.
4. *[As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.]*
5. A la fecha en que suscribo esta declaración jurada y **por los pasados diez (10) años**, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos

codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la “Ley Orgánica de la Oficina de Ética Gubernamental”; o cualquier otro según dispuesto en la Ley 2-2018.

5. *[As of the date of execution of this sworn statement and for the ten (10) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]*
6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el “Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico”, Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
6. *[I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the “Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico”, Title III, Law 2-2018.]*
7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscriptor, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.
7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*
8. El suscriptor, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico”, Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the “Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico”, Title III, Law 2-2018.]*
9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta [Subasta, Solicitud de Cualificaciones o Solicitud de Propuestas.].
9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this IFB, RFQ or RFP.]*
10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.
10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

**Y PARA QUE ASÍ CONSTE**, juro y suscribo esta declaración en \_\_\_\_\_,

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



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

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

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

AFFIDAVIT  
NÚM.: \_\_\_\_\_

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

**JURADO Y SUSCRITO** ante mí  
por \_\_\_\_\_,  
de las circunstancias personales anteriormente mencionadas y a quien identifico mediante  
\_\_\_\_\_, en \_\_\_\_\_,  
hoy \_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_ .

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

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

**Attachment F**

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

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

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

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

**By:** \_\_\_\_\_  
(Signature of Proponent)

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

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

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

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

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

**Attachment G**  
**CONSTRUCTION AND/OR DESIGN-BUILT CONTRACTS CERTIFICATION**

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

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

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

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

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

**By:** \_\_\_\_\_  
(Signature of Proponent)

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

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

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

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 G.1**

**LIST OF A&E TEAM MEMBERS- COMMITMENT**

**DIVIDED BY COMPANY/COSULTANT and TITLE /ROLE, AND % TIME ALLOCATION THAT EACH TEAM MEMBER WILL DEDICATE TO THE PROJECT (PER PHASES)**

PERSONNEL NAME/ COMPANY or CONSULTANT	TITLE/ ROLE	COMMITMENT	
		DESIGN PHASES %	CONSTRUCTION PHASE %
<i>Person 1</i> <i>Company or Consultant A</i>	<i>Principal</i> <i>Senior Architect</i>	<i>30%</i>	<i>20%</i>
<i>Person 2</i> <i>Company or Consultant A</i>	<i>Associate</i> <i>Project Manager</i>	<i>100%</i>	<i>100%</i>
<i>Person 1</i> <i>Company or Consultant B</i>	<i>Principal</i> <i>Senior Structural Engineer</i>	<i>30%</i>	<i>20%</i>
<i>Person 1</i> <i>Company or Consultant C</i>	<i>Principal</i> <i>Senior Mechanical Engineer</i>	<i>30%</i>	<i>20%</i>

**Attachment H**

**NON-COLLUSIVE AFFIDAVIT**

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

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

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

**By:** \_\_\_\_\_  
(Signature of Proponent)

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

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

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

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

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

**Attachment I**

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

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

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

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

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

**By:** \_\_\_\_\_  
(Signature of Proponent)

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

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

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

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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