



DEPARTAMENTO DE SALUD
OFICINA DE SUBASTAS

REQUEST FOR PROPOSALS

RFP-SP-2023-2024-027-DS

**TO ESTABLISH CONTRACTS TO PERFORM
ASBESTOS AND LEAD SURVEY FOR THE
DEPARTMENT OF HEALTH UDH HOSPITAL**

FEMA DISASTER 4339

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
	18	H	Non-Collusive Affidavit
	19	-	Professional Liability Insurance (minimum \$100,000)
	20	-	Evidence of affirmative actions to comply with small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms.
	21	-	Audited Financial Statement (Last two calendar years. Applicable to prime contractor and subcontractors.)
	22	-	Line of Credit Certification (Original bank letter certifying available credit.)
	23	I	Pending Litigation and No-Bankruptcy Sworn Statement

Signed:

Authorized Representative

Date

Proponent Name

Request for Proposals (RFP)

To establish contracts to perform Asbestos and Lead surveys for the Department of Health UDH Hospital

The Puerto Rico Department of Health (PRDOH) is seeking proposals from qualified individuals, firms/organizations (Proponent) for establish contracts to perform Asbestos and Lead surveys for the Department of Health UDH Hospital.

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

Period of Performance: The term of the work for this project is a maximum of 45 days subject to formalization of an agreement between the PRDOH and the Selected Proponent.

Questions or requests for information must be directed to:

NAME: Denisse Marrero

TITLE: Auction Director

E-MAIL: subastas@salud.pr.gov

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 July 8, 2024, by 12:00 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.pr.gov/CMS/453>

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1. BACKGROUND AND LEGAL BASIS

In September 2017, hurricanes Irma and Maria catastrophically impacted the island of Puerto Rico, and a series of seismic events began in Puerto Rico on December 28, 2019, which included a major event of magnitude 6.4 on the Richter scale on January 7, 2020, and subsequent aftershocks have followed since.

The PRDOH is strongly committed to provide healthcare services to the communities. Therefore, the PRDOH is requesting the services to perform Asbestos and Lead surveys for the Department of Health UDH Hospital for the reconstruction of the above-mentioned damages.

The US environmental protection Agency has found containing material in buildings. Also, many building products imported or manufactured in the United States may legally contain asbestos. To ensure the health & safety of the own facilities, Department staff and FEMA staff all suspected AMC's and will be positively identified.

To establish contracts to perform Asbestos and Lead surveys for the Department of Health UDH Hospital, according to FEMA recommendations and PRDOH laws and regulations (federal and local) applicable for this type of facility. The following public and regulatory agencies have jurisdiction as described below:

1. Department of Health: Approval of the project and its corresponding scope of work and construction management administration.
2. Environmental Protection Agency (EPA): the EPA guidelines and standards with regard to National Emission Standards for Hazardous Air Pollutants (NESHAP) and other EPA compliance procedures as delegated to state enforcement framework shall be followed.
3. Puerto Rico Division of Occupational Safety and Health (OSHA); OSHA guidelines and standards with regard to workplace/worker safety as well asbestos and lead containing materials shall be followed.

PRDOH encourage Proponents to participate as part of RFP process. An announcement will be published at a major circulation newspaper. In addition, 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 access directly via the following link <https://www.salud.pr.gov/CMS/453>.

This RFP has been prepared in accordance and compliance with 2 *CFR Part 200 Procurement Standards*, §§ 317-327. *Law 38* of June 30, 2017, as amended, known as the “*Government of Puerto Rico Uniform Administrative Procedure Act*” (LPAU, for its Spanish acronym). Administrative Order Number 535 dated April 13, 2022 (To Establish Procedures Applicable to the Procurement of Professional and Consulting Services in Excess of One Hundred Fifty Thousand Dollars (\$150,000.00) or More in a Single Fiscal Year in the Department of Health; and To Create the Proposal Evaluation Committee for the Request for Proposal (RFP) or Sealed RFP Procedures). Any discrepancy, duplicity, and/or conflict between terms definitions will be evaluated by the PRDOH based on the context they are use and the applicable regulation. Determinations to be made will promote equality and will be fair and just.

A combination of federal and local funds will be available to execute the works included here. 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 and 4473DR-DR.

Since February 2018, three (3) Federal Register Notices (FRN) have been published allocating CDBG-DR funds to Puerto Rico, to promote the Island's recovery from the 2017 Hurricanes Irma and Maria: (i) FRN 83 FR 5844 dated February 9, 2018; (ii) FRN 83 FR 40314 dated August 14, 2018 for the second tranche of \$8.2 billion for unmet disaster recovery needs; and FRN 85 FR 4681 dated January 27, 2020 including a third allocation of \$277 million for unmet infrastructure recovery needs (authorized by Pub. L. 116-20). The U.S. Department of Housing and Urban Development (HUD) is the federal oversight agency for these funds, which are administered through the Community Development Block Grant – Disaster Recovery (CDBG-DR) framework overseen by HUD. The Puerto Rico the Department of Housing has been designated by the Government of Puerto Rico as the agency responsible for administering CDBG-DR funds in close collaboration with the Central Office of Recovery, Reconstruction and Resilience (COR³). Under the commitment to administer the Funds in an efficient and transparent manner, the Puerto Rico the Department of Housing prepared an “Action Plan” to govern the recovery and reconstruction of the Island, after receiving multi-sector recommendations. The Puerto Rico the Department of Housing Action Plan, original and as amended, is available at www.cdbg-dr.pr.gov/en/action-plan.

Services scope of work is described in the following section. Among other parameters to be taken in consideration by proponent, to establish contracts to perform Asbestos and Lead surveys for the Department of Health UDH Hospital must comply with the following:

1. **Time of performance** – Provide detailed schedule complied with the required time to completed work.
2. **Cost estimate** - Provide detailed cost estimate for asbestos and lead survey. Estimates must be as detailed as possible.
3. **Technical capacity** – Provide detailed description of similar projects.
4. **Compliance with terms and conditions** – Provide all documentation required for the RFP.
5. **Past performance and Qualifications** – Provide detailed description of similar projects. Professional consultants' qualifications and experience. Including the ones responsible for technical studies preparation.

2. SCOPE OF WORK

2.1. Scope of Work

The PRDOH is seeking to contract with a qualified individual, firms/organization with proven expertise in Asbestos and Lead survey of healthcare facilities and the implementation of requirements established on all applicable healthcare regulation and codes both federal and local.

Services will be divided as follows:

The facility in need of asbestos and lead studies are:

1. Hospital Universitario de Adultos (UDH)

The asbestos and lead checklist reports are included in Attachments 1 through 2 that identify the reference documentation provided by PRDOH for all the above facilities and identify the details of the work to be performed. Is very important the review of checklists to see the scope of work suggested by FEMA for each project.

Deliverables:

Per site, a detailed and descriptive report including all findings of asbestos and lead, if applicable, including drawings with the areas as schematic distribution of ACM and LBP Components, as applicable. (The PRDOHe will provide the drawings for each facility). Asbestos and lead studies will be conducted exclusively in roof areas, exterior doors, and windows. All elements and accessories of these components shall be considered.

If no asbestos or lead is found, a detailed report including a Negative Certification of the presence of Asbestos and Lead must also be included.

Present the information in a legible format. Each report will summarize findings in a table format and present recommendations in terms of site.

Reports issued will be submitted to PRDOH evaluation no more than 45 days after sign of the contract.

Proponent must take in consideration that execution of Asbestos and Lead survey need to be complete in a specific timeline. Must have the ability to work on projects simultaneously.

PRDOH will advise the person who sign the contract about documentation to be provided to COR3 / FEMA survey process.

Responsibilities include:

- **PRDOH:**

1. Establishing a Point of Contact for project oversight.
2. Providing guidance and feedback during the design process.
3. Providing requirements, priorities, concerns, relevant data, among others.

- **Proponent:**

1. Assigning a Point of Contact to communicate with PRDOH.
2. Developing project according to PRDOH health facilities regulations (federal and local) and protocols, among others.
3. Maintain constant communication with PRDOH POC to ensure project requirements and needs are included.
4. Issue meeting minutes of each project meeting.

3. PROPOSAL OVERVIEW

3.1. Proposal Format

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

3.2. 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

3.3. Evaluation Criteria

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

1. **Proponent Experience** – Detailed description of similar projects, with satisfactory performance, including:
 - a. Minimum of three (3) similar recent projects.
 - b. Project description, total cost, and completion time.
 - c. Project's Owner contact information, project name, year work was completed.
2. **Proponent Qualifications** – Detailed experience and capacity of the proponent to perform the requested services.
 - a. Key Personnel qualifications and experience. Include complete names, disciplines, and project role.
 - b. Professional consultants' qualifications and experience. Including the ones responsible for technical study preparation.
 - c. Persons' responsible for quality control and quality assurance must be identified in the Proposal.
3. **Detailed Project Execution Plan** - A narrative description of Proponent approach to executing the services in compliance with this RFP, including a detailed Project Execution Plan that includes each activity to be performed and the approximate length of each activity.
4. **Delivery Time** – Compliance with the design services period of performance. Period of performance for this RFP is 45 days. Proponent must validate proposed timeline for each deliverable. A detailed execution schedule must be provided.
5. **Proposal Cost** – Total cost for the services to be provided, as requested on this RFP. **Must be submitted in the Cost Schedule Form (Attachment A).** Cost estimate must be provided per deliverable. Estimate must be as detailed as possible.
6. **Required Documentation** – Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed in all its parts will be cause for disqualification. No later opportunity will be provided to submit the information for evaluation.
7. (Pass or Fail) Act 164, December 16, 2009, known as “*Ley General de Corporaciones*,” Act 173, August 12, 1988. Proponents that fail this requirement will be disqualified.
8. (Pass or Fail) Suspension & Debarment (as requires by 2 CFR § 180.995). Proponents that fail this requirement will be disqualified.

3.4. Proposal Evaluation

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

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

To be evaluated, proposals must:

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

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

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

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

VALUE RUBRIC

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

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

4. ADJUDICATION PROCESS

4.1. 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

Any information or clarification request must be submitted to the PRDOH by **June 28, 2024, until 4:00 p.m.** AST. The Department will have until **July 2, 2024, until 4:00 PM** to answer any doubts or questions. Site Walkthrough (compulsory): **June 25, 2024, by 10: 00a.m** at Hospital Universitario UHD, Lobby.

4.2. Proposal Submission

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

**Location: Oficina de Subastas
Edificio J- Segundo Piso**

Due date: July 8, 2024, 12:00 p.m. AST.

Proposals received after the due date shall not be evaluated.

4.3. Process Schedule

- **RFP Released:** June 18, 2024
- **Site Walkthrough (compulsory):** June 25, 2024, at 10: 00a.m in the Lobby of the Hospital Universitario UDH
- **Question Period:** June 28, 2024, 4:00 p.m. AST
- **Answer Period:** July 2, 2024, 4:00 p.m. AST
- **Proposals Due:** July 8, 2024, 12:00 p.m. AST

4.4. 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.

4.5. No Obligation to Contract

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

4.6. 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.

4.7. Notification to Proponents

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

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

4.8. Review and Reconsideration

Any Proponent adversely affected by a decision made by the PRDOH in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration within twenty (20) days of the award notification date, in accordance with the *Uniform Administrative Procedure Act*, Law 38-2017, as amended.

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

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

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

5. INSURANCE REQUIREMENTS

5.1. Insurance Requirements

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

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

6. PAYMENT PROCESS

- 6.1.** 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.
- 6.2.** The Selected Proponent must submit an invoice to PRDOH within the first ten (10) calendar days counted from the delivery of the final report (the final deliverable). 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.

- 6.3. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- 6.4. No additional fees shall be disbursed to the Selected Proponent other than those previously agreed upon.
- 6.5. The PRDOH reserves the right to conduct any audits it deems necessary. The Selected Proponent agrees to cooperate fully with any such audit.

7. PENALTIES, LIQUIDATED DAMAGES, AND TERMINATION

7.1. 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.

7.2. Liquidated Damages

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

7.3. Termination

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

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

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

8. 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
<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

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

1. Provisions Required By Law Deemed Inserted

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

2. Statutory and Regulatory Compliance

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

3. Breach of Subrecipient Agreement Terms

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

4. Reporting Requirements

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

5. Access to Records

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

6. Maintenance/Retention of Records

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

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

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

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

8. Title VI of the Civil Rights Act of 1964

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

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

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

10. Section 504 of the Rehabilitation Act of 1973

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

11. Age Discrimination Act of 1975

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

12. Debarment, Suspension, Ineligibility

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

13. Conflicts of Interest

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

14. Subcontracting

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

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

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

15. Assignability

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

16. Indemnification

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

17. Section 503 of the Rehabilitation Act of 1973

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

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

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

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

18. Certification of Compliance with Clean Air and Water Acts

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

19. Byrd Anti-Lobbying Amendment

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

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

with its instructions.

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

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

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

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

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

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

21. Energy Policy and Conservation Act

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

22. Personnel

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

23. Withholding of Wages

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

24. Claims and Disputes Pertaining to Wage Rates

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

25. Discrimination Because of Certain Labor Matters

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

26. Interest of Members of Local Public Agency and Others

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

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

27. Interest of Certain Federal Officers

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

28. Interest of Selected Proponent

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

29. Religious Activity

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

30. Flood Disaster Protection Act of 1973

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

31. Federal Labor Standards Provisions

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

32. Additional Contractual Clauses

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

9. EXHIBITS

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

Exhibit A – Definitions and Acronyms

EXHIBIT A – DEFINITIONS AND INTERPRETATIONS

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

- **Award** - Act of evaluating the proposals received in response to a request for proposal in order to award the bid to the bidder that best meets the criteria, specifications, conditions and terms established, in other words, the bidder that offers the best value.
- **Addendum, Addenda, Amendment** - Refers to a written or graphic document issued by the Puerto Rico Department of Health before the Proposal Due Date which modifies or interprets the Request for Proposal by means of additions, deletions, clarifications, or corrections.
- **Award Notice** - refers to the award determination or notice to be issued by the Puerto Rico Department of Health Bid Board in relation to this Request for Proposal.
- **Best Value** - Shall be the proposal that represents the greatest benefit for the Puerto Rico Department of Health; the proposal of the bidder or proponent that best meets the requirements established in the proposal packet and in which it is established that the bidder or proponent offers the service, or that has the capacity of efficiently carrying out the work, upon considering all the 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. The criteria that shall affect the price of the offer and that shall 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 is additional funding appropriated by the United States Congress to rebuild affected areas and provide crucial seed money to start the recovery process.
- **Contract** - Written pact or agreement between the Puerto Rico Department of Health and the Selected Proponent, who shall be the proponent that is selected in a proposal procedure, in which the terms under which the proponent shall provide the assets and/or services shall be established.
- **Days** - Means calendar days, unless otherwise provided 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 an leading role in the execution of the work resulting from this Request for Proposal. For this project, Key Personnel will be the Project Manager, lead professional architect, and engineers per engineering discipline.
- **PRDOH** – Puerto Rico Department of Health
- **Proposal** - Refers to the written response(s) submitted by Proponent(s) for this Request for Proposal.
- **Proposal Due Date** - Refers to the date and time on which the Proposals are due.
- **Public Announcement** – Announcement published in a newspaper of major circulation and in an electronic platform(s) where the public can have access to it.
- **Responsive bidder** - Bidder that has presented an offer or proposal after a bidding process, which meets all the terms, conditions, specifications, and special requirements in the Invitation to Bid or Public Announcement, and its packet.
- **RFP** - Means this Request for Proposals and addenda issued by the PRDOH.
- **Selected proponent** - Means a Bidder or Proponent awarded the Contract resulting from this RFP.
- **FEMA-** Federal Emergency Management Administration.
- **ACBM-** Asbestos Containing Building Material.
- **Asbesto-** Asbestos is a generic term describing a family of naturally occurring fibrous silicate minerals.
- **Lead-** Lead is a common element in a wide range of materials, including paints and other types of coatings, lead mortars, and base metals that can be welded or abrasive blasted.

The interpretation of the terms and words included as part of the RFP will be based on the approved context they are commonly and typically used, they include the present and future, singular and plural, masculine, feminine, and neutral, unless the result of interpretation is not adequate. Terms definitions included at the following are applicable: (1) *2 CFR Part 200 Procurement Standards*, §§ 317-327, (2) *Law 38 of June 30, 2017*, as amended, known as the “*Government of Puerto Rico Uniform Administrative Procedure Act*” (LPAU, for its Spanish acronym), (3) Administrative Order Number 535 dated April 13, 2022 (To Establish

Procedures Applicable to the Procurement of Professional and Consulting Services in Excess of One Hundred Fifty Thousand Dollars (\$150,000.00) or More in a Single Fiscal Year in the Department of Health; and To Create the Proposal Evaluation Committee for the Request for Proposal (RFP) or Sealed RFP Procedures). Any discrepancy, duplicity, and/or conflict between terms definitions will be evaluated by the PRDOH based on the context they are use and the applicable regulation. Determinations to be made will promote equality and will be fair and just.

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 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 Asbestos and Lead survey for the UDH Hospital, as per table below:

ITEM	DESCRIPTION	AMOUNT	UNIT	TOTAL COST
1	Asbestos and Lead Survey			
1.1	Site Evaluation and Assessment for UDH	1	LS	
		Total		\$

Proponent Name

(If Corporation, signed and sealed)

Proponent Authorized Signature

Date

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

Attachment C

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

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

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

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

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

Signature of Proponent's Authorized Official

(If Corporation, signed and sealed)

Name and Title of Proponent's Authorized Official

Date

Attachment D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

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

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

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

ACKNOWLEDGEMENT:

Proponent's Authorized Officer Signature

IMPORTANT NOTICE:

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

Attachment E

DECLARACIÓN JURADA

Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico¹

[SWORN STATEMENT]

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

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

¹ Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el 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.

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

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

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

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

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

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

DECLARANTE
[DEPONENT]

JURAMENTO
[OATH]

AFFIDAVIT
NÚM.: _____

[AFFIDAVIT
NUMBER:] _____

JURADO Y SUSCRITO ante mí
por _____

de las circunstancias personales anteriormente mencionadas y a quien identifico mediante

_____, en _____, _____,
hoy _____ de _____ de 20 _____.

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

NOTARIO PÚBLICO
[NOTARY PUBLIC]

Attachment F

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

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

In _____, _____ this _____ day of _____ of 20____.

(Name of Firm)

By:

(Signature of Proponent)

(Printed Name of Proponent)

(Position)

Affidavit No. _____

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

Public Notary

Attachment G

CONSTRUCTION AND/OR DESIGN-BUILT CONTRACTS CERTIFICATION

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

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

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

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

(Name of Firm)

By:

(Signature of Proponent)

(Printed Name of Proponent)

(Position)

Affidavit No. _____

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

Public Notary

Attachment H

NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

(Name of Firm)

By:

(Signature of Proponent)

(Printed Name of Proponent)

(Position)

Affidavit No: _____

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

Public Notary

Attachment I

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

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

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

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

(Name of Firm)

By:

(Signature of Proponent)

(Printed Name of Proponent)

(Position)

Affidavit No. _____

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

Public Notary