

# **Request for Sealed Proposals**

**RFP 22-1338**

**FOR THE RECONSTRUCTION OF PUERTO RICO DRD SPORTS &  
RECREATION FACILITIES -FEMA CONSOLIDATED FEMA PROJECT  
NO.87524 87600 DI251038 81167 DI 265090**

(PARA LA RECONSTRUCCIÓN DE FACILIDADES DEPORTIVAS Y  
RECREATIVAS DEL DEPARTAMENTO DE RECREACIÓN Y DEPORTES DE  
PUERTO RICO – PROYECTO FEMA NO.87524 87600 DI251038 81167 DI  
265090)



**Date Initial RFP Issued:** January 28, 2022

**Proposals Due Date:** March 8<sup>th</sup>, 2022 at 10:00 am AST



**Issued By:** Administración de Servicios Generales de Puerto Rico



Request for Sealed Proposals  
RFP # 22-1338

**Table of Contents**

1.	Definitions/Acronyms.....	4
2.	Introduction.....	5
2.1.	The Puerto Rico General Services Administration .....	5
3.	Instructions to Proponents .....	6
3.1.	RFP Process Administration .....	6
3.2.	RFP Timeline .....	6
3.3.	Requests for Clarification (RFCs).....	6
3.4.	Site Visit .....	7
3.5.	Pre-Proposal Meeting.....	7
3.6.	Proposal Submission.....	7
3.6.1.	Physical Proposal .....	8
3.6.2.	Electronic Proposal .....	8
3.7.	Registration in “Registro Único de Licitadores (RUL)” .....	8
3.8.	Universal Identifier and System for Award Management .....	9
3.9.	Proponent Point of Contact & Signature.....	9
3.10.	Addendum.....	10
4.	Scope of Work .....	10
4.1.	Terms and Conditions .....	11
4.1.1.	Notice to Proceed Orders .....	11
4.1.2.	Permits, Licenses, and Applicable Laws and Regulations .....	11
4.1.3.	Taxes, Patents, Liability, and Worker’s Compensation .....	13
4.1.4.	On-Site Project Manager.....	13
4.1.5.	Safety .....	13
4.1.6.	Inspections .....	13
4.1.7.	Debris Removal Standard of Performance.....	13
4.1.8.	Documentation .....	14
4.1.9.	Indemnification .....	14
4.1.10.	Assumption of Ineligible or Unauthorized Costs.....	14
4.1.11.	Discretionary Action .....	14
5.	Proposal Submission Requirements.....	14
5.1.	Proponent Proposal Checklist.....	15
5.2.	Proponent Summary Information and Addenda Acknowledgement .....	15
5.3.	Cover Letter .....	16
5.4.	Firm Experience and Financial Capacity .....	16
5.4.1.	Business Profile.....	16
5.4.2.	Comparable Project Experience .....	17
5.4.3.	Business Financial Capacity .....	17
5.5.	Project Approach Narrative .....	17
5.6.	Project Schedule and Milestones .....	17
5.7.	Cost Proposal .....	18
5.8.	Proposed Inclusion of Small, Minority and Woman-Owned Businesses .....	18
5.8.1.	Overview & Purpose .....	18
5.8.2.	Identifying M/WBES.....	19
5.8.3.	Preference Points.....	20
5.9.	Bid Bond .....	21
6.	Bid Evaluation, Selection, and Award .....	21
6.1.	Evaluation Criteria .....	22
6.2.	Award Procedures.....	22



## Request for Sealed Proposals

RFP # 22-1338

7.	RFP Process Requirements .....	24
7.1.	Modification of Proposal .....	24
7.2.	Withdrawal of Submitted Proposal .....	24
7.3.	Confidentiality of Responses and Proprietary Information .....	24
7.4.	Ownership of Submitted Proposals .....	24
7.5.	Amend, Rejection of Proposals and Cancellation of RFP .....	25
7.6.	Errors and Omissions in Proposal .....	25
7.7.	Sub-Contractor/ Partner Disclosure .....	25
7.8.	Prohibited Communications .....	25
7.9.	Public Announcements .....	25
7.10.	Challenge to the Invitation and/or Bid Package .....	26
7.11.	Administrative and Judicial Review .....	26
8.	Proponent Certification .....	26
9.	General Conditions and Requirements .....	27
9.1.	Requirements by Contractor Type of Organization .....	27
9.2.	Contractors' Good Standing and Notification of Disbarments, Legal Issues, Ownership Structures, and Conflicts .....	28
9.3.	Contractor Certification Requirements .....	28
9.4.	Performance and Payment Bonds .....	29
9.5.	Insurance Requirements .....	30
9.6.	Termination Clauses .....	31
10.	Local Preference .....	32
11.	Payments .....	33
12.	FOMB Contract Review .....	34
13.	ATTACHMENTS .....	35
	Attachment A: Proponent Proposal Checklist .....	35
	Attachment B: Proponent Summary and Addenda Acknowledgment .....	37
	Attachment C: Comparable Project Fact Sheet .....	38
	Attachment D: Cost Form .....	39
	Attachment E: Material Specifications .....	40
	Attachment F: Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts .....	41
	Attachment G: Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements ...	43
	Attachment H: M/WBE Efforts .....	44
	Attachment I: Bid Bond Form .....	45
	Attachment J: Liquidated Damages .....	46
	Attachment K: Minimum Federal Terms and Conditions .....	47
	Attachment L: Contractor Certification Requirement .....	48



## 1. Definitions/Acronyms

- **ASG** – means the “Administración de Servicios Generales” of Puerto Rico (or the Puerto Rico General Services Administration).
- **DRD** – means the “Departamento de Recreación y Deportes de Puerto Rico” or the Puerto Rico Department of Sports and Recreation
- **Award Announcement** – refers to the act of announcing the selected proponent(s) upon evaluating offers or proposals in response to a Request for Proposal with the intention of granting a contract to the proponent that best meets the criteria, specifications, terms, and conditions established.
- **Best Value** – refers to the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit to the Government in response to the requirements.
- **Bid Board** – shall mean the Bid Board of the ASG.
- **Bid Package** – refers to this Request for Sealed Proposals with all of its attachments, Addenda, and responses to Request for Clarifications.
- **Bid Review Board** – Bid Review Board of the General Services Administration of the Government of Puerto Rico
- **Proponent or Proponent** – means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this Request for Sealed Proposals that is not currently debarred in any Federal, State and/or Local jurisdictions.
- **Business Hours** – refers to non-Government holiday, non-weekend hours between 8:00 AM Atlantic Standard Time (AST) and 5:00 PM AST. Scheduled preventive maintenance, scheduled upgrades, time before initial installation, and unavailability due to power outages, lack of network availability, or Force Majeure events are excluded from Business Hours available.
- **Contractor** – Proponent doing business as a Corporation, Partnership or Joint Venture duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration “Registro Único de Licitadores” (RUL) or Proponents Sole Register.
- **DTPW** – refers to the Puerto Rico Department of Public Works (**DPTW**) or the “Departamento de Obras Públicas de Puerto Rico”.
- **Electronic Signature** – refers to a digital image of a hand-written signature that serves as an official signature in binding legal documents.
- **FEMA** – refers to the U.S. Federal Emergency Management Agency.
- **Financial Oversight Management Board or FOMB** – refers to the Board created under the Puerto Rico Oversight, Management, and Economic Stability Act of 2016 (“PROMESA”).
- **Government** – means the Government of Puerto Rico. It is inclusive of but not limited to other government branches, municipalities, and instrumentalities.
- **Government Entity** – refers to any department, agency, board, commission, body, bureau, office, public corporation, or instrumentality of the Executive Branch, whether existing or to be created in the future.
- **HUD** – refers to the U.S. Department of Housing and Urban Development.
- **Instrumentality** – means any entity, agency, or public corporation of the Government of Puerto Rico.
- **Liquidated Damages** – an amount of money, agreed upon by the parties at the time of the contract



signing, that establishes the damages that can be recovered in the event a party breaches the contract.

- **OSHA**- refers to the U.S. Occupational Safety and Health Administration.
- **PRASA** – refers to the Puerto Rico Aqueduct and Sewer Authority (PRASA) or “Autoridad de Acueductos y Alcantarillados de Puerto Rico”.
- **PREPA** – refers to the Puerto Rico Electric Power Authority (PREPA) or “Autoridad de Energía Eléctrica de Puerto Rico”.
- **RUL** – refers to ASG’s “Registro Único de Licitadores” or Proponents Sole Register.
- **Request for Sealed Proposals or RFP or Request for Proposals** - refers to this Request for Sealed Proposal and all addenda issued by ASG. Request for Proposals with an estimated cost greater than \$100,000, as defined by ASG’s Uniform Regulation for Purchases and Bids of Goods, Works, and Nonprofessional Services, are named Request for Sealed Proposals and they require a sealed proposal. This process is technically a Request for Sealed Proposal, but for practical matters the term Request for Proposal or RFP will be used throughout this document and process.
- **Uniform General Conditions for Public Works Contracts in Puerto Rico** – the portion of the contract document in which the rights, responsibilities, and relationships of the parties involved are itemized. It defines each contracting party's duties and privileges, and the rules that will govern the relationship.
- **Uniform Regulation for Purchases and Bids of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico or Regulation #9230 of ASG** – ASG Regulation #9230, approved November 18, 2020. The provisions of this Regulation shall apply to all procedures of purchases and bids of goods, works and nonprofessional services carried out by ASG.
- **Vendor Awarded or Awarded Proponent or Selected Proponent** – means the selected Proponent or Proponent to be awarded a contract as a result of this Request for Sealed Proposals.

## 2. Introduction

### 2.1. The Puerto Rico General Services Administration

The Puerto Rico General Services Administration (ASG), by virtue of Act No. 73 of July 2019, as amended, known as the “General Services Administration Act for the Centralization of Procurement of the Government of Puerto Rico” is the entity responsible for processing all purchases and bids of goods, works, and nonprofessional services of the Government of Puerto Rico. ASG has the authority to act as the procuring and negotiating entity for all Government entities.

Act 73-2019, as amended, establishes as public policy of the Government of Puerto Rico the centralization of purchases and acquisition processes to generate greater savings for the benefit of Puerto Rico. ASG adopts Regulation #9230, known as the *“Uniform Regulation for Purchases and Bids of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico”*, by virtue of the authority vested in it by Article 25 of Act 73-2019, as amended. The provisions of this Regulation shall apply to all procedures of purchases and bids of goods, works and nonprofessional services carried out by ASG.



### 3. Instructions to Proponents

#### 3.1. RFP Process Administration

This RFP process will be administered by the ASG on behalf of DRD. All communications regarding this RFP process must be directed to ASG using the communication protocols identified in Sections 3.3 (Requests for Clarification) and 3.5 (Pre-Proposal Meeting). Contact with the Government of Puerto Rico and any of its agencies, municipalities, and instrumentalities regarding this RFP (via e-mail, fax, phone, text messaging, or any other form of live or electronic communication) will not be permitted. Any contracts resulting from this process will be between Proponents and DRD.

#### 3.2. RFP Timeline

Table 1 – RFP General Timeline

Target Date	Event
February 2 <sup>nd</sup> , 2022	Mandatory Pre-Proposal Meeting – 10:30 am AST
February 22 <sup>nd</sup> , 2022	Last Day to Submit Questions (Request for Clarification) – 4:00 pm AST: <a href="mailto:rfpquestions@asg.pr.gov">rfpquestions@asg.pr.gov</a>
March 8 <sup>th</sup> , 2022	<b>Proposal Submission Deadline – 10:00 am AST:</b> at the Bid Board Office, Minillas Government Center, North Tower, 12 <sup>th</sup> Floor, San Juan, Puerto Rico and by email to <a href="mailto:ofertas@asg.pr.gov">ofertas@asg.pr.gov</a>
March 8 <sup>th</sup> , 2022	Opening of Proposals – 10:30 am AST

Please note that the RFP timeline includes target dates that are subject to change. It is the responsibility of Proponents to periodically review their emails and the ASG website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)) in the folder titled **22-1338** for all information and updates related to this RFP.

#### 3.3. Requests for Clarification (RFCs)

Requests for Clarifications and Questions relating to this RFP must be submitted via email to [rfpquestions@asg.pr.gov](mailto:rfpquestions@asg.pr.gov) no later than the date and time established in Table 1 in Section 3.2. Submitted questions should make reference to the RFP number and provide the point of contact for the prospective Proponent.

ASG will compile all questions and issue answers to all questions to prospective Proponents by the date and time established in Table 1 in Section 3.2 on its website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)) in the folder titled **22-1338**. Proponents are expected to download from the ASG website the Requests for Clarification Response Document containing all the answers to the Requests for Clarification submitted by all the Proponents. Proponents



## Request for Sealed Proposals

RFP # 22-1338

must acknowledge that they have read the answers to the questions by including the acknowledgment language in the Cover Letter as identified in Section 5.1.

From the time the RFP is issued until the time an award is made, vendors may not in any way contact ASG or DRD directly. Questions regarding the RFP may only be asked through e-mail. Questions asked through e-mail will only be answered if they are sent to the e-mail address stated above for asking questions and will only be answered if sent within the allotted date and time stated above for asking clarifying questions. Proponents must not contact ASG or DRD in any other way. This includes in-person visits, phone calls, text messages, e-mails, or any other form of communication. Please do not call with questions as they will not be answered by phone.

### 3.4. Site Visit

Proponents will be allowed, at their own expense, to visit facilities during business hours of the following days: Monday through Friday from 8:00am to 3:00pm. Each Proponent shall certify through an affidavit that has complied with the required site visits. The affidavit should include the names of the sites visited.

### 3.5. Pre-Proposal Meeting

The virtual pre-proposal meeting will be held on the day and time established in Table 1 in Section 3.2. Any proponent or interested person will be able to access the pre-proposal meeting link through the ASG's website in the "Procurement Reform" area at the following link: (<http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx#>) in the folder titled 22-1338.

The primary purpose of the pre-proposal meeting is to clarify instructions for completing the technical sections of the RFP and the Cost Form (Attachment D), as well as to provide further clarification to RFP requirements and existing questions.

Participation in the pre-proposal meeting is **mandatory, and all interested proponents have to access the meeting before the conference starts**. The registration process for the meeting will begin at least five (5) minutes before the time scheduled for the pre-proposal meeting. Participants are encouraged to actively participate to maximize the opportunity to communicate directly with the government and have questions answered regarding the RFP. Any answers provided during the pre-proposal meeting will be included in written responses to Request for Clarifications published by ASG, and only written responses by ASG will serve as binding responses.

Any proponent who submits a proposal but does not attend the pre-proposal meeting will be disqualified.

### 3.6. Proposal Submission

Proposals must be submitted on or before the date and time established in Table 1 in Section 3.2, in the following two manners:

- **Physical proposal** delivered to ASG, Office of the Secretary of the Bid Board at the Minillas Government Center, North Tower, 12<sup>th</sup> floor, San Juan, Puerto Rico; and



Request for Sealed Proposals  
RFP # 22-1338

- **Electronic proposal** sent to the following email address: [ofertas@asg.pr.gov](mailto:ofertas@asg.pr.gov)

Proposals will not be evaluated until after the day and time established as Proposal Due Date in Table 1, Section 3.2.

### 3.6.1. Physical Proposal

All proponents must submit their physical proposal in a sealed envelope to the Office of the Secretary of the Bid Board at the location described above. The sealed envelope shall be identified with the:

- Name of Proponent Organization;
- Address of Proponent Organization;
- Telephone of Proponent Organization; and
- RFP number.

Upon receipt of the envelope, the Secretary will proceed to mark it with the exact date and time it was received, which will constitute the original delivery date of the proposal. The submitted physical version of proposal will be considered as the official proposal. Any proposal received without the proper identification as established herein will be processed as regular correspondence. Under this circumstance, the Bid Board will not be responsible if the Proponent loses the opportunity to present the proposal on time, nor will it be able to require that proponent's proposal be made known or impute that the proposal has been disclosed or opened by deadline. Furthermore, the proponent may be disqualified for not attaching all the required documents to his proposal.

### 3.6.2. Electronic Proposal

For submission of the electronic version of proposal, the Proponent shall include the following language in the email subject line:

**Attention: Secretary of the Bid Board: Response to RFP ##### from <Proponent name>**

The email shall include the proposal as an attachment (in pdf format) containing the corresponding items listed in Attachment A (Proponent Proposal Checklist) requiring submittal (also in pdf format unless specified otherwise). The same should be a faithful and exact copy of the physically submitted documents and shall include a certification crediting such act. As an exception, if the size of the content surpasses the space available via email, the attachments should be delivered in a pen drive with physical submission of proposal.

### 3.7. Registration in “Registro Único de Licitadores (RUL)”

Any Proponent interested in contracting with the Government must be registered in the “Registro Único



## Request for Sealed Proposals

RFP # 22-1338

de Licitadores” (RUL) in accordance with the specifications provided in the RUL registration requirements. Proponents can access the RUL through the following link: <https://rul.asg.pr.gov/>. It is a mandatory requirement for any natural or legal person interested in participating in procurement processes for goods, services and works with the Government of Puerto Rico to be registered in the RUL with all up-to-date certifications of eligibility requirements. Registration in the RUL must be active, and all documents required for active registration must be up to date.

When a Proposer that is not registered in the RUL appears in the RFP process and presents an offer, that Proposer should not be rejected by the Bid Board and will be granted a period of **five (5) business days**, starting from the Opening of Proposals, to submit the required documents to the RUL. If the proposer does not submit the required documents, he will be disqualified. *See Regulation No. 9230, Section 7.4.11.*

Any Proponent or Proposer 1) registered in the RUL; 2) who has presented an offer for the request; and 3) after the Opening of Proposals is found ineligible, will be granted **five (5) non extendable business days**, starting on the Opening of Proposals, to submit the corresponding information or documents to the RUL. During said period, no award will be made. It will be the responsibility of the Secretary of the Bid Board and the Purchase and Auction Specialist to notify the Proponent/Proposer, through a phone call and email, so that within the term provided they update their records in the RUL. The Proponent/Proposer must submit all the requested documents and certifications, and comply with all requisites, terms, and conditions established in the RFP at the moment of submitting the offer. No document will be accepted by a Proponent or Proposer after the opening, except for the RUL’s certification of eligibility, which will be subject to presentation during the time afore stated. The ineligible proponent will not be visible in the RUL; hence, will not be contracted by any of the Executive Branch agencies, public corporations, or municipalities. Ineligibility will be maintained until the Proponent complies with the requirement of information or the presentation of the solicited documents. **The Proponent/Proposer must sustain the status of eligibility in the RUL before the awarding of the proposal.** *See Uniform Regulation No. 9230 from November 18, 2020.*

In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Department of State of Puerto Rico, it will be said legal entity that will be obliged to comply with each of the requirements required by ASG to participate in the RFP. New legal entities created within 18 months prior to the publication date of this RFP, will be evaluated on their individual members experience, references, and financials.

### 3.8. Universal Identifier and System for Award Management

Prior to submitting a proposal, Proponents are required to register in the System for Award Management (SAM) as stated in 2 CFR, Subtitle A, Chapter 25. The following link can be used for the registration: <https://www.sam.gov/SAM/pages/public/index.jsf>.

### 3.9. Proponent Point of Contact & Signature

All submitted proposals must provide a clear point of contact for the organization that includes:

- Name of Proponent Organization;
- Name of point of contact for Proposal;
- Email address and postal address of point of contact;
- Telephone of the point of contact; and



Request for Sealed Proposals  
RFP # 22-1338

- Universal Identifier Code from SAM.

Proposals that do not identify a point of contact and contact information will be rejected. This information will be provided in the Cover Letter (refer to Section 5.1). The proposal cover letter must be signed with indelible ink or blue pen by an authorized representative of the Proponent. The authorized representative must be the same point of contact registered in the RUL. Electronic signatures that comply with this requirement are accepted.

### 3.10. Addendum

ASG may modify the RFP prior to the date established for submission of proposals by the issuance of an addendum. Any addendum to these documents will be issued in writing and will be posted on the ASG website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)) in the folder titled **22-1338**. Any Addendum or changes to the RFP Bid Package will be communicated to all vendors registered in the RUL. No oral statements, explanations, or commitments by anyone will be in effect unless incorporated in the written addendum. Receipt of Addendum must be acknowledged by the Proponent in **Attachment B**.

## 4. Scope of Work

In 2017, DRD facilities suffered severe damages due to hurricane María. A portion of the Hurricane damage was classified by DRD/FEMA in the project's scope of work as follows:

**Reconstruction of DRD Sports and Recreation Facilities – Consolidated Project  
(FEMA Ref. No. 87524 87600 DI251038 y 81167 DI 265090)**

The objective of this project is to repair and restore these facilities consistent with their previous state while ensuring to better withstand similar storm events in the future.

There are 88 Facilities divided in 7 Bundles (Canastas) among 31 Municipalities or Towns. Furthermore, the specifications for each Bundle are available in the following link for the "Procurement Reform" area of the ASG website: [www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx), under the folder labeled **"RFP 22-1338."** Each potential Bidder is responsible to find the specifications for the Bundles they are interested to bid.

Bundle	Number of Facilities	Municipalities and Towns in each Bundle
B-1	12	Cataño, Dorado, Rio Grande, San Juan
B-2	9	Vega Baja
B-3	14	Arecibo, Ciales, Florida, Lares, Manati, Utuado
B-4	11	Aguadilla, Isabela, Mayagüez, San Sebastian
B-5	7	Ceiba, Humacao, Las Piedras, Maunabo, Yabucoa
B-6	15	Arroyo, Barranquitas, Caguas, Guayama, Patillas, Santa Isabel
B-7	13	Guánica, Guayanilla, Peñuelas, Ponce, Yauco
B-8	5	Loíza
B-9	1	Loíza
B-10	1	Arecibo



Request for Sealed Proposals  
RFP # 22-1338

Each potential Bidder can bid as many bundles as the Bidder desires. Interested Bidders shall quote each and every bundle individually and detail Bundle sump cost.

Additionally, each Bidder shall submit in the construction quote a project sign (“rótulo”) for each individual project. The sign should have the following specifications: made from wood 4’-0” x 8’-0, ¾ treated plywood, painted with enamel oil without sparkle (“brillo”). Also, the label shall be self-supporting and shall be lifted 6’0” from the floor to the inferior part of the label. The label shall be reinforced with pieces of wood 2” x 4” treated with diagonal pieces in the form of an “X” for lateral stabilization. Finally, the text shall be painted, and its content shall be indicated to the awarded Bidders in the pre-construction meeting.

Each individual Bundle has a specified construction completion time in calendar days. When Bundles are awarded, specified completion time is not linear, but concurrent, meaning that different bundles have their own specific completion time as indicated in the following table:

Bundle	Time for Construction Completion in Calendar Days
B-1	270
B-2	300
B-3	240
B-4	240
B-5	180
B-6	180
B-7	180
B-8	180
B-9	240
B-10	240

#### 4.1. Terms and Conditions

##### 4.1.1. Notice to Proceed Orders

DRD or its representative must issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall stipulate the provision of services. Contractors are not authorized for the performance of any service outside written NTP orders provided by DRD or its representative.

##### 4.1.2. Permits, Licenses, and Applicable Laws and Regulations

Any and all permits required will be the Contractor’s responsibility. Contractor must adhere to all Federal, State and Municipal applicable laws, as well as FEMA and other Federal policies in place at the time of contract activation. Contracts which costs are anticipated to be funded, in whole or in part, with federal



## Request for Sealed Proposals

RFP # 22-1338

funds shall comply with any term and condition specified by the awarding federal agencies. This include but is not limited to the requirements of 2 C.F.R. § 200.320, et seq. and 2 C.F.R. Part 200 and any applicable Office of Management and Budget (OMB) circulars. By submitting a proposal under this RFP, Contractor acknowledges and represents it is or will be able to comply with the federal terms and conditions that may apply, as described in **Attachment K**, Minimum Federal terms and Conditions.

For any contract resulting from this RFP, compliance with **FEMA Super Circular** “2 CFR Chapter 2, Part 200 et. al” will be required. Links to the FEMA Super Circular 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>

For any contract resulting from this RFP, compliance with **HUD General Provisions** will also be required due to the possibility of using match funding from HUD’s Community Development Block Grant Disaster Recovery (CDBG-DR) program managed by the Puerto Rico Department of Housing. Link to their *Procurement Manual and Contractual Requirements for CDBG-DR*: [https://www.cdbg-dr.pr.gov/wp-content/uploads/2019/09/2018-11-08\\_CDBG-DR-Procurement-Guide-Ingles.pdf](https://www.cdbg-dr.pr.gov/wp-content/uploads/2019/09/2018-11-08_CDBG-DR-Procurement-Guide-Ingles.pdf)

As a Federally-funded activity, **22-1338** activities must comply with all applicable Federal laws, policies, and standards; noncompliance with this requirement may jeopardize the receipt of federal funds.

All required permits must be issued by the State or Federal regulatory agencies, as applicable, prior to initiating any site activity. Work performed without the corresponding permits will not be paid to the recipient or Contractors who performed the work. Contractors who do not obtain the proper permits and or do not follow permit requirements, applicable laws, and or regulations will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, or remediation requirements that may result. In entering a contract with **DRD**, Contractor must indemnify **DRD**, the Government of Puerto Rico, and their other agents, suppliers and assigns from any such costs or responsibilities.

Contractors must follow the Uniform General Conditions for Public Works Contracts in Puerto Rico. Access to the full document is given through the following link: <http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/7998.pdf>.

Liquidated Damages are determined as presented in **Attachment J** (Liquidated Damages), as identified in Regulation #9230.

Contractors will be solely responsible for any damages that may occur to people or property in the performance of work, be they accidental or due to negligence, and must fully repair and take all other necessary corrective actions required to resolve all damages or claims prior to submitting costs to **DRD** for reimbursement. Unless adjudicated by a court of law, **DRD** will be solely responsible for determining corrective actions and certifying that such actions are sufficient and appropriate. A certification from **DRD** and/or the injured party is required to document and demonstrate that appropriate corrective actions were taken, and that the situation was resolved prior to payment.



The Contractor must have and maintain a valid and appropriate business license (if applicable), meet all Local, State, and Federal codes, and have current all required Local, State, and Federal licenses.

#### **4.1.3. Taxes, Patents, Liability, and Worker's Compensation**

All municipal, payroll, and other taxes, patents, liability, and worker's compensation are the sole responsibility of the Contractor. The Contractors must comply and must make their subcontractors comply with all requirements, as applicable, of the Municipality Construction Tax and Patents laws and regulations. The Contractor understands that an employer/employee relationship does not exist under this contract.

#### **4.1.4. On-Site Project Manager**

The Contractor must designate an on-site Project Manager. The Project Manager must provide a telephone contact number to DRD where he or she can be reached throughout the duration of the project. The Project Manager will be expected to have weekly project meetings with DRD or its authorized representatives. Project Meeting topics will include, but not limited to, project status and completion progress, and DRD/Contractor coordination for areas to be impacted by the work. Frequency of meetings may be adjusted by DRD. The Contractor's Project Manager must be available twenty-four (24) hours a day, or as required by DRD.

#### **4.1.5. Safety**

The Contractor will be solely responsible for maintaining safety at all work sites. The Contractor must take all reasonable steps to ensure safety for both workers and visitors at the work site. Safety at the site includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible for ensuring that all OSHA requirements are met and that a safety officer is assigned to the project for the duration of this Contract. Contractors who do not follow required and other reasonable safety requirements will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, awards, or corrective actions that may result. In entering a contract with DRD, Contractors must indemnify DRD, the Government of Puerto Rico, and their other agents, suppliers and assigns from any such costs or responsibilities.

#### **4.1.6. Inspections**

The site must be subject to inspection by DRD and its authorized representatives. Inspections will be conducted to ensure compliance with the Contract and applicable Local, State and Federal laws. The Contractor must grant DRD access to all work sites. The Contractor will work closely with DRD, state authorities, FEMA and other agencies to ensure works and documentation is complete and accurate.

#### **4.1.7. Debris Removal Standard of Performance**



All debris identified by DRD must be removed. Partial removal of debris piles is prohibited. No single piece of debris larger than twelve (12) inches in any dimension must be left on site, and each property must be left in generally clean and safe condition.

#### **4.1.8. Documentation**

Contractors must perform the following activities and provide the following documentation:

- a) Provide documentation of work as directed/requested by DRD
- b) Provide written and oral status reports as directed/requested by DRD
- c) Review documentation to be provided to DRD for accuracy and completeness and verify all work was completed as described.

#### **4.1.9. Indemnification**

Upon Award, Proponent agrees to protect, defend, indemnify and hold DRD, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Proponent, its officers, employees, subcontractors or agents. Proponent further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

#### **4.1.10. Assumption of Ineligible or Unauthorized Costs**

The Contractor must be solely responsible for any and all costs incurred under this engagement that are the result of Contractor negligence, lack of adherence to the approved scope of work, purposeful or inadvertent damages to people or property (and any necessary or awarded costs to rectify same), or any other action or inaction that may result in costs being deemed in violation of law, regulation, or policy and/or being found ineligible for reimbursement by Federal, State, or other sources. Said costs must not be billed to nor reimbursed by DRD.

#### **4.1.11. Discretionary Action**

DRD reserves the right to require the Contractor to dismiss or remove from the project any workers or subcontractors as DRD deems necessary.

### **5. Proposal Submission Requirements**

Proponents must comply with the Mandatory Requirements identified in this RFP in order for their



## Request for Sealed Proposals

RFP # 22-1338

Proposals to be evaluated. The Government will evaluate proposals in the following areas: 1) Cost Proposal; 2) Project Schedule and Milestones; 3) Proposed Approach and Key Personnel; 4) Firm Experience and Financial Capacity; and provide preference points for 5) Proposed Inclusion of Small, Minority, and Women-Owned Businesses.

The proposal shall be clear, concise, and include sufficient detail for an effective evaluation, and for substantiating the validity of stated claims. Proposals shall not simply rephrase or restate the Government's requirements, but rather shall provide a convincing rationale to address how the Proponent intends to meet the requirements. Proponents shall assume that the Government has no prior knowledge of their experience or best practices, and that qualifications and past performance reviews will be based only on the information presented in the Proponent's proposal. The Government reserves the right to request additional information that supports information presented by each proponent in the different sections.

The proposal submission must contain the sections detailed below and respect page limits stated for each section. Pages submitted in excess of the stated page limitations will not be considered and will not be evaluated. Pages shall be single-spaced in 8½ by 11-inch paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively and use a 12-point font of *Times New Roman*. The proposal shall be submitted in *PDF* format.

All costs associated with the response to this RFP are the sole responsibility of the Proponent. Proponent's proposal shall follow format, order and content described below.

### 5.1. Proponent Proposal Checklist

The Proponent must review and submit all documents and/or information identified in the Proponent Proposal Checklist (Attachment A) as part of their proposal submission. Proponent must initialize each item listed and sign Attachment A as confirmation of proposal submission of all documents and information required by this RFP.

### 5.2. Proponent Summary Information and Addenda Acknowledgement

Proponent must complete and sign **Attachment B** (Proponent Summary and Addenda Acknowledgment). Proponent Summary Information requested in Attachment B includes the following:

- Name of Proponent Organization
- Name of point of contact for Proposal
- Email address and postal address of point of contact
- Telephone of the point of contact
- Universal Identifier Code from SAM
- RFP Number
- RFP Submission Deadline Date and Time
- Signature of Point of Contact

Proponent must acknowledge receipt of all Request for Clarification Response Document(s) and all RFP Addenda by completing and signing **Attachment B**. This form must be completed regardless if no



addendum was issued for this RFP. Attachment B must be signed with indelible ink or blue pen by an authorized representative of the Proponent. The authorized representative must be the same point of contact registered in the RUL. Electronic signatures that comply with this requirement are accepted.

### 5.3. Cover Letter

Proponent must provide a Cover letter with a brief overview of the key elements of the Proponent's proposal and why the Proponent should be selected in a **maximum of two (2) pages**.

This letter must be signed by an official with the legal authority to bind the Proponent and must include a statement that the proposal and terms within are to be valid for a minimum of one-hundred and twenty (120) days.

### 5.4. Firm Experience and Financial Capacity

#### 5.4.1. Business Profile

Proponent must provide a business profile with detailed information identifying firm, including:

- Name of Business and/or Firm
- Name of other associated businesses, firms, and/or professionals
- Name of owner/s and/or principals
- Office location address
- Type of organization
- Services provided by business
- Years in business
- Organizational Chart of the business
- Registered Organizational Documents (Good Standing)
- Professional Business licenses and credentials

Proponent shall provide an overview of business, number of years in service, and firm. Proponent shall describe the past history and experience of the firm as it relates to the proposed scope of work, specifically focusing on works Proponent believes demonstrates their relevant qualifications and experience. Any proposed contracting of a subcontractor must be named and identified, along with a description of the firm's experience and what role they will play in the Proponent's team.

Proponents that are Puerto Rico based corporations, limited liability companies, partnerships, or any other legal entity, shall be duly and properly organized and/or registered in compliance with the applicable laws of Puerto Rico. Such entities must show that they are in "good standing" at the time of Bid submission. The Proponent must submit organizational documents which will vary by the Proponent type of organization. Such documents may include (but are not limited to) Certificates of Incorporation, Partnership Agreements, Joint Venture Agreements, and Certificates of Good Standing.



In the event the Proponent is a foreign legal entity, including U.S. based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in “good standing” within their jurisdiction at the time of Bid submission. If a Contract is awarded to a foreign entity Proponent, said Proponent shall request authorization to do business in Puerto Rico previous to the execution of the Contract.

If applicable, Proponents must ensure at all times that professional, architectural or engineering services is performed by licensed professionals with the proper qualifications, skills and experience necessary to perform the services, according to applicable regulations.

#### **5.4.2. Comparable Project Experience**

Proponent must provide project experience information for at least **three (3) comparable projects** completed within the past 10 years of the RFP closing date by completing the **Comparable Project Fact Sheet (Attachment C)** for each project. The projects detailed in Attachment B shall be for executed work that is comparable to the one requested in this RFP (public sector clients preferred). These comparable project contacts shall be used as **business references**. ASG personnel and the Bid Board may contact those references to verify information.

#### **5.4.3. Business Financial Capacity**

The Proponent must present a letter from the company’s banking institution that confirms the availability of resources for a minimum of 10% of bid cost proposal. Each proponent will have to present a letter issued by their Bank, which can be signed by the bank manager, certifying their available credit line and/or that they have the available bank account balance.

This Proponent must also include in this section a statement making a firm commitment that the Contractor will pay its employees and sub-contractors without regard to the timing of payment by DRD and the Government of Puerto Rico.

### **5.5. Project Approach Narrative**

The Proponent shall present their proposed approach to successfully manage and execute the work detailed in this RFP to ensure efficiency, transparency, and positive outcomes. The Proponent shall present a Project Approach Narrative that indicates the proposed work plan to successfully perform the work activities. Proponents are encouraged to include information about any unique or specialized approach and/or capability they will bring to the engagement. The narrative should answer the following questions:

- Which project management approach(es) will be implemented?
- What methodology will be used for the construction of the project?
- What is the proposed method of construction?
- Which activities and/or techniques will be used to constitute a work team?
- How will you maintain a timely submittal of deliverables?
- How will you manage the current COVID-19 pandemic alongside on-site employees and other personnel?

### **5.6. Project Schedule and Milestones**



## Request for Sealed Proposals

RFP # 22-1338

The Proponent must include the proposed detailed project schedule as part of their proposal, and must consider all activities that are necessary and impact the time to complete the work. The detailed project schedule must be presented by levels with high-level tasks broken down with their respective activities, and demonstrate interrelationships and time to complete activities, tasks, and overall project. Proponent must identify specific project monthly milestones and project deliverables showing the most important tasks to be completed in schedule.

### 5.7. Cost Proposal

The Proponent must provide a Lump Sum price for all the services required for this project in this RFP, using the Pricing Worksheet that is part of this RFP Package to detail cost breakdown. There is no page limit. Proponent must fill in each blank space available in the Cost Form to identify all unit prices solicited in form.

It is understood that the quoted price shall include all labor, equipment, materials, incidental work, overhead, profit, insurance, bonds, mobilization, demobilization, subcontractor work, personnel lodging and meals, materials laboratory testing, etc. to cover the desired scope of work. The Proponent's Lump Sum price shall include the cost of municipal taxes and patents ("arbitrios de construcción y patentes municipales"). **Any and all costs for scope of services must be included in lump sum price in the Cost Form included in Attachment D.**

### 5.8. Proposed Inclusion of Small, Minority and Woman-Owned Businesses

#### 5.8.1. Overview & Purpose

The work to be performed under the contract resulting from this RFP shall be subject to the regulations set forth in the C.F.R. §200.321, which require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with federal funds, when possible, contracts and other economic opportunities are directed to small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, minority-owned business enterprises (MBEs), WBEs, (together M/WBEs), and labor surplus area businesses participate in contracting.

ASG recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of the contracts.

Consistent with the provisions of 2 CFR 200.321, DRD desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- Promote affirmatively (where feasible) in accordance with all applicable Puerto Rico Laws, together with all other applicable laws, statutes and constitutional provisions the procurement of goods or services in connection with recovery projects for minority owned business enterprises;
- Ensure that competitive and equitable bidding opportunities are followed to afford minority



## Request for Sealed Proposals

RFP # 22-1338

business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises;

- Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for reconstruction projects and subcontracts;
- Promulgate and enforce contractual requirements that the general contractor or all construction projects must exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, DRD will also adhere to and require the Contractors to follow 2 CFR 200.321 requirements which include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women's business enterprises;
5. Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate;
6. Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

All participating entities engaged with DRD must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of contracting M/WBE's.

### 5.8.2. Identifying M/WBEs

In this section M/WBE firms are identified as per the federally recognized definitions. M/WBE certifications are provided by federal, state, and local agencies, and private institutions.

**Minority Business Enterprise (MBE)** is defined as a business which is at least fifty one percent (51%) owned, operated, and controlled on a daily basis by one or more (in combination) American citizens of ethnic minority and/or gender (e.g. woman-owned) and/or military veteran classifications.

Ethnic minorities businesses include business where owner or principal shareholder(s) pertain to one of the following ethnic groups: Hispanics, Black Americans, Native Americans, Asian, Asian Pacific, or Hasidic Jews.

MBEs should maintain the size standards that define a small business as defined in Title 13, Chapter 1, Part 121 of the Electronic Code of Regulations (<https://www.ecfr.gov/cgi-bin/text->



## Request for Sealed Proposals

RFP # 22-1338

[idx?SID=0ff5f0839abff4eec707b4478ed733c6&mc=true&node=pt13.1.121&rgn=div5se13.1.121\\_1101](https://www.puertoricogov.com/procurement/idx?SID=0ff5f0839abff4eec707b4478ed733c6&mc=true&node=pt13.1.121&rgn=div5se13.1.121_1101)). -

A **Women Business Enterprise (WBE)** is a business concern that is at least fifty one percent (51%) owned and controlled by one or more women. The business must be a small business owned by U.S. citizens or Legal Resident Aliens, whose business formation and principal place of business are in the U.S. or its territories and whose management and daily operation is controlled by women.

The Small Business Administration (SBA) offers information on their site regarding qualification requirements for:

- The 8(a) Business Development (BD) Program which offers assistance to firms that are owned and controlled, at least fifty one percent (51%), by socially and economically disadvantaged individual(s);
- The Women-Owned Small Business (WOSB) program which allows set-asides for WOSBs in industries where firms are underrepresented. WOSBs must be at least fifty one percent (51%) owned and controlled by women; or
- The Historically Underutilized Business Zone (HUBZone) Program allows federal contract set-asides for small businesses in economically depressed communities.

The SBA application process begins with a preliminary assessment located at <https://certify.sba.gov/am-i-eligible>. For more information you can visit the local SBA district office for Puerto Rico and the US Virgin Islands: 273 Ponce de León Ave., Plaza 273, Suite, 510 San Juan, PR; Phone: 787-766-5572; Fax: 787-766-5309.

The Puerto Rico Minority Business Development Agency (MBDA), an agency of the U.S. Department of Commerce, is also a resource for businesses regarding M/WBE certifications: <https://mbdapr.com/>.

Puerto Rico's Minority Supplier Development Council (PRMSDC) additionally provides businesses technical assistance and has an MBE application and certification process which can be located at: <https://www.prmsdc.org/content.cfm?mhid=27&miid=83>. PRMSDC is located: 1225 Ponce de León Ave. VIG Tower, Suite 1505, Santurce, PR 00907-3921; Phone: 787-627-7272; website address: <https://www.prmsdc.org/index.cfm>.

Certified Minority or Women Owned Businesses can also be those who have filed and approved Applications with the Environmental Protection Agency (EPA) the Office of Small Business Programs (OSBP). Applications can be obtained from EPA OSBP, from regional Disadvantaged Business Enterprise (DBE) Coordinators, and from EPA OSBP's website, [www.epa.gov/osbp](http://www.epa.gov/osbp).

### 5.8.3. Preference Points

**Proposers seeking M/WBE preference should provide a copy of their M/WBE certification to evidence their status.** ASG shall provide a preference of up to five (5) additional points in the evaluation criteria of the method of rating proposals, for participation of M/WBE Registered Puerto Rico Business. **Businesses**



**providing evidence and proof of these certifications completed and approved by SBA, MBDA or EPA will be formally acknowledged as Minority or Women Owned Business Enterprises for the purpose of assigning preference points in the evaluation of proposals.**

All participating entities engaged with DRD must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of contracting M/WBE's.

If the Proposer does not have a M/WBE certification as Contractor, or within their proposed subcontracted entities, the Contractor must complete **Attachment H (M/WBE Efforts)** detailing efforts made to include and have Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract.

Nothing herein shall require DRD to award contracts for services or procurements to a minority and/or women-owned business enterprise that is not also a qualified, responsive and responsible Contractor.

## **5.9. Bid Bond**

In accordance with 2 CFR 200.325, bonding requirements are as follows:

- (A) A bid guarantee from each proponent equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the proponent will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

The Proponent must submit a **Bid Bond in original for five percent (5%)** of the bid price accompanied by the **Bid Bond Form (Attachment I)**. If the bond is presented through an insurance company, it will be **in favor of the "Administración de Servicios Generales" (ASG)** and if it is presented by certified check or money order, it will be **in favor of the Secretary of the Treasury**. The Bid Bond will be presented at the same time the proposal is submitted or annually by means of a lump sum.

Bonds for amounts less than required will not be accepted. Failure to comply with this requirement will lead to the rejection of the offer or proposal or the cancellation of the award. All bonds will be guarded by ASG's Finance Division. When ASG or the Bid Board decides to cancel the RFP, all bid bonds will be returned within a term of three (3) business days after the corresponding notification.

## **6. Bid Evaluation, Selection, and Award**

ASG will review all qualified responses to this RFP and the ASG Bid Board will select the proposal that it determines to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for completeness and adherence to the requirements of this RFP. ASG will not consider substantively incomplete or non-responsive proposals. A non-responsive proposal is a proposal that was not submitted in a timely manner, or that fails to meet the material terms and conditions of this RFP as determined by the Government of Puerto Rico.

ASG reserves the right to waive any informality in any proposal and to accept any proposal which it



## Request for Sealed Proposals

RFP # 22-1338

considers to be in the best public interest, and to reject any or all proposals. The decision of ASG in this regard will be final.

The Bid Board reserves the right to determine the suitability of proposals on the basis of a proposal complying with administrative requirements, technical requirements, the review team's assessment of the proposal and the expected performance of the services proposed, and cost.

### 6.1. Evaluation Criteria

An Evaluation Committee will score proposals based on criteria listed below in **Table 2**. Evaluation factors will include, but are not limited to, the following:

**Table 2 – Evaluation Criteria**

CRITERIA	WEIGHT
Firm Experience and Financial Capacity	20
Project Schedule and Milestones	20
Cost Proposal	60
TOTAL:	100
Proposed Inclusion of Small, Minority, and Women-Owned Business (Preference Points)	5
GRAND TOTAL:	105

Upon completion of scoring, the Evaluation Committee will prepare an evaluation recommendation document with the signature of all Evaluation Committee members and submit it to the Bid Board for their review and evaluation. The Bid Board will make the final decision of award. All Proponents will receive a copy of the final determination.

Bidder can bid as many bundles as they desire. Moreover, interested Bidders shall quote each and every bundle individually and detail Bundle sum cost as well as the cost of each site and/or facility individually.

### 6.2. Award Procedures

The award will be made to the proposal that represents the best value to the Government of Puerto Rico and is also in the best interest of the Government of Puerto Rico. The awards will be made by the Bid Board. The Bid Board reserves the right to accept other than the most financially advantageous proposal. The Bid Board reserves the right to accept or reject all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proponent, to accept any items in any proposal. Since the Bid Board may choose to award a contract without engaging in discussions or negotiations, the proposal submitted must present and define Proponent's best offer for performing the services described in this RFP.

The Bid Board may, at its discretion, require one or more Proponents to appear before an Evaluation



## Request for Sealed Proposals

RFP # 22-1338

Committee for an interview or to make a presentation to clarify the contents of their proposal. During such interview, the Proponent may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proponents will be notified in advance of the time and format of such meetings. The purpose of each meeting shall be to clarify and ensure understanding of the requirements of the contract; improve the technical aspects of the proposal in an effort to lead them to comply with the performance specifications and requirements and/or reduce the price; discuss the data that justify the price and the details pertaining to each proposal that can improve it.

The Proponents whose offers comply with the provisions established in the Bid Package will be given fair and equal treatment with regard to the opportunity to discuss and revise the proposals. However, as the information that is addressed in said meetings may vary in relation to each Proponent, the revisions and discussions shall be based on facts and circumstances particular to each proposal. The Proponent shall put into writing any substantive verbal clarification of a proposal. Should discussions and negotiations be held, the Auxiliary Administration of Acquisitions or the Bid Board may request that the Proponents whose proposals comply with the provisions of the Bid Package submit amendments to the Proposals ("Best and Final Offer" or "BAFO") that respond to the discussions and negotiations that are conducted.

The commencement of such discussions, however, does not signify a commitment by DRD or ASG to execute a contract or to continue discussions. ASG or the Bid Board may terminate discussions at any time and for any reason. A proposal may be rejected if it is incomplete. The Bid Board may reject any or all proposals and may waive any immaterial deviation in a proposal. Furthermore, the award notice of this proposal shall not constitute the formal agreement between the parties. It shall be necessary to execute the corresponding contract with DRD.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. As the Bid Board may award a contract based on the initial proposal, a Proponent must make his initial offer on the most favorable terms available. The Bid Board reserves the right, however, to have discussions with those Proponents falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter. The Bid Board may select and enter negotiations with the next most advantageous Proponent if negotiations with the initially-chosen Proponent are not successful.

Once the Bid Board makes the corresponding award, they shall provide notice of their final determination by way of Ruling or Award Notice. The Ruling or Award Notice shall be properly notified, by federally certified mail with acknowledgement of receipt or e-mail to all the parties that are entitled to challenge such determination, namely, all the proponents who participated in the RFP process. The Award Notice must include: (i) the names of the Proponents that participated in the Request for Proposals or Request for Sealed Proposals and a summary of their proposals; (ii) the factors or criteria that were taken into account for the awarding of the proposal; (iii) the defects, if any, that the losing Proponents' proposals had, and (iv) the availability and the term for requesting an administrative review and judicial review. The Bid Board must file the final determination of the award and a record of the Award Notice.

It is the intent of DRD to enter into a contract. Contents of the proposal must become contractual obligations if a contract ensues. Failure of the Proponent to honor these obligations may result in cancellation of the award. All processes are governed under the Puerto Rico Procurement Law 73 dated July 23, 2019 and all



applicable Federal rules and procedures.

## **7. RFP Process Requirements**

### **7.1. Modification of Proposal**

Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposal and are received prior to the closing time for receiving proposals will be accepted. The proposal must be corrected in accordance with such written requests, provided that any such written request is plainly marked "Modification of Proposal #22-1338". Oral, telephone, or fax modifications or corrections will not be recognized or considered.

### **7.2. Withdrawal of Submitted Proposal**

The withdrawal of a proposal may be carried out through written request addressed to the Auxiliary Administration of Acquisitions and/or the Bid Board, presented at any time prior to the opening. The proponent may not present a substitute proposal once their proposal for a certain RFP is withdrawn. No proponent may withdraw their offer or proposal after the opening.

### **7.3. Confidentiality of Responses and Proprietary Information**

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction will not be subject to public disclosure. The firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. The Cost Form may not be proprietary. Proponents may not make their entire bid package or pricing confidential under this provision, and DRD reserves the right to evaluate and determine whether confidential designation is both appropriate and permissible.

Upon completion of this RFP process and after the award has been announced, ASG will make public its report regarding the selection process, which shall contain specific information included in the proposal and related to the process. ASG will not divulge information designated by the Proponent in the proposal as confidential, proprietary, or privileged if it is related to trade secrets, pricing, and proprietary or privileged information.

The Bid Board may reject proposals containing substantial contents marked as confidential, proprietary, or privileged. Provision of any information marked as confidential or proprietary shall not prevent ASG or the Bid Board from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary, and such information may be made publicly available.

### **7.4. Ownership of Submitted Proposals**

All materials submitted in response to this RFP shall become the property of ASG. Selection or rejection of a proposal does not affect this provision. All proposals submitted in response to this RFP may be subject to public review on the ASG website after awards have been made.



#### **7.5. Amend, Rejection of Proposals and Cancellation of RFP**

ASG has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and or to request additional information or clarification.

Issuance of this RFP does not constitute a commitment to award a contract. ASG reserves the right to accept or reject, in whole or in part, and without further explanation, any or all proposals submitted, and/or cancel this RFP and reissue it or another version of it, if ASG deems that doing so is in the best interest of the Government.

Additionally, the Government reserves the right to make investigations, as it deems necessary, as to the qualifications or perceived conflicts of interest of any and all Proponents submitting proposals in response to this RFP. Any appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a proposal(s). In the event that any or all proposals are rejected, the Government reserves the right to re-solicit proposals.

#### **7.6. Errors and Omissions in Proposal**

The Bid Board and ASG reserve the right to waive any minor format non-compliance and/or informalities of submitted proposals if doing so is in the best interest of the Government. The Bid Board reserves the right to reject a proposal that contains a substantial error or omission. The Bid Board also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening up clarifications for all Proponents.

#### **7.7. Sub-Contractor/ Partner Disclosure**

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal must remain solely responsible for the performance of all work, including work that is done by sub-contractors. No additional sub-contractors or partners must be added to the Contractor's team after bid submittal except under rare circumstances, and only when fully justified to and expressly approved by DRD.

#### **7.8. Prohibited Communications**

Communications with other representatives of the Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions may result in rejection of the proposal. Proponents should rely only on representations, statements, or explanations contained in this RFP, in documents that ASG provides to Proponents and in any formal written addenda as may be issued by ASG or the Bid Board at any time during this RFP process.

#### **7.9. Public Announcements**

Any information or public announcement related to this RFP will be made by ASG through its website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)). Any information or other public announcements related to this RFP shall not be made by any party, including Proponents, without the prior written approval of ASG.



### 7.10. Challenge to the Invitation and/or Bid Package

In the case that a Proponent/Proposer interested in participating in a bid process disagrees with the RFP Invitation, he will be able to settle personally before the ASG Procurement Area's Auxiliary Administrator the corresponding objection document, at the following email address: [julioavg@asg.pr.gov](mailto:julioavg@asg.pr.gov), within **three (3) business days** following the date the Administration makes accessible the RFP Invitation. All objections to the RFP Invitation that fall outside the here established term will be rejected. The objection must comply with the established Regulation No. 9230, *supra*.

In the case that a Proponent/Proposer interested in participating in a bid process disagrees with the established final terms, instructions, specifications, or conditions in the RFP Document, he will be able to settle personally before the ASG Procurement Area's Auxiliary Administrator the corresponding objection document, at the following email address: [julioavg@asg.pr.gov](mailto:julioavg@asg.pr.gov), within **three (3) business days** following the date the Administration makes accessible the RFP Document. All objections to the RFP Document that fall outside the here established term will be rejected. The objection must comply with the established Regulation No. 9230, *supra*.

### 7.11. Administrative and Judicial Review

The party adversely affected by a Bid Board decision, within the term of twenty (20) days from the Award Notice being sent by U.S. mail or e-mail, may present a written request for review before the Bid Review Board. Once the administrative review request has been submitted, the corresponding Bid Board will submit a certified copy of the case record to the Bid Review Board, within three (3) calendar days following the filing of the appeal.

The appellant shall provide notice with a copy of the request for administrative review to the Auxiliary Administration of Acquisitions and the Bid Board; they shall simultaneously also provide notice to the Proponent that was awarded the bid. This requirement is of a jurisdictional nature. In the review document itself, the appellant shall certify to the Review Board its compliance with this requirement. The notice must be provided through certified mail with acknowledgement of receipt and e-mail. The appellant must provide notice, furthermore, to all the proponents that participated in the bidding process.

If so requested by the adversely affected party, the Auxiliary Administration of Acquisitions or the Bid Board, shall correspondingly provide them with both the mailing addresses and e-mail addresses that the participating providers have reported during the challenged bidding process.

Pursuant to Section 4.2 of Law No. 38-2017, the party adversely affected by the decision of the Review Board may file a review petition with the Court of Appeals within the term of twenty (20) days, counted from the filing of the copy of the notice of the final order or ruling of the Bid Review Board. The mere filing of a request for review shall not have the effect of placing a stay on the awarding of the challenged bid.

## 8. Proponent Certification

Through the act of submitting a proposal, the authorized representative signing on behalf of the Proponent certifies, under penalty of perjury, that, to the best of the Proponent's and such person's knowledge and



understanding, that:

1. The Proposal has been prepared independently without collusion, consultation, communication, or agreement with any other Proponent or with any other competitor who is not a Proponent.
2. Unless otherwise required by law, the Proposal has not been knowingly disclosed by the Proponent and will not be knowingly disclosed by the Proponent prior to the proposal submission deadline, directly or indirectly, to any other Proponent or to any other competitor who is not a Proponent.
3. The Proponent has not attempted or will not make any attempt to induce any other person, partnership, corporation, or government entity to submit or not submit a proposal in order to affect competition.
4. The Proponent is not in default or in default with the Government for any debt or contract, that it has not breached any obligation with the Government and that it has not been declared "not responsible" nor has it been disqualified from doing business by the Government, no other State of the Union or with the federal government, nor is there any pending procedure related to the responsibility or qualification of the Proponent to receive public contracts.
5. The Proponent must certify that neither the Contractor nor any employee thereof has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State laws and regulations.
6. The Proponent knows and agrees to comply with all the terms and conditions of this RFP.

## **9. General Conditions and Requirements**

### **9.1. Requirements by Contractor Type of Organization**

The Contractor may be individuals doing business as Corporations, Partnerships or Joint Ventures duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration *Registro Unico de Licitadores* (Proponents Sole Register). Also, refer to Section 3.7(Registration on RUL) above.

In order to participate in this RFP, it is mandatory for Individual entities, Partnerships or Joint Venture duly organized by the laws and regulations of Puerto Rico, (partnership LLP, LLC or Joint Venture) to be registered as such in the "Registro Único de Licitadores (RUL) de la Administración de Servicios Generales de Puerto Rico," except as provided by rules and regulations of ASG.

In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Puerto Rico Department of State, it will be said legal entity that will be obliged to comply with each of the requirements required by DRD to participate in the RFP or the alternative method of selection chosen. New legal entities created within 18 months prior to the publication date of this RFP, will be evaluated on their individual members' experience, references and financial capacity.

All Contractors, if incorporated, must show they are in good standing with the Puerto Rico State Department ("State Department"). All Contractors that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the State Department requesting authorization to do business in Puerto Rico, which must have been requested prior to the date of submission of the proposal.



Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

## **9.2. Contractors' Good Standing and Notification of Disbarments, Legal Issues, Ownership Structures, and Conflicts**

If any of the Contractor's principals, officers, directors or partners has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, the Contractor must disclose that information in its proposal. Failure to provide such information and complete **Attachment F, Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts**, will result in the rejection of the proposal. DRD will corroborate this information.

Each Contractor's principals, officers, directors and partners must be in good standing with DRD and the Government of Puerto Rico, and with any Federal or Local agency that has or had a contractual relationship with the Contractor or any of its principals, officers, directors and partners. Therefore, if a State, Federal or Local agency has terminated any contract with a Contractor for default, the Contractor will not be eligible to submit a proposal in response to this RFP.

In addition, each Contractor must certify that none of its principals, directors, officers or partners has been convicted or are under any investigation by any State, Federal forum, or in any other country, of the crimes identified under Law Number 2 of January 4<sup>th</sup>, 2018 (Anti-corruption code for the New Puerto Rico). Certifications must encompass the prior experience of any and all principals, officers, directors and partners of the Contractor, including prior corporate entities.

Further, the Contractor certifies, to the best of his or her knowledge and belief, that: 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

In addition, the Contractor must disclose the following information as part of their proposal:

- Actual, apparent and potential conflicts;
- Ownership interests in businesses associated in any way with this RFP;
- Identification of Officers, Directors, and Partners of bidding entities; and
- Overlapping ownership interests or Directorships in other companies.

## **9.3. Contractor Certification Requirements**



## Request for Sealed Proposals

RFP # 22-1338

All Contractors are advised that the selected Contractor must comply with all public contracting requirements set forth in the Treasury Department's Circular Letter No. 1300-25-14, dated March 10, 2014, in connection with payment of income, and personal and real property taxes. The selected Contractors, upon Notice of Award, must submit all certifications required under the cited circular letter.

Also, the selected Contractors must be prepared to submit all certifications in compliance with Puerto Rico Treasury Department's requirements for contracting with the government regarding income and property (CRIM) taxes. These requirements are in accordance with Circular Letter No. 1300-13-97, dated April 11, 1997 stating instructions for the implementation of Administrative Bulletin No. OE-1991-24 from the Governor's Office dated August 18, 1991 amended by Administrative Bulletin No. OE-1992-52 from the Governor's Office dated August 28, 1992.

**Required Certifications from the Selected Contractor:** The selected Proponents must immediately submit the following certifications upon Notice of Award receipt:

- a) Last Five Years Income Tax Form Filing, Puerto Rico Internal Revenue Department (Hacienda) certification
- b) No Debt Certification, Puerto Rico Internal Revenue Department (Hacienda)
- c) Sales Tax Form Filing, Puerto Rico Internal Revenue Department (Hacienda)
- d) Sales Tax No Debt certification, Puerto Rico Internal Revenue Department (Hacienda)
- e) No Debt, Puerto Rico Municipal Taxes Collection Center (CRIM)
- f) Property Tax Form Filing, CRIM
- g) Employer Unemployment Filing, Puerto Rico Labor Department certification
- h) Driver (Chauffer) Insurance Filing, Puerto Rico Labor Department certification
- i) Minors Support Filing, ASUME certification
- j) Good Standing Certificate (corporations only), Puerto Rico Department of State
- k) Corporate Resolution or Sworn Statement authorizing officer to sign the contract
- l) Sworn Statement, PR Law 2, January 4th, 2018 as amended
- m) The list of any subcontractor, along with a description of subcontractor firms' experience and what role they will play on the Proponent's team.
- n) Any and all other documents required by the Puerto Rico General Services Administration.

By submitting a Proposal, Proponent agree that if their proposal is accepted, they will negotiate in good faith and enter into a contract with DRD, for the term set forth in this RFP (as defined in the RFP), including all exhibits and attachments hereto. Each Proponent also accepts all terms and conditions of this RFP and any amendment thereof. The proposal and any additional information submitted by the Proponent or negotiated between Proponent and DRD prior to selection, together with this RFP and any addenda hereto, will serve as confirmation of Proponents' acceptance of all terms and conditions therein.

### 9.4. Performance and Payment Bonds

Contractor must furnish a **Performance Bond** in the amount of one hundred percent (100%) of the Contract Price to secure fulfillment of all the contractor's requirements under such contract. Said bond will



Request for Sealed Proposals  
RFP # 22-1338

guarantee the execution of the contract. The bond must be in original.

Contractor must furnish a **Payment Bond** in the amount of one hundred percent (100%) of the Contract Price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws and Regulations or by the Contract Documents. The Proponent must furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative.

The Performance Bond and the Payment Bond must be executed by one or more surety companies legally authorized to do business in Puerto Rico, and must become effective upon activation of a Purchase Order and issuance of a Notice to Proceed by DRD. The surety bonds must be in the form set forth in DRD Regulations without any variations therefrom or in any other form authorized by DRD. The Proponent will be solely responsible for any costs associated with obtaining bonds.

All bonds submitted by the Contractor must be accompanied with the following documents:

- Power of Attorney in Fact;
- Acknowledgement of Surety; and
- Completed Official Form to be supplied by DRD.

In addition, the Selected Proponent will be required to submit a verification letter annually from the surety company confirming that the Proponent is able to provide a payment and performance bond.

## 9.5. Insurance Requirements

The Proponent agrees that if selected, upon Contract Award and at Proponent's sole expense, Proponent must procure and maintain the following minimum insurances with insurers authorized to do business in Puerto Rico and provide insurance required by DRD or the regulatory agency that granted the funds:

- A. All insurance policy must be endorsed, specifically or generally, to include the following as Additional Insured:

DRD, COMMONWEALTH OF PUERTO RICO, OFFICE OF THE GOVERNOR, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Minimum insurance amount of \$1,000,000 is required for each of the following types of insurance policies required:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation and Employer's Liability
- Professional Liability

- C. Before commencement of any work or event, Proponent must provide a Certificate of Insurance in



## Request for Sealed Proposals

RFP # 22-1338

satisfactory form as evidence of the insurances required above.

- D. Proponent must have no right of recovery or subrogation against DRD (including its officers, agents, and employees), it being the intention of the parties that the insurance policies so affected must protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- E. DRD must have no liability with respect to Proponent's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Proponent.
- F. Notwithstanding the notification requirements of the Insurer, Proponent hereby agrees to notify DRD's Insurance Manager two (2) days of the cancellation or substantive change of any insurance policy set out herein. DRD, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance must note in the Description of Operations the following:

Agency: \_\_\_\_\_

Contract #: \_\_\_\_\_

- H. Insurance procured by Proponent must not reduce nor limit Proponent's contractual obligation to indemnify, save harmless and defend DRD for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder must be listed as follows:

DRD

Attention: DRD Director

San Juan, PR

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor must ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Any failure of DRD to demand or receive proof of insurance shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The receipt of any certification does not constitute an agreement by DRD that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate complies with all contract requirements. DRD reserves the right to modify, delete, alter or change insurance requirements at any time.

### 9.6. Termination Clauses

Contractor acknowledges the following Failure to Provide Services Procedures.

#### A. Failure to Provide Service

If the Contractor fails to provide any services described in the contract, or fails to meet any obligations contained therein, DRD and ASG reserves the right to terminate the contract by providing written notices to the Contractor.

The Contractor will have a First Notice to Cure, including the submittal of a To Cure Plan within 3 days after notice, followed by 7 days cure the default period.

If said default cannot be cured within the First Notice to Cure period, a second 7 days' written Notice to



## Request for Sealed Proposals

RFP # 22-1338

Cure will be issued to the Contractor.

If default is not cured following the second To Cure period, DRD or ASG may demand its own timetable or terminate the contract.

### B. Authority to Terminate

DRD Executive Director is authorized to terminate this contract on behalf of DRD. ASG Administrator is authorized to cancel the contract resulting from this RFP on behalf of ASG.

### C. Termination for Convenience

DRD must have the right to terminate the contract without cause and at its convenience, with immediate written notice to the Contractor.

### D. Force Majeure

It is mutually understood and agreed that the contract holder must be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder must give DRD prompt oral notification followed by written notice of the and estimated duration of said Force Majeure.

### E. Law to Govern

The parties acknowledge that the contract is made and entered in Puerto Rico and will be performed in Puerto Rico. The parties further acknowledge and agree that Puerto Rico law must govern all the rights, obligations, duties and liabilities of the parties under contract and that Puerto Rico law must govern the interpretation and enforcement of the contract and all legal matters relating to the contract. The parties further agree that all legal actions proceeding relating to the contract must be brought in a court of competent jurisdiction in San Juan, Puerto Rico. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive all objections that they may have with respect to venue in any court sitting in San Juan, Puerto Rico.

## 10. Local Preference

In any purchase process, ASG will fully comply with the following preference policies, enshrined in the following legal provisions:

- a. **Act 14-2004**, as amended, known as the “Law for the Investment of the Puerto Rican Industry”;
- b. **Act 129-2005**, as amended, known as the “Procurement Reserves Law of the Government of the Commonwealth of Puerto Rico”;
- c. **Act 253-2006**, known as the “Law of Multiple Selection Contracts in Procurement Processes”;
- d. **Act 42-2018**, as amended, known as the “Preference Law for Contractors and Local Construction Suppliers”.



## Request for Sealed Proposals

RFP # 22-1338

ASG will fully comply with certain measures that ensure compliance with the aforementioned public policy and with any other public policy provision that encourages and encourages local capital companies to increase their business opportunities, with the purpose of creating more and better jobs for the citizens.

- a. **USE OF PERCENT OF PREFERENCE:** The proponent who wishes that their preference percentage be acknowledged shall present the resolution granted by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company or any other governing body, along with your offer in order to validate your preference. The resolution must provide the line or lines to which the preference has been granted.
- b. **ASSIGNMENT OF THE PERCENT OF PREFERENCE:** The proponent who has obtained the percentage of preference for manufacturing any of its products, may assign it to its agents established in Puerto Rico by means of a notarized letter in which it expressly indicates that it is assigning to each agent the percentage of preference granted for said product by the Board of Investment in the Puerto Rican Industry or any other governing body. Said letter must be approved and stamped with the official seal of the governmental entity that issues it.
- c. **APPLICATION OF THE PERCENT OF PREFERENCE:** If after applying the percent of preference, the items remain on equal terms, the award will be made in the following order: (1) products from Puerto Rico; (2) products from USA; and (3) foreign products.
- d. **UPDATED ISSUED RESOLUTION:** In every purchase made under a contract or purchase order as a result of this bidding document, the proponent who has obtained a preferential percent for their products, must present at the time of each purchase, the current resolution issued by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company, or any other governing body. If the current resolution is not presented, the proponent will not be able to enjoy the benefits of said laws.

## 11. Payments

Contractors must submit monthly invoices to DRD for services provided unless a different timeline is directed by DRD. Invoices must be complete and correct and must be documented in a manner that meets DRD requirements as well as current federal requirements for reimbursement. Only costs (and associated documentation) associated with completed work may be included as part of invoices for review and approval, as evidenced by a certificate of work completion. Payments will be based on the approved cost breakdown. All invoices must be submitted within thirty (30) days from the end of the invoice period in which the work was performed. Invoices must be provided in an acceptable format to DRD, in both an electronic and hard copy format, with detailed supporting documentation. The invoices must be submitted in accordance with Federal, State, and Local rules, regulations, and laws.

Invoices will be processed for payment only after approval by DRD's Program Manager or his designee. Approval for payment must not be granted until appropriate and quality deliverables are received, and documentation is provided and determined to be correct, accurate, and consistent with DRD, Government of Puerto Rico, and federal reimbursement requirements. DRD will endeavor to pay Contractors as soon as practicable; however, Contractors should expect that they may have to carry costs for 90-120 days after invoice acceptance prior to being paid. For these reasons, Contractors must demonstrate in their proposals that they have enough financial capacity to continue to pay all staff and subcontractors in a timely manner (at least monthly) and continue to perform work under any eventual contract with DRD without interruption or delay for at least that period of time.



## Request for Sealed Proposals

RFP # 22-1338

### 12. FOMB Contract Review

All contracts resulting from this RFP are subject to review by the FOMB in accordance with FOMB contract review policy and related amendments. Please refer to the FOMB Contract Review Policies available at <https://juntasupervision.pr.gov/documents/>. Contractor will be required to sign a certification, presented in **Attachment L** (Contractor Certification Requirement), which shall be provided to the Federal Oversight Management Board with contracts submitted for review and approval.



### 13. ATTACHMENTS

#### Attachment A: Proponent Proposal Checklist

Proponent Proposal Checklist

Request for Sealed Proposals

RFP 22-1338

Proposals shall incorporate the following documents in the order provided. The forms included as part of the RFP must be completed and incorporated as part of the Proposal. ASG reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark their initials in the space provided below to indicate the compliance with the Checklist's requirements. If applicable, the Proposer shall submit for First-Tier Subcontractors, those items indicated as applicable with a checkmark.

Initials	Document Description
	One (1) Sealed Physical Proposal (Office Secretary Bid Board) One (1) Electronic copy of Proposal One (1) Redacted copy of Proposal (if applicable)
	Attachment A – Proponent Proposal Checklist duly initialized and signed.
	Attachment B - Addenda Acknowledgement duly completed and signed.
	<b>Proposer Cover letter</b> (2 pgs.): Overview of the key elements of Proposal and why Proposer should be selected duly signed. Must include Proponent identification, RFP information, and point of contact information
	<b>Business Profile:</b> Business profile establishing the experience, past performance, and demonstrated ability of the firm to perform the RFP scope of work (30 pgs. max). Must also include the following information or documents: <ul style="list-style-type: none"> <li>- Organizational Chart of the Business</li> <li>- Registered Organizational Documents</li> <li>- Professional Business licenses and credentials</li> </ul>
	<b>Attachment C – Comparable Project Fact Sheet:</b> List of 3 comparable project experiences
	<b>Firm Financial Capacity:</b> Include summary that demonstrates firm's adequate financial resources, and financial capacity to pay employees and subs throughout contract regardless of timing of payments. Must also include: <ul style="list-style-type: none"> <li>- Bank Certification of Line of Credit or Cash Availability</li> </ul>
	Project Approach Narrative Any proposed contracting of a subcontractor must be identified in this section by detailing sub name, experience and role to play.
	Project Schedule & Milestones
	Attachment D - Cost Form
	Small, Minority and Women Owned Business (M/WBE) Certification or Attachment H



Request for Sealed Proposals

RFP # 22-1338

	Bid Bond & Attachment I - Bid Bond Form
	Attachment F – Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, legal Issues, Ownership Structures, and Conflicts duly signed with corporate seal.
	Attachment G – Lobbying Certification of Contracts, Grants, Loans, and Cooperative Agreements duly signed.
	Attachment L – Contractor Certification Requirement duly signed.
	<b>First-Tier Subcontractor Information</b> (if applicable): Including company experience, qualifications, role and approach to perform scope of work identified.

Name of Proponent or Contractor

Contractor Authorized Representative Signature (If Corporation, Signed and Sealed)

Date



## Attachment B: Proponent Summary and Addenda Acknowledgment

### PROPONENT SUMMARY INFORMATION

Proponent Organization	
Name of Proponent Organization:	
Proponent Universal Identifier Code from SAM:	
Proponent Point of Contact Information	
Name:	
Title:	
Email address:	Telephone:
Postal Address:	
RFP Information	
RFP Number:	RFP Submission Deadline Date and Time:

### ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Proponent hereby acknowledges that he/she has received and read all the responses to all of the Proponents questions summarized in the **Request for Clarification Response Document**.

The Proponent, hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the **Addendums to this Bid/Proposal/Contract**:

<input type="checkbox"/> NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.

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### ACKNOWLEDGEMENT:

Name of Proponent or Contractor

Contractor's Authorized Representative Signature (If Corporation, Signed and Sealed)

Date

### IMPORTANT NOTICE:

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

ASG RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA.



## Request for Sealed Proposals

RFP # 22-1338

### Attachment C: Comparable Project Fact Sheet

Instructions: Complete the following form for each comparable project performed by Contractor. Forms shall not exceed three (3) pages per project. Any information that exceeds the stated page limit will not be considered.

<b>Proponent Information</b>		
Proponent Company Name:		
Role:		
<input type="checkbox"/> Primary or General Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Other, specify:		
<b>Project Details</b>		
Project Name:		
Project Location:		
<b>Project Owner &amp; Reference Information</b>		
Company Name:		
Point of Contact Name:		
Title:	Phone:	Email:
Project Start Date:		
Project Completion Date:		
Original Contract Amount (\$):		
Final Contract Amount (\$):		
Contract Term:		
Project Status:		
<b>Project Description and Worked Performed</b>		
Size of Project (gross square feet):		
Narrative description of work performed, including the major disciplines and trades involved. (Make sure to identify work completed by proponent, the work subcontracted, and the work performed by others)		



## Request for Sealed Proposals

RFP # 22-1338

### Attachment D: Cost Form

**The undersigned, having familiarized himself** with the difficulties and restrictions of the project's site & facilities and all related conditions affecting the cost of the work, in accordance with requirements and stipulations indicated on Instructions to Proponents, Uniform General Conditions for Public Works Contract (with its supplement), Special Conditions, Supplementary Special Conditions, Annexes, Technical Specifications, Drawings and all related Addenda, as part of Contract Documents thereto; **hereby proposes to furnish all labor, materials, tools and equipment and perform all items of work, as required by Contract Documents;** for the lump sum price indicated in the Pricing Worksheet that is part of this RFP package.

If a Bidder does not wish to bid on a bundle, the Bidder must enter "N/A" (not applicable) or "N/B" (no bid or "no bid") in the appropriate row.

**In submitting this bid,** it is agreed that Base Bid requested on Article I above, may not be withdrawn for a period of hundred twenty (120) consecutive calendar days, from the date of opening thereof.

**Change Orders,** increasing or decreasing the amount of the work, will be approved as stipulated in the Uniform General Conditions for Public Contracts and Supplementary General Conditions for changes in the work.



Request for Sealed Proposals  
RFP # 22-1338

**Attachment E: Material Specifications**

For this RFP, Attachment E does not apply.



**Attachment F: Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts**

FROM:

Name of Primary Contractor:

Primary Contractor Authorized Representative:

Mailing Address:

Contact Telephone:

In addition, the Contractor discloses the Identification of Officers, Directors, and Partners of proposing entities:

Name	Position	Proposing Entity	Address

The prospective primary Contractor certifies to the best of its knowledge and belief, that it and its Officers, Directors, and Partners of proposing entities:

- (a) are in Good Standing with any and all Federal, State and local agencies that has or had a contractual relationship with the Contractor or any of its Officers, Directors, and Partners of proposing entity
- (b) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency;
- (c) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 2 of January 4<sup>th</sup>, 2018 as amended



## Request for Sealed Proposals

RFP # 22-1338

- (e) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (f) Contractor does not and will not have any actual, apparent and potential conflicts; overlapping ownership interests of Directorship in other participating Contractors' firms or entities; ownership interests or participation in a Design, Construction or Private Management Agent for any of the projects to be awarded for the services to be provided under this project.

Certified:

Name of Proponent or Contractor

Contractor Authorized Representative Signature (If Corporation, Signed and Sealed)

Date

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Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective Contractor must attach an explanation to this proposal.



**Attachment G: 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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned must 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 must 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 must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Proponent or Contractor

Contractor Authorized Representative Signature (If Corporation, Signed and Sealed)

Date



## Request for Sealed Proposals

RFP # 22-1338

### Attachment H: M/WBE Efforts

This form is to be completed by the Proponent if their Firm, or the proposed subcontracted entities, **do not have** a M/WBE certification.

The Proponent must explain the steps made so that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) participate in the work required in this contract by documenting efforts for contracting M/WBE's and contracting minorities and women.

<b>M/WBE Form</b>
Who performed the effort(s): <input type="checkbox"/> Recipient <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Other, specify
<b>Describe types of efforts made:</b> (see example to complete: Direct Solicitation; Negotiation; Queries to Databases; etc.)
Which group was targeted:
Date(s) of efforts made:
<b>Briefly provide a summary description of your M/WBE efforts:</b> (see examples to complete: Provided documents/plans/bid specifications to certified M/WBE's and allowed adequate time to respond; Sent written notification to M/WBE and trade associations located in the region where work will be performed; Log responses from M/WBEs.; etc.)
<b>Difficulties/Additional Information:</b> Provide any other information you deem relevant which may help us in evaluating the extent of your efforts. (see examples to complete: We were not able to contract M/WBE firms because the projects required: [type here]; For Projects A,B,C, D only X # of MWBE firms were able to be incorporated due to factors such as pricing, availability etc. [type here]; etc.)



Request for Sealed Proposals  
RFP # 22-1338

**Attachment I: Bid Bond Form**

Proponents must confirm that Bid Bonds have a similar vocabulary as the example provided below.

**Example:**

BE IT KNOWN, BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_, as Surety (collectively with the Principal, the "Obligors"), are held and firmly bound unto ASG, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, its successors and assigns, as Obligee (collectively, the "Obligee"), in the full and just amount \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment in lawful money of the United States, of which sum well and truly to be made, the Obligors bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated \_\_\_\_\_ for the \_\_\_\_\_.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal must, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation must be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.



### **Attachment J: Liquidated Damages**

As specified in Regulation #9230, Uniform Regulation for Purchases and Bids of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico:

The sum to pay for delay in the delivery of the good or nonprofessional service in no way represents a penalty but does represent damages agreed between both parties to compensate the Government of Puerto Rico for additional expenses and other setbacks. The foregoing shall apply to construction projects contracts. The penalty for late delivery of the construction project shall be as described in **Section 7.3.20** of Regulation #9230.



**Attachment K: Minimum Federal Terms and Conditions**

1. **Clean Air Act and the Federal Water Pollution Control Act** – Contracts of amounts in excess of \$150,000.00 must contain provisions that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)
2. **Byrd Anti-Lobbying Amendment** – Contractors that apply or bid for an award of \$100,000.00 or more must file the required certification. (31 U.S.C. § 1352, as amended); (44 C.F.R. Part 18)
3. **Buy American Act of 1933** – To the extent applicable, Contractor shall comply with the Buy American Act in the purchases of goods (articles, materials or supplies) valued over \$10,000.00. (41 U.S.C §8301 et seq.)
4. **Contract Work Hours and Safety Standard Act** – Where applicable, this act requires compliance with 40 U.S.C. § 3701 et seq. to all FEMA grants that involves the employment of mechanics and laborers, which include watchmen and guards.
5. **Davis-Bacon and Related Acts** – To the extent applicable, Contractor shall comply with the prevailing wage requirements applicable to construction, alteration, or repair of public buildings or public works. (29 CFR Parts 1, 3 and 5)
6. **Solid Waste Disposal Act** – To the extent applicable, Contractor will comply with regulations related to waste management and disposition in a manner that maximizes energy and resource recovery. (42 U.S.C. §6002 et seq.)
7. **Age Discrimination Act of 1975** – No person in the United States shall, based on age, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. (42 U.S.C. § 6101 et seq.)
8. **Rehabilitation Act of 1973** – Contractors will not discriminate against any employee or applicant for employment solely because of physical or mental handicap for which the employee or applicant is otherwise well qualified. (29 U.S.C. § 701 et seq.)
9. **Civil Rights Act of 1964** - No person in the United States shall, on the grounds of race, color or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. (42 U.S.C § 1971, et seq.)
10. **Energy Efficiency** – The Contractor agrees to comply with the requirements of 42 U.S.C § 6201 which contain policies relating to energy efficiency.
11. **Compliance with the United States Office of Management and Budget** – Contractor agrees to comply with the regulations, policies, guidelines and requirements related to the use of federal funds under the contract.
12. **Compliance with Laws, Regulations and Executive Orders** – The Contractor acknowledges that FEMA, HUD or other federal financial disaster funds will be used to fund work under the RFP and the resulting contract. The Contractor shall comply with all applicable Federal and Puerto Rico Government laws, regulations, executive orders, policies, procedures, and directives, including but not limited to the Puerto Rico Anticorruption Code, all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter 1.



### Attachment L: Contractor Certification Requirement

The following certification shall be provided to the Federal Oversight Management Board by each contractor under contracts submitted for review:

1. The contractor's subcontractor(s) in connection with the contract<sup>4</sup> is (are) the following:
2. Neither the contractor nor any of its owners<sup>5</sup>, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

(Name of individual or firm, including names of principals or owners of the latter) (Principal terms and conditions of the compensation sharing arrangement)

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract.

The above certifications shall be signed by the Chief Executive Officer (or other officer with equivalent position or authority to issue such certifications) of the contractor.

In the event that a contractor is not able to provide any of the above certifications, such contractor shall provide a written statement setting forth the reasons therefor.

Name of Proponent or Contractor

Contractor Authorized Representative Signature (If Corporation, Signed and Sealed)

Date

<sup>4</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>5</sup> For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.