



**REQUEST FOR SEALED PROPOSAL
NUMBER 23J-09392
ACQUISITION OF PRIME POWER RECIPROCATING ENGINE
GENERATORS FOR THE PUERTO RICO PORTS AUTHORITY**

RFP Publication Date: Friday, February 17, 2023, at 5:00 pm AST

Proposal Submission Date: Friday, March 23, 2023, at 9:00 am AST

Proposal Opening Date: Thursday, March 23, 2023, at 9:30 am AST

Contact: preguntas@asg.pr.gov

Issued by:

The Bid Board of the General Service Administration of the Government of Puerto Rico

TABLE OF CONTENTS

1	INTRODUCTION.....	4
1.1	DEFINITIONS AND ACRONYMS.....	4
1.2	BACKGROUND	5
1.3	THE PUERTO RICO GENERAL SERVICES ADMINISTRATION	6
1.4	RFP TIMELINE.....	6
1.5	REQUEST FOR CLARIFICATIONS (RFC).....	6
1.6	PRE-PROPOSAL MEETING	7
1.7	RUL REGISTRATION	7
1.8	UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT	8
1.9	RFP SUBMISSION: DATE, TIME, AND DELIVERY METHOD	8
1.10	RFP OPENING: DATE AND TIME	9
2	PROPOSAL REQUIREMENTS.....	9
2.1	PROPOSAL FORMAT	9
2.2	PROPOSAL CONTENT	9
2.3	COVER LETTER	10
2.4	COST PROPOSAL	10
2.5	PROPOSAL SUBMISSION REQUIREMENTS.....	10
2.6	PROPOSAL CHECKLIST	11
2.7	PROPONENT SUMMARY INFORMATION AND ADDENDA ACKNOWLEDGEMENT.....	11
2.8	FIRM EXPERIENCE AND FINANCIAL CAPACITY	11
2.8.1	BUSINESS PROFILE	11
2.8.2	COMPARABLE EXPERIENCE	12
2.8.3	BUSINESS FINANCIAL CAPACITY	13
2.9	BRAND, MODEL, AND LITERATURE	13
2.10	CERTIFICATIONS	13
2.11	SIGNATURES	14
2.12	CORRECTIONS, MODIFICATIONS, ALTERATIONS, OR PROPOSAL WITHDRAWAL.....	14
2.13	DOCUMENTS	14
2.14	WARNINGS	14
3	SPECIFICATIONS.....	15
3.1	NOTICE TO PROCEED ORDERS	15
3.2	PERMITS, LICENSES, AND APPLICABLE LAWS AND REGULATIONS.....	15
3.3	TAXES, PATENTS, LIABILITY, AND WORKERS COMPENSATION	16
3.4	INDENMIFICATION	16
3.5	ASSUMPTION OF INELIGIBLE OR UNAUTHOTIZED COSTS	17
4	ELIGIBLE AND INADMISSIBLE OFFERS	17
4.1	PRICE QUOTATION UNIT	17
4.2	INCOMPLETE OFFERS	17
4.3	UNRESPONSIVE OR UNACCEPTABLE PROPOSALS	17
4.4	MANY PROPOSALS BY A SINGLE BIDDER/PROPOSER	17
4.5	GLOBAL REJECTION	18
4.6	CONFIDENTIALITY OF PROPOSALS	18
4.7	REDACTED COPY	18
4.8	OWNERSHIP OF THE PROPOSAL	18
5	EVALUATION, SELECTION, AND AWARD	18
5.1	EVALUATION CRITERIA	19
5.2	PRICING PROPOSAL	20
5.3	QUALIFICATIONS AND CAPABILITY	21
5.4	BEST AND FINAL OFFER EVALUATION	21

5.5	SELECTION	21
5.6	AWARD.....	21
5.7	ADMINISTRATIVE REVIEW	23
6	GENERAL CONDITIONS.....	23
6.1	TRANSPORTATION, HAULING, AND DELIVERY	23
6.2	QUOTED PRICES	23
6.3	DELIVERY TERMS	24
6.4	STORAGE.....	24
6.5	SAMPLES	24
6.6	QUANTITIES TO BE PURCHASED	24
6.7	WAY OF BILLING	24
6.8	PAYMENTS.	25
6.9	PREFERENCE POLICY	25
6.10	BONDS AND WARRANTIES	26
6.11	INSURANCE REQUIREMENTS	26
6.12	LATE DELIVERIES	28
6.13	NON-COMPLIANCE.	28
6.14	INVESTIGATIVE COLLABORATION.....	28
6.15	ANTI-DISCRIMINATION CLAUSE.....	28
6.16	COMMUNICATIONS AND ANNOUNCEMENTS	29
6.17	RFP INVITATION OBJECTION	29
6.18	RFP DOCUMENT OBJECTION.....	29
7	CONTRACT WITH “ADMINISTRACIÓN DE SERVICIOS GENERALES”	29
7.1	FORMALIZATION OF THE CONTRACT.	29
7.2	CONTRACT RENEGOTIATION.....	29
7.3	REFUSAL TO FORMALIZE THE CONTRACT	30
7.4	SCOPE OF THE CONTRACT.....	30
7.5	INSTRUCTIONS FOR THE USE OF THE CONTRACT	30
7.6	FOMB CONTRACT REVIEW	30
7.7	TERMINATION CLAUSES.....	30
	ATTACHMENTS.....	32
	ATTACHMENT A: PROPONENT PROPOSAL CHECKLIST	32
	ATTACHMENT B: PROPONENT SUMMARY AND ADDENDA ACKNOWLEDGMENT	34
	ATTACHMENT C: COMPARABLE FACT SHEET	36
	ATTACHMENT D: COST FORM.....	37
	ATTACHMENT E: GENERAL SITE INFORMATION	39
	ATTACHMENT F: PROPONENT’S GOOD STANDING, LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS, LEGAL ISSUES, OWNERSHIP STRUCTURES, AND CONFLICTS	40
	ATTACHMENT G: LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS ...	42
	ATTACHMENT I: LIQUIDATED DAMAGES	43
	ATTACHMENT J: MINIMUM FEDERAL TERMS AND CONDITIONS.....	44
	ATTACHMENT K: VENDOR CERTIFICATION REQUIREMENT	47
	ATTACHMENT L: BUILD AMERICA, BUY AMERICA ACT	48
	ATTACHMENT M: SOURCED CRITICAL SYSTEM COMPONENTS.....	49

1 INTRODUCTION

1.1 DEFINITIONS AND ACRONYMS

- **ASG** – means the “Administración de Servicios Generales” of Puerto Rico (or the Puerto Rico General Services Administration).
- **Award Notice** – refers to the act of announcing the selected proponent(s) upon evaluating 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 of Puerto Rico’s estimation, provides the greatest overall benefit to the Government of Puerto Rico in response to the requirements.
- **Bid Board** – shall have the meaning set forth in Article 1.6(36) of the Uniform Regulation for Purchases and Proposals of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico or Regulation No. 9230 of ASG.
- **Proposal Package** – refers to this Request for Sealed Proposals with all of its attachments, Addenda, and responses to Request for Clarifications.
- **Bid Review Board** – shall have the meaning set forth in Article 1.6(37) of the Uniform Regulation for Purchases and Proposals of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico or Regulation No. 9230 of ASG.
- **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.
- **Vendor** – means the Selected Proponent which has executed a contract by the Puerto Rico Ports Authority for the purchase and delivery of the Equipment set forth in this RFP.
- **Electronic Signature** – refers to a digital image of a hand-written signature that serves as an official signature in binding legal documents.
- **Engine Generator** – refers to Prime Power Reciprocating Engine Generator.
- **Engineer** – refers to Jacobs PR, PSC.
- **Equipment** - refers to the Equipment, its specifications and related services that are described in a separate document labeled “**Equipment Specifications and Services**” as specified in Section 4 of this RFP.
- **Evaluation Committee** – shall have the meaning set forth in Article 1.6(10) of the Uniform Regulation for Purchases and Proposals of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico or Regulation No. 9230 of ASG.
- **FEMA** – refers to the 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.
- **Instrumentality** – means any entity, agency, or public corporation of the Government.
- **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 as established in **Attachment I**.
- **OSHA**- refers to the Occupational Safety and Health Administration.
- **Owner** – refers to the Puerto Rico Ports Authority (PRPA or Ports Authority or Authority).
- **Proposal** – means a proposal submitted by a Proponent pursuant to this RFQ.
- **PRPA** – refers to the Puerto Rico Ports Authority or “Autoridad de los Puertos 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, its attachments 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 Proposals 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.
- **Supplier** – refers to the entity supplying equipment and/or materials to Vendor.
- **Uniform General Conditions for Public Works Contracts in Puerto Rico** – refers to 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 Proposals of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico or Regulation No. 9230**– refers to ASG Regulation No. 9230, approved November 18, 2020. The provisions of this Regulation shall apply to all procedures of purchases and proposals of goods, works and nonprofessional services carried out by ASG.
- **Selected Proponent** – means the selected Proponent to be awarded a contract as a result of this Request for Sealed Proposals.

1.2 BACKGROUND

The Government of Puerto Rico (“Government”) is responsible for administering public resources and providing all necessary public services to the Puerto Rican general public, consisting of approximately 3.3 million people. The Government’s current Fiscal Plan calls for “Financial Control Reforms” to improve budget to cash and overall financial reporting and controls, and procurement reform has been identified as one of the key enablers to achieve this goal. To this end, the Government is implementing modern practices to improve the efficiency and effectiveness of procurement operations, including strategic sourcing of categories of goods and services identified as essential to achieve government-wide savings and significantly reduce the cost of purchased goods and services. The Bid Board is issuing this Request for Sealed Proposals (“RFP”) to invite

interested suppliers to submit proposals for the acquisition of prime power reciprocating engine generators for the Puerto Rico Ports Authority (herein “PRPA”)

1.3 THE PUERTO RICO GENERAL SERVICES ADMINISTRATION

The Puerto Rico General Services Administration (ASG, for its Spanish acronym), 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 proposals of goods, works, and nonprofessional services of the Government. 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 the centralization of purchases and acquisition processes to generate greater savings for the benefit of Puerto Rico. ASG adopts Regulation No. 9230, known as the *"Uniform Regulation for Purchases and Proposals 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 proposals of goods, works and nonprofessional services carried out by ASG.

1.4 RFP TIMELINE

The timeline for this RFP is presented below in **Table 1.4.1**. All items must be received by the stated deadline.

Table 1.4.1 RFP General Timeline.

Target Date	Event
February 17, 2023	Publication of RFP at 5:00 pm
March 3, 2023	Last Day to Submit Questions (RFCs) – 4:00 pm AST: preguntas@asg.pr.gov March 14, 2023 Issuance of Answers to question
March 23, 2023	Proposal Submission Deadline – 9:00 am AST Proposal must be submitted in the following two ways: <ul style="list-style-type: none"> • In a hard copy delivered to address: Office of the Secretary of the Bid at Centro Gubernamental de Minillas, Torre Norte, Piso 12, San Juan, Puerto Rico; and • By Email: ofertas@asg.pr.gov
March 23, 2023	RFP Opening Act – 9:30 am AST

*A Best and Final Offer may be requested at the discretion of the Bid Board (consult Section 5.7).

Please also note that the RFP timeline includes target dates that are subject to change. It is the responsibility of Proposers to periodically review their emails and the ASG website (<https://asg.pr.gov/subastas>) for all information and updates related to this RFP.

1.5 REQUEST FOR CLARIFICATIONS (RFC)

Requests for clarification and questions regarding this RFP should be emailed to preguntas@asg.pr.gov on or before **Friday, March 3, 2023**. Said email must contain in the

SUBJECT the following information: RFP number and name of the Bidder/Proposer and company it represents.

ASG will compile all questions and will issue its responses on the website (<https://asg.pr.gov/subastas>). In addition, the ASG will notify such clarifications or responses individually to each Proposer. It will be the responsibility of the Proposers to download from the website the document that contains all the answers to the request for clarification.

From the publication of this RFP until it is awarded, Proposers may not have any communication with the members of the Bid Board or with the officials of the Auxiliary Procurement Administration and the ASG Purchasing Office. Questions related to the RFP can only be sent through the email provided above. Questions sent to other emails will not be answered.

Bidders and Proponents may not contact the Bid Board or ASG by any other means. This includes personal visits, phone calls, texts, emails, or any other mode of communication.

1.6 PRE-PROPOSAL MEETING

The virtual pre-proposal meeting will be held on the day and time established in Table 1.4.1. Any Proponent or interested person will be able to access the pre-proposal meeting link through the ASG's website at the following link: <https://asg.pr.gov/subastas> in the folder titled 23J-09392.

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 must access the meeting before the conference starts**. All interested Proponents will 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 proponent who submits a proposal but does not attend the pre-proposal meeting **will be disqualified**.

1.7 RUL REGISTRATION

Interested Proposers must follow the following steps for submitting a complete RFP:

RUL: All Proponents must be registered in the RUL. Proposers can access the RUL via the following link: <https://rul.asg.pr.gov/>. 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 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 Bidder/Proposer, through a phone call and email, so that within the term provided they update their records in the RUL. The Bidder/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 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 bidder 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 Bidder complies with the requirement of information or the presentation of the solicited documents. **The 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.**

1.8 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

Prior to executing the awarded contract, a Selected Proponent is 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>.

1.9 RFP SUBMISSION: DATE, TIME, AND DELIVERY METHOD

Proposals must be submitted, on or before **9:00 am AST of Thursday, March 23, 2023, in the following two ways:**

1. before the Office of the Secretary of the Bid Board at the Minillas Government Center, North Tower, 12th Floor, San Juan, Puerto Rico; **and**
2. electronically to the following address: ofertas@asg.pr.gov

Proposals that arrive after the established date and time will not be accepted. Sealed envelope must be submitted physically to the Secretary Office of the Bid Board at the address described above. **The envelope must be identified with the name, address and telephone number of the bidder and the company it represents, as well as the RFP number.** Upon receipt of the envelope, the Secretary will proceed to seal all pages and documents with the exact date and time it was received, which will constitute the official delivery date of the offer. **The document physically delivered will be considered the official offer.**

Any offer received without identifying as established herein will be processed as regular correspondence. Under this circumstance, the Bid Board will not be responsible if the sender loses his opportunity to present the offer on time, nor will it be able to require that his offer be made known or impute that the offer has been disclosed or opened before time. Proposers may be disqualified for not attaching all documents to his offer.

Email submissions must include the offers as an attachment and be labeled as **“Subject: Offer, RFP 23J-09392 and Proposer name.”** **It must be a faithful and exact copy of the documents physically delivered or the Bidder/Proposer will be disqualified.** As an exception, attachments may be physically accepted that, due to the size of their content, exceed the space

available to be sent by email. If the proposal is sent multiple times, the Bid Board will only accept the last submitted version before the deadline.

Failure to submit via both methods (in-person in a sealed envelope and by email) shall result in the Bidder's/Proposer/s disqualification.

1.10 RFP OPENING: DATE AND TIME

The Opening of Proposals will take place on **9:30 am AST of Thursday, March 23, 2023**. Every person interested in participating in the Opening of Proposals, held virtually, will be able to assist through the ASG online page, specifically under the "Procurement Reform" area (<https://asg.pr.gov/subastas>) Once there, the Proposer should navigate to the corresponding folder for the reference RFP that provides the option of connecting to the "virtual Opening of Proposals." The Opening of Proposals' purpose is to allow the people interested to verify if the proposals were received and the names of all Proposers. The Opening of Proposals shall be directed by one of the members of the Bid Board or its authorized representative, who will be present in said act and will be charged with the proceedings during the event. Every person who attends the opening act must comply with the standards of conduct established by the Bid Board.

2 PROPOSAL REQUIREMENTS

2.1 PROPOSAL FORMAT

Proposals shall be prepared in the following format:

- Font "*Times New Roman*" size twelve (12)
- Single space
- Paper 8½ x 11 paper with a minimum of one (1) inch margin
- Pages numbered consecutively
- Documents in "PDF"

2.2 PROPOSAL CONTENT

Proposals should include the following documents:

- a. Cover Letter
- b. Pricing Worksheet
- c. Literature for each product offered, with the corresponding row and item number, and manufacturer's letter, as applicable.
- d. Certifications
- e. Bid Bond
- f. Valid resolution issued by the Puerto Rican Industry Investment Board, Puerto Rico Trade and Export Company, or any other governing body for the use of the percent of preference policies, if applicable.
- g. The RFP must contain the physical and postal address of the company's main office in Puerto Rico, as well as the name and address of the corporation's resident agent, when applicable.
- h. Any other document required in this RFP or specifications attached.
- i. Amendments to the RFP, if applicable.

2.3 COVER LETTER

Bidders must submit a one (1) page cover letter that includes the following:

- Full Name of the Bidder's Organization
- Name of Contact Person
- Contact Information (phone, e-mail, and postal address) for technical and cost questions
- RFP Number
- Signature of authorized person as registered in RUL

Please include the following language in the Cover Letter:

"I hereby acknowledge that I have received and read the responses to the Proposer questions summarized in the Acknowledgement to Request for Clarification Response Document."

2.4 COST PROPOSAL

The Proponent must provide prices for all the Equipment and related services required for this RFP, using the attached **Cost Form (Attachment D)** 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 any and all costs, including but not limited to labor, equipment, materials, incidental work, delivery, transportation, overhead, profit, insurance, bonds, taxes, which may include but are not limited to sales and use taxes, income taxes, excise real or chattel property taxes, including any special taxes levied, municipal license taxes, tax withholdings for payment of salaries and professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, for payment of interests, dividends and other earnings share to residents, unemployment insurance premiums, worker's compensation payments, social security for chauffeurs and ASUME, mobilization, demobilization, sub vendor work, personnel lodging and meals, materials laboratory testing, etc. to provide the Equipment in accordance with this RFP.

The Attachment D shall be duly sign by the authorized person in the RUL. Any proposal submitted without the signature RUL **will be disqualified**.

2.5 PROPOSAL SUBMISSION REQUIREMENTS

Proponents must comply with the mandatory requirements identified in this RFP for their Proposals to be evaluated. The Bid Board will evaluate proposals using a best value selection as described in this RFP, and the price shall not have the greatest weight in the award process.

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.

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.

2.6 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. Electronic signatures that comply with this requirement are accepted.

2.7 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's 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, if applicable (see Section 3.7)
- 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, even 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. In the event Proponent is not registered in RUL then it must be signed by the person that will submit all the documents and be designated as the point of contact in RUL.

2.8 FIRM EXPERIENCE AND FINANCIAL CAPACITY

2.8.1 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
- Registered Organizational Documents (Good Standing)

- Any licenses and credentials, as applicable.

Proponent shall provide an overview of business, number of years in service, and firm. Proponent shall describe the history and experience of the firm as it relates to the proposed Equipment, specifically focusing on works Proponent believes demonstrates their relevant qualifications and experience. Any proposed contracting of a sub vendor or manufacture 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. Additionally, Proponents must complete **Attachment M** identifying the source of critical components.

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 Proposal 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 Proposal submission. If a contract is awarded to a foreign entity Proponent, said Proponent shall request authorization to do business in Puerto Rico before the execution of the Contract and shall comply with all Federal, State and Municipal applicable laws.

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

2.8.2 COMPARABLE EXPERIENCE

Only Proponents with demonstrated experience in the manufacturing, testing, and servicing of **PRIME POWER RECIPROCATING ENGINE GENERATORS** will be considered. If the Proponent is a packager or independent representative, a letter shall be provided from the engine generator original equipment manufacturer authorizing the Proponent to sell and service the proposed engine generator package. Services to be provided with the base proposal shall be limited to that which is necessary to fulfill the warranty and installation requirements for the Equipment as set forth in this RFP. Proponent recommended maintenance service agreement shall be priced separately according to the Proposal Form in **Attachment D**.

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

2.8.3 BUSINESS FINANCIAL CAPACITY

The Proponent must present prior year audited financial statements that confirm the firm's adequate financial resources to cover the proposal cost specified in Attachment D, and financial capacity to pay employees and sub vendors (if applicable) throughout contract regardless of timing of payments.

2.9 BRAND, MODEL, AND LITERATURE

In proposals where applicable, the Bidder/Proposer shall have to indicate the brand and model of the product, as well as include technical literature from the manufacturer, which will allow the verification of compliance with the required specifications by the product quoted. Mentioned literature or specifications sheets, will clearly indicate the bid item to which it refers. Literature and documentation that does not help validate compliance will not be accepted.

2.10 CERTIFICATIONS.

All Proposers must include in the proposal the forms provided, all the certifications required in this RFP and in the attached specifications. It is noted that every bidder will have to comply, without being limited to, with the following:

- A. CODE OF ETHICS FOR CONTRACTORS (as defined by the Anti-Corruption Code for the New Puerto Rico): Every Proposers must comply with the provisions of Law 2-2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which requires all Government Entities to operate under the standards of integrity, efficiency, probity, and transparency. This Code of Ethics emphasizes the public policy of the Government of Puerto Rico in the proper and efficient use of public resources and the eradication of government corruption. The Code requires that all contractors, suppliers of goods and services, and applicants for incentives refrain from carrying out or participating in conduct that, directly or indirectly, implies that public servants violate the provisions of the Government Ethics Law. Acceptance of the standards established in this Code of Ethics is an essential and indispensable condition for Proposers or their representatives to be able to carry out transactions or establish agreement with the executive agencies. Every person is obliged to denounce acts violating the aforementioned Code that constitute acts of corruption, or are configured in crimes constituting fraud, bribery, embezzlement, or illegal appropriation of funds, and of which they have their own and personal knowledge, that concern a contract, business or transaction between the Government and a contractor, supplier of goods or services. The complainants will be protected under Law 2, *supra*.

- B. CANONS OF ETHICS OF YOUR PROFESSION: Every person must observe the maxims and principles of excellence and honesty that cover their profession, in addition to the ethical standards or canons of the association or college to which they belong and that regulate their trade or profession, both in relation to their competitors and with the Government of Puerto Rico. In the case persons not belonging to an association or college, or in the case the associations and colleges do not possess a Code of Ethics, for its members, the persons must observe the general principals of ethical conduct that are considered reasonable in their profession or job.

2.11 SIGNATURES

The proposal must be signed with indelible ink or blue ink pen in the space provided by the person registered in the RUL or its authorized representative. The Bidder's/Proposer's electronic signature is authorized in the proposal presented. Lack of compliance with these requisites will constitute the **rejection** of the proposal. Bidders that are not registered in the RUL must submit forms **ASG 673** and/or **ASG 674** whichever applies.

2.12 CORRECTIONS, MODIFICATIONS, ALTERATIONS, OR PROPOSAL WITHDRAWAL

Proposals are open to correction, modification, or withdrawal only by following the dispositions in Article 7.4 of the Uniform Regulation No. 9230, *supra*.

Every proposal must be presented in legible, clear, complete, and precise form. Multiple proposals, varied or ambiguous, will not be considered. Any blot, deletion, annotation, or any other correction in the RFP must be endorsed by the **person who signs the proposal with his initials**. Otherwise, the proposal will be invalidated for the corresponding item or items. The use of eraser ink for corrections will be considered a blot and **will have to include the initials of the person who signs the offer** to be considered. The use of correction paper to write on the proposal is unacceptable.

2.13 DOCUMENTS

All documents included as part of the RFP and those issued later, will form part of and must be included in the submittal of the proposals.

2.14 WARNINGS

- a. Providing any type of false, plagiarized, or fraudulent information or documentation as part of the information presented for this proposal will be sufficient cause to disqualify or reject any Bidder's/Proposer's proposal, as well as to cancel or terminate any purchase order or contract granted.
- b. ASG or the Bid Board can order the partial or complete cancellation of the RFP when it serves the best interests of the Government of Puerto Rico, regardless of the phase in which it is, as long as it is prior to the formalization of the contract, or a purchase order has been issued. Cancellations shall be notified by e-mail to all Proposers that have obtained an RFP packet, and an announcement will be posted in the RUS and ASG webpage.
- c. ASG may amend the RFP up to two (2) business day prior to the opening of proposal when the amendment entails additional changes or requests that must be included in the proposal, or one (1) business day before the opening of the bid when the amendment does not affect the presentation of proposal, if it serves the best interests of the Government of Puerto Rico.
- d. The award notice of this proposal shall not constitute the formal agreement between the parties. It shall be necessary to execute the corresponding contract or for the Administration to issue a purchase order signed by the authorized person.

- e. ASG or the Bid Board will not accept a bond for an amount less than that here established or issue to an Entity that is not ‘Administración de Servicios Generales’ or the ‘Secretario de Hacienda’. Incompliance of these requisites will result in the rejection of the offer.
- f. ASG and the Bid Board grant faithful compliance with the public policy of preferential purchases provided by law.
- g. Any person who, in relationship with the agencies and other instrumentalities of the Government of Puerto Rico, participates in bids in RFPs, presents a proposal or is interested in perfecting contracts with them, will have the obligation to disclose all the necessary information so that the agencies can evaluate in detail the transactions and make correct and informed decisions. Any undisclosed relationship (conflict of interest) is grounds for immediate disqualification. Conflict of interest may be real, apparent or potential.
- h. ASG and the Bid Board reserve the right to do any of the modifications in the Instructions, Terms, Conditions, and Specifications of the RFP prior to the celebration of the Opening of Proposals. Any modification will be notified to the Proposers.
- i. ASG and the Bid Board reserve the right to engage in individual negotiations with Proposers, whose proposal are within the selection criteria defined in Section 7.4.18 of the Uniform Regulations No.9230, as amended, regarding the terms, conditions, quality, solution, prices, or combination of factors, to obtain the most advantageous price for the Government of Puerto Rico.
- j. The Government reserves the right to waive any minor format non-compliance and/or informalities of the submitted proposals if doing so is in the best interest of the government.

3 SPECIFICATIONS

The equipment and auxiliary services requested in this RFP are described in a separate document labeled “**Equipment Specifications and Services**”, which is available on the ASG website in the folder titled **23J-09392**. The before mentioned “**Equipment Specifications and Services**” are hereby incorporated and made part of this RFP.

3.1 NOTICE TO PROCEED ORDERS

PRPA or its representative must issue official written Notice to Proceed (NTP) orders to purchase the Equipment and conduct the related services referenced in this contract. The NTP orders shall stipulate the Equipment specifications and the provision of services. Vendors are not authorized to deliver the Equipment and conduct the performance of any service outside written NTP orders provided by **PRPA** or its representative.

3.2 PERMITS, LICENSES, AND APPLICABLE LAWS AND REGULATIONS

Any and all permits required will be the Vendor’s responsibility. Vendor 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 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, Proponent acknowledges and represents it is or will be able to comply with the federal terms and conditions that may apply, as described in **Attachment J**, Minimum Federal Terms and Conditions.

For any contract resulting from this RFP, compliance with 2 CFR Chapter 2, Part 200 et. al will be required. Links to the Regulation are listed below:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As a Federally funded activity, **23J-09392** activities must comply with all applicable federal laws, policies, and standards; noncompliance with this requirement may jeopardize the receipt of federal funds.

This RFP may be subject to the provisions set forth in the recently enacted Build America, Buy American Act (BABAA)¹. Inability to comply with BABAA at the Proposal Submission Deadline shall not prevent Proponents from submitting their proposals. To verify compliance with the BABAA or for Owner, at its sole discretion, to validate Proponents ability to compete in this RFP with the pertinent federal government agencies, all Proponents shall complete the form included in this RFP as **Attachment L**.

Vendors 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 I** (Liquidated Damages), as identified in Regulation No. 9230.

Vendors 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 **PRPA** for reimbursement. Unless adjudicated by a court of law, **PRPA** will be solely responsible for determining corrective actions and certifying that such actions are sufficient and appropriate. A certification from **PRPA** 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 Vendor 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.

3.3 TAXES, PATENTS, LIABILITY, AND WORKERS COMPENSATION

Any and all federal, state, and/or municipal, payroll, and other taxes, patents, liability, and worker's compensation are the sole responsibility of the Vendor. The Vendors must comply and must make their sub vendors comply with all federal, state, and municipal requirements, as applicable. The Vendor understands that an employer/employee relationship does not exist under the awarded contract.

3.4 INDENMIFICATION

Upon contract award, Vendor agrees to protect, defend, indemnify and hold **PRPA**, 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

¹ <https://www.fema.gov/grants/policy-guidance/buy-america>

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 the agreement resulting from this RFP and/or the performance hereof that are due, in whole or in part, to the negligence of the Vendor, its officers, employees, sub vendors 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.

3.5 ASSUMPTION OF INELIGIBLE OR UNAUTHOTIZED COSTS

The Vendor must be solely responsible for any and all costs incurred under this engagement that are the result of Vendor negligence, lack of adherence to the approved Equipment and services, 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 **PRPA**.

4 ELIGIBLE AND INADMISSIBLE OFFERS

4.1 PRICE QUOTATION UNIT

The offer must be done in dollars and cents. Offers expressed in terms of percent or undetermined prices will not be considered. In addition, and as supplementary information, Proposers are encouraged to present pricing tiers in the event of lower or higher unit consumptions. Proposal that does not include pricing tiers will be judge as an intend to bid a single price per item independent of quantities supplied.

4.2 INCOMPLETE OFFERS

If a Bidder/Proposer submits unit prices in some items and omits others, it shall be understood that the Bidder/Proposer is interested in bidding only in those items for which an offer was made.

If a bidder does not which to bid on an item, the Bidder/Proposer must annotate "N/A" (not applicable) or "N/B" (no bid).

4.3 UNRESPONSIVE OR UNACCEPTABLE PROPOSALS

The specifications set minimum requirements. However, when submitting the proposal, Proposers may present items that surpass the requested specifications, which might be selected if they offer the greatest value to the Government of Puerto Rico.

Ambiguous, in terms of its meaning, incomplete, and/or indefinite proposals will not be considered. Also, proposals that alter, infringe, vary, or condition the Terms, Conditions and Specifications established by the ASG will be rejected.

4.4 MANY PROPOSALS BY A SINGLE BIDDER/PROPOSER

If a Proposer presents multiple offers for an RFP, either in his own name or under pseudonyms, of any of its subsidiaries or branches, of one or more of its partners, agents or officers, every proposal submitted by the Bidder/Proposer will be **rejected**.

4.5 GLOBAL REJECTION

The Bid Board may reject all the offers or proposals received if these: (1) do not comply with the Instructions, Terms, Conditions, and Specifications; (2) the prices were unreasonable; or (3) there exists a collusion amongst the participating bidders.

4.6 CONFIDENTIALITY OF PROPOSALS

The ASG and the Bid Board will not disclose information indicated by the Bidder/Proposer in his proposal as confidential, proprietary, or privileged, or that is related to trade secrets, prices and proprietary or privileged information. All information considered by the Bidder/Proposer as confidential, proprietary, and privileged must be indicated as such in the proposal.

The Bid Board may reject proposals whose content is substantially marked as confidential, proprietary, or privileged. Providing any information marked confidential or proprietary will not prevent ASG or the Bid Board from disclosing such information if required by law. The contract ultimately awarded, and all prices set forth therein will not be considered confidential or proprietary, and such information may be made available to the public.

4.7 REDACTED COPY

All Proposers must submit a redacted copy of their proposal that excludes all confidential information that is not public. ASG reserves the right to release edited copies of proposals at the end of the RFP process. If a Bidder/Proposer does not submit a redacted copy, ASG will assume that the original copy of the proposal can be made public.

Therefore, the original copy of the proposal must identify all confidential information and the redacted copy of the proposal must exclude all confidential information that must not be public as described in section 4.6 of this document. Any information that is not identified as confidential in the uncensored proposal will be considered non-confidential.

4.8 OWNERSHIP OF THE PROPOSAL

All material submitted in response to this RFP will become the property of ASG and the Bid Board. The selection or rejection of a proposal will not affect this provision.

5 EVALUATION, SELECTION, AND AWARD

ASG and the Bid Board will review all qualified responses to this RFP and the 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 nor the Bid Board 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.

The Bid Board and ASG reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. The decision of the Bid Board and 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.

5.1 EVALUATION CRITERIA

The Evaluation Committee, ASG and/or the Bid Board will score proposals based on criteria listed below in **Table 6.1.1**. Evaluation factors will include, but are not limited to, the following:

Table 6.1.1 Evaluation Score Breakdown

Criteria	Score
Cost Proposal	15
Firm Experience and Financial Capacity	15
Proposed Approach and Technical Capacity	60
Project Schedule and Milestones	10
Cost Proposal	15
TOTAL	100
Proposed Inclusion of Small, Minority, and Women-Owned Business (Preference Points)	5
GRAND TOTAL:	105

Project Schedule and Milestones: Proposed timeline to deliver the Equipment and complete the related services detailed in Section 4 of this RFP. The shorter the proposed timeline the higher/ points that will be obtained by the Proponent in this category.

Firm Experience: Points will be awarded based on the experience and qualifications of the Proponents, its sub-vendors and manufactures.

Financial Capacity: Points will be awarded based the Proponent’s availability of financial resources to cover the proposal cost, and financial capacity its pay employees, sub vendors and manufacture (if applicable) throughout contract regardless of timing of payments.

Proposed Approach and Technical Capacity Points will be awarded taking into consideration the following:

- Proposal Term: Term for which the proposal shall be valid under the same terms and

conditions as submitted, which shall not be less than thirty (30) consecutive calendar days, and any potential cost increases after the proposed Proposal Term expires. Proposals with the longest Proposal Term will obtain higher points in this category.

- Efficiency: 3-point reduction for every 1% efficiency reduction below the highest (efficiency) acceptable proponent proposal. The most efficient engine gets full point value.
- Emissions: Emissions must meet the criteria specified. Points will be deducted for engines that produce higher emission levels and the reductions will be made based on the relative emissions reductions from the specified NOx rates. The engine with the best emission control performance will receive full point value.
- Load Acceptance and Load Rejections: Points will be based on the range of highest and lowest proposed MW/second from all proponent proposals.
- Footprint: Points assigned based on area required for Equipment at all levels.
- Maintenance Agreement Terms: Points will be based on a range of \$/MWh comparison of all proposals and must include all specified maintenance through the first major overhaul.
- Maintenance/Outage Duration: Points will be assigned based on the range of the duration required for the major overhaul outage. Higher points for a shorter duration.

Cost Proposal: Points will be awarded based on all the Proponent's terms and conditions in relation to the scope of the supply included in all the proposals that will be offered by all the Proponents to the Owner to evaluate the total cost of each proposal fairly and equitably. Points will be assigned based on a normalized (equivalent scope of supply) range for all proponent proposals established on the completed Cost Form included in **Attachment D** that shall be related to the Proponent's proposed approach to successfully deliver and install the Equipment, the related services detailed in this RFP and any potential cost increases after Proposal Term expires.

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.

At any point during the evaluation period, ASG reserves the right to contact Proposers for explanations about their Proposals. The purpose of these explanations is not to obtain additional information not originally submitted in the proposal, but rather to obtain a better understanding of the content provided.

5.2 PRICING PROPOSAL

The RFP packet shall include a Pricing Worksheet to be completed by Proposers. The Worksheet includes the technical specifications of each item requested, and an estimated unit consumption per item. Once completed, Proposers must export as a PDF document and include in the RFP documents for both physical and electronic submissions. The Pricing Worksheet template can be found under RFP 23J-09392 at <https://asg.pr.gov/subastas> .

Prices will be evaluated for reasonableness and fairness. However, it is possible that an award may not go to the Qualified Bidder/Proposer with the lowest price if, in the judgment of the

Government, a higher priced Bidder/Proposer offers the best overall value to the Government when also considering the technical requirements.

The pricing proposal must include the details of the offered price, such as per-unit price for each item, costs of transportation and delivery, among others. A total of fifteen points (15) will be awarded to the pricing proposal.

5.3 QUALIFICATIONS AND CAPABILITY

To determine which offer is the most convenient and beneficial, the price will not only be considered as the principal factor, but also the compliance with Terms, Conditions, Specifications, and Warranty required for the RFP. The Bidder's/Proposer's past performance and technical approaches will be considered by the Bid Board at the moment of awarding the "*buena pro*". The technical approach will be evaluated for the purposes of determining the Bidder's/Proposer's capability to satisfactorily comply with the requirements. It is possible to not grant an awarding to the Proposer that has presented a lower price if, in the judgement of the Bid Board or the ASG, the Bidder/Proposer proposes a higher price, but his proposal represents a value higher when also considering the technical requisites, delivery terms, past performance, warranty, among others.

The Bid Board will examine and evaluate all the offers presented before awarding the RFP. In any moment, during the evaluation period, the Board or the ASG may communicate with Proposers regarding the proposals, with the purpose of obtaining a better understanding of the content provided. These communications shall not include the disclosure of additional information that was not present originally in the proposal.

5.4 BEST AND FINAL OFFER EVALUATION

Upon analysis of all first-round submissions, the Bid Board may request a Best and Final Offer from all Qualified Proposers to allow them the opportunity to submit their last and most attractive pricing. Regulation 9230, *supra*, indicates the process and protocols of a Best and Final Offer Evaluation. The timeline for Best and Final Offer submission will be posted on ASG's webpage and communicated directly to all Qualified Proposers.

5.5 SELECTION

The pricing received in the Best and Final Offer will be re-evaluated to find an optimal scenario that meets the objectives of the RFP. The Bid Board will examine all proposals submitted before making an award.

The Bid Board shall award the responsive Bidder(s) or Proposer(s) whose follows the General Instructions, Terms, Conditions, and Specifications, and represents the best value to the Government of Puerto Rico.

5.6 AWARD

The award will be made to the proposal that represents the best value to the Government and is also in the best interest of the Government. 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 delivering the Equipment and performing the services described in this RFP.

The Bid Board may, at its discretion, require one or more Proponents to appear before the Evaluation Committee and the Bid Board for an interview or to make a presentation to clarify the contents of their proposal. During such interview, the Proponent may be required to present its proposal orally and otherwise, 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 Proposal Package will be given fair and equal treatment regarding 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 Proposal 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 **PRPA** 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 **PRPA**.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. However, Proponents may submit one alternate proposal as part of their proposal, which varies in the proposed equipment and complies with the requirements described in this RFP. 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 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 and judicial review. The Bid Board must file the final determination of the award and a record of the Award Notice. The Award Notice shall not constitute the formal agreement between the parties. It shall be necessary to execute the corresponding contract for ASG or PRPA, as the case may be, to issue a purchase order signed by an authorized person.

It is the intent of **PRPA** 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.

5.7 ADMINISTRATIVE REVIEW

The party adversely affected by a decision of the Bid Board may, within a term of twenty (20) days from the deposit in the federal mail or email notifying the auction award, submit a request for review before the Management Review Board. General Services. Once the administrative review has been submitted, the corresponding Bid Board will submit a certified copy of the case file to the 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 adversely affected Administration and Bid Board; they shall simultaneously also provide notice to the provider 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 bidders that participated in the bidding process. In the case of Request for Proposals, they must notify the Auxiliary Administration of Acquisitions.

6 GENERAL CONDITIONS

6.1 TRANSPORTATION, HAULING, AND DELIVERY

The prices quoted must include the transportation and hauling expenses inquired up to the final delivery of the articles, equipment, or services in the place designated for the petitioner agency free of charge by the Government. Such cost should be clearly shown as separate from the unit cost of each item. Delivery cost must account for the entire Island, as well as Vieques and Culebra.

6.2 QUOTED PRICES

Every person must quote be based on fair prices for goods and services. Quality will be considered in the agreements for the supply of goods. The prices offered by the Bidder/Proposer will maintain fixed during the validity of the contracted awarded. These will not be subject to

changes due to market increases or any other nature, foreseeable or not. The quoted price shall include discounts offered due to prompt payment and volume requested.

6.3 DELIVERY TERMS

Deliveries shall be made within the term that the Bidder/Proposer has quoted, starting from the receipt of the purchase order. In addition, Governmental Entities may establish a delivery term in accordance with their needs.

6.4 STORAGE

In cases where it applies, Proposers must be responsible for all expenses related to the storage of products. The Government shall not be responsible for any taxes or fees associated with storage prior to delivery. The ASG reserves the right to perform preapproved and scheduled audits of storage and inventory at least once a year.

6.5 SAMPLES

In the case that the Bid Board requires equipment or quoted articles samples, the bidder shall have three (3) business day, starting upon the receipt of the application, to physically deliver said samples in original packaging. Non-compliant bidders will be **disqualified** from the RFP. Samples submitted for evaluation will be free of charge, and representative of the product offered and will be identified by row, item, type, quality, style, and size. Finalized the sample evaluation, the Bidder/Proposer will collect them, within ten (10) days after the verbal or written notification by the Bid Board. The ASG is not responsible of breaks or damages that may occur to the samples supplied while they are under evaluation or inspection.

6.6 QUANTITIES TO BE PURCHASED

The issued purchase order will indicate the specified quantities. Selected Proposer(s) shall honor the price proposed, including those listed in the price tiers if applicable.

6.7 WAY OF BILLING

All invoices for the collection of goods and services presented to the agencies, must contain the following certification:

Under penalty of absolute nullity, I certify that no public server (from the Government of Puerto Rico or indicate the name of the agency that issues the purchase order) is part or has any interest in the earnings or benefits as a result of the contract, has mediated a prior dispensation. The sole consideration in providing the goods or benefits of the contract has been the agreed with the agency's (that issues the purchase order) authorized representative. The amount of this invoice is just and correct, the works received, the products delivered, and the services have been provided and no payment has been received for them.

6.8 PAYMENTS.

It is the responsibility of the Selected Proposer(s) to follow the instructions detailed in Circular Letter 1300-07-17, which describes direct deposit enrollment procedure. Once enrolled, payment will be processed in accordance with the provisions of the Circular Letter 1300-02-10 of the Department of Finance, which states that “the responsibility of the agencies to demand the provider the delivery of the invoices in or before ten (10) days after the finalization, period, or date of delivery of the good or service.”

6.9 PREFERENCE POLICY.

In any procurement, the ASG will comply thoroughly with the following preference policies, enshrined in the following legal provisions:

- a. Act 14-2004, as amended, known as the “Act for the Investment in the Puerto Rican Industry”;
- b. Act 129-2005, as amended, known as “Law of Reserves in Purchases of the Government of the Commonwealth of Puerto Rico”;
- c. Act 253-2006, known as the “Law of Multiple Selection Contracts in the Procurement Process”;

The ASG will thoroughly comply with the determined measure that secures the compliance with the public policy cited above and all other public policy disposition that stimulates and encourages the companies of local capital to increase business opportunities, with the purpose of creating more and better employment for the citizens.

- a. USE OF PERCENT OF PREFERENCE: The Bidder/Proposer interested in the recognition of the percent (%) of assigned preference, will present a valid resolution awarded by the Investment in the Puerto Rican Industry Board, by the Trade and Export Company of Puerto Rico or any other governing body, together with his offer in order to validate his preference.
- b. TRANSFER OF THE PERCENTAGE OF PREFERENCE: The company that obtains the percent of preference by concept of **manufacturing** for any of the products, can transfer its agents established in Puerto Rico through a notarized letter expressly indicating that it is transferring to each agency the percent granted for said product by the Investment in the Puerto Rican Industry Board or any other governing body. Mentioned letter must be approved and sealed with the Government Entity’s official seal that issues it.
- c. APPLICATION OF THE PERCENT OF PREFERENCE: In the case that after the percent of preference has been applied the articles result in equal conditions, the award will be made in the following order: (1) products from Puerto Rico; (2) products from the United States; and (3) foreign products.
- d. UPDATED ISSUED RESOLUTION: In any purchase made under a contract or purchase order as a product of this RFP, the bidder must obtain a percent (%) preferential to his products, and must present at the time of the purchase, the valid resolution issued by the Investment in the Puerto Rican Industry Board, by the Trade and Export Company of Puerto Rico, or any other governing body. If the bidder does not present the current resolution, he will not be able to enjoy the benefits of said laws.

Proponent 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, EPA or DOT will be formally acknowledged as Minority or Women Owned Business Enterprises for the purpose of assigning preference points in the evaluation of proposals.**

Nothing herein shall require **PRPA** 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 Vendor.

6.10 BONDS AND WARRANTIES

- a. **BID BOND:** The bid bond shall be a provisional support provided by Proposers for the purpose of assuring the Government of Puerto Rico that he will sustain his bid throughout the RFP procedure. **The bond must be original.** If presented through an insurance company, the bond will be in favor of 'Administración de Servicios Generales', and if presented by certified check or money order, the bond will be in favor of the 'Secretario de Hacienda'. **This RFP requires a bid bond of five percent (5%) of the proposal price.** Any offer presented without the bid bond here arranged will be rejected.
- b. **PERFORMANCE BOND:** Selected Proposer(s) must post a performance bond to the Bid Board, no later than ten (10) business days following the notification of the award. Such bond shall secure the performance of the contract or purchase order, as applicable. The amount of the bond shall be one hundred percent (100%) of the Equipment Price to secure fulfillment of all the vendor's requirements under such contract. The Bid Board shall reimburse the bond when the term of the contract expires or when the corresponding purchase order is complied. The bond will guarantee that the supplier complies with the obligation in accordance with the terms and conditions of his proposal. In the case of non-compliance and the need to go to the next supplier, the price difference will be covered by this bond. The bond must be original. If presented through an insurance company, the bond shall be in favor of 'Administración de Servicios Generales'; and if presented by certified check or money order, the bond will be in favor of the 'Secretario de Hacienda'.
- c. Vendor must furnish a **Payment Bond** in the amount of one hundred percent (100%) of the Equipment 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.
- d.
- e. **WARRANTY:** Proposers must specify period(s) of Warranty per item, as applicable, as part of their proposal.

6.11 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 **PRPA** 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 and a with a Hold Harmless:

PRPA, COMMONWEALTH OF PUERTO RICO, OFFICE OF THE GOVERNOR, ITS OFFICERS, AGENTS AND EMPLOYEES, AND AEROSTAR AIRPORT HOLDINGS, LLC.

- B. Minimum insurance amount of \$5,000,000 for Commercial General Liability, including Products-Completed Operations Aggregate. An umbrella may be utilized to reach the aforementioned limit.
- C. Minimum insurance amount of \$1,000,000 is required for each of the following types of insurance policies required:
- Automobile Liability
 - Worker's Compensation and Employer's Liability
- D. Before commencement of any work or event, Proponent must provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- E. Proponent must have no right of recovery or subrogation against **PRPA or Aerostar** (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.
- F. **PRPA** and Aerostar 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.
- G. Notwithstanding the notification requirements of the Insurer, Proponent hereby agrees to notify **PRPA's** Insurance Manager within two (2) days of the cancellation or substantive change of any insurance policy set out herein. **PRPA**, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- H. The Certificate of Insurance must note in the Description of Operations the following:

Agency: _____

Contract #: _____

- I. Insurance procured by Proponent must not reduce nor limit Proponent's contractual obligation to indemnify, save harmless and defend **PRPA and Aerostar** for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- J. If Proponent is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Proponent must ensure that the assignee or sub vendor 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 **PRPA** to demand or receive proof of insurance shall not constitute a waiver of Proponent's obligation to obtain the required insurance. The receipt of any certification does not constitute an agreement by **PRPA** 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. **PRPA** reserves the right to modify, delete, alter, or change insurance requirements at any time.

6.12 LATE DELIVERIES

Any Bidder/Proposer who fails to deliver the merchandise or services, will be charged 0.5 per cent of the issued purchase order for each day that elapses in delay, for a maximum of 10%, without constituting a waiver of any other procedure that is applicable by law. Furthermore, such Bidder/Proposer could be penalized with an earlier termination of the contract. It is understood that there is a delay when the supplier does not meet the agreed delivery date or does not meet the date of the commencement of services.

6.13 NON-COMPLIANCE.

The ASG Administrator reserves the right to cancel any contract or purchase order granted by virtue of this bidding process at any time when this results in the protection of the public interest and/or the benefit of the Government of Puerto Rico.

Moreover, Selected Proposer(s) who do not comply with any of the RFP's terms and conditions, once issued the purchase order or signed the contract, shall be imposed the following penalties: (1) confiscation of performance bond, (2) charging the difference of a price paid due to the need for ASG to make an exceptional purchase of goods, and (3) exclusion from the RUL for a period determined by ASG Administrator, in accordance with provisions of Regulation No. 9230, *supra*. Also, the ASG reserves the right to apply to any of the sanctions, as provided in the aforementioned Regulation, in Law 73-2019, as amended, as well as those agreed in the contract or purchase order. The measures to be taken in case of non-compliance will be imposed only by the ASG, after investigation of the facts, mediating communication and giving the bidder due process of law.

6.14 INVESTIGATIVE COLLABORATION

Every person, Bidder, Proposer, or contractor shall collaborate with any investigation initiated by the Government on business transactions or the granting of contract or granting of governmental incentives, of which they were part of or directly or indirectly benefited.

6.15 ANTI-DISCRIMINATION CLAUSE

The ASG does not discriminate on the basis of race, color, gender, origin or social condition, political or religious ideas, age, nationality, for being a victim or being perceived as a victim of sexual assault or stalking, veteran status, identity or real or perceived sexual orientation, physical, mental or sensory impairment.

6.16 COMMUNICATIONS AND ANNOUNCEMENTS

Communications with any Government representatives in respect to any matter related to the content of this RFP will require approval or be completely prohibited during the process of selection and proposal presentations, except when contacted by ASG or the Bid Board for explanations, as described in Section 1.5. Non-compliance with said restriction may result in the rejection of the offer. All communication will take effect through the following email address: juntadesubastas@asg.pr.gov.

Any information or public announcement related to this RFP will be made through ASG's web page (<https://asg.pr.gov/subastas>) All information, public announcement, or amendment related to this RFP will be written with the ASG and Bid Board due authorizations.

6.17 RFP INVITATION OBJECTION

In the case that a Bidder/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 Auxiliar Administrator the corresponding objection document, 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*.

6.18 RFP DOCUMENT OBJECTION

In the case that a Bidder/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 Auxiliar Administrator the corresponding objection document, 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 CONTRACT WITH "ADMINISTRACIÓN DE SERVICIOS GENERALES"

7.1 FORMALIZATION OF THE CONTRACT.

The proposal of the Selected Proposer(s) and the provisions of the RFP will constitute the base for finalizing the contract between the Selected Proposer(s) and PRPA. The contract will be formalized as soon as the ASG receives the guarantees required from the bidder.

7.2 CONTRACT RENEGOTIATION.

The prices proposed by the bidder will remain fixed during the validity of the contract, in accordance with the RFP's quote and award, and will not be subject to changes due to market fluctuations, independently of its predictability, unless otherwise agreed to.

7.3 REFUSAL TO FORMALIZE THE CONTRACT.

If the Selected Proposer(s) refuses to formalize the contract or does not attend to sign it, within the term notified in the Notice or Award Resolution or by the Contract Unit of the Procurement Area of ASG and has not presented a reasonable prior excuse, he will not be considered to be part of the ASG contract. The ASG Administrator may apply provisions contained in Section 9.1.4 of the Regulation No. 9230.

7.4 SCOPE OF THE CONTRACT.

The contract awarded under the RFP will cover the requesting agency or governmental and exempt entities of the Government of Puerto Rico, as defined in Law 73, *supra*. The Selected Proposer(s) may not refuse to offer the services to any agency, governmental and exempt entities, or municipalities, among others.

7.5 INSTRUCTIONS FOR THE USE OF THE CONTRACT

When the RFP is awarded by the ASG Bid Board, the Procurement Area will formalize a contract between the parties. The ASG will guide Purchasing Delegates and Sub-delegates on the use of the contract through the “Contract Use Instructions”, which include the terms and conditions indicated in the bidding specifications and the price table.

7.6 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 <http://juntasupervision.pr.gov/documents/>.

7.7 TERMINATION CLAUSES

Proponent acknowledges the following failure to provide the Equipment.

A. Failure to provide the Equipment

If the Vendor fails to provide the Equipment and any related services described in the contract or fails comply with the terms and conditions of this contract contained therein, shall constitute sufficient cause to terminate the contract without the need for prior notification. In addition, **PRPA** and ASG reserves the right to cancel any contract or purchase order granted by virtue of this procurement process at any time when there is just cause and this results in the protection of the public interest and/or the benefit of the Government of Puerto Rico.

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

If said default cannot be cured within the First Notice to Cure period, a second 7 days’ written Notice to Cure will be issued to the Vendor.

If default is not cured following the Second to Cure period, **PRPA** or ASG may demand its own timetable or terminate the contract.

B. Authority to Terminate

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

C. Termination for Convenience

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

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 **PRPA** 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.

In addition, the Secretary of the Government of Puerto Rico shall have the power to terminate this Agreement at any time, as provided in Memorandum No. 2017-001; Circular Letter 141-17 from the Office of the Secretary of the Government of Puerto Rico and the Office of Management and Budget.

ATTACHMENTS

Attachment A: Proponent Proposal Checklist

Proponent Proposal Checklist
Request for Sealed Proposals
RFP 23J-09392

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. Proponent shall mark their initials in the space provided below to indicate the compliance with the Checklist's requirements.

Initials	Document Description
	One (1) Sealed Physical Proposal (Office Secretary Bid Board); and One (1) Electronic copy of Proposal; or 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.
	Cover letter (2 pgs.): Overview of the key elements of Proposal and why Proponent should be selected duly signed. Must include Proponent identification, RFP information, and point of contact information.
	Business Profile: Business profile establishing the experience, past performance, and demonstrated ability of the firm to comply with delivery and installation of the Equipment specified in this RFP. Must also include the following information or documents: <ul style="list-style-type: none"> - Organizational Chart of the Business - Registered Organizational Documents - Professional Business licenses and credentials
	Attachment C – Comparable Project Fact Sheet: List of 3 comparable sales of Equipment
	Firm Financial Capacity: Include summary that demonstrates firm's adequate financial resources to cover the cost proposal specified in Attachment D, and the financial capacity to pay employees and subvendors (if applicable) throughout contract regardless of timing of payments. Must also include: <ul style="list-style-type: none"> - Most recent Audited Company Financial Statements.
	Equipment Fulfillment Narrative General description of how Vendor proposes to provide the Equipment and the related services specified in this RFP. Any proposed contracting of a subvendor or manufactures must be identified in this section by detailing sub name, experience and role to play.
	Delivery Schedule
	Attachment D - Cost Form
	Attachment H - Bid Bond Form

Initials	Document Description
	Attachment F – Proponent’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 K –Proponent Certification Requirement duly signed.
	Attachment L – Build America, Buy America Act Form duly signed.
	First-Tier Sub vendor and Manufacture Information (if applicable): Including company experience, qualifications, role and approach to perform Equipment Specifications and Services identified in the RFP.
	Attachment M - Sourced Critical System Components

Name of Proponent

Proponent's 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 proposals, all requirements in the following **Addenda to this Proposal/Contract**:

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT (Initial)

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

ACKNOWLEDGEMENT:

Name of Proponent or Vendor

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

Date

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPONENTS. 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.

Attachment C: Comparable Fact Sheet

Instructions: Complete the following form for each of the three comparable Equipment sold and installed by Proponent that are similar to the Equipment and related services specified in this RFP. Forms shall not exceed three (3) pages per Equipment described by Proponent. Any information that exceeds the stated page limit will not be considered.

Proponent Information		
Proponent Company Name:		
Role:		
<input type="checkbox"/> Primary or General Vendor	<input type="checkbox"/> Sub vendor	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Other, specify:		
Equipment Details		
Equipment:		
Location where the Equipment was installed:		
Reference Information of Equipment Buyer		
Company Name:		
Point of Contact Name:		
Title:	Phone:	Email:
Date Equipment was sold:		
Date Equipment was installed:		
Original Contract Amount (\$):		
Final Contract Amount (\$):		
Contract Term:		
Equipment Purpose and Worked Performed		
Narrative description of the equipment sold, and the related services provided, which are similar to the Equipment. Make sure to identify work completed by proponent, the work subcontracted, and the work performed by others)		

Attachment D: Cost Form

The undersigned, having familiarized himself with the difficulties and restrictions of the Equipment's site and facilities and all related conditions affecting the cost of the work, in accordance with requirements and stipulations indicated on Instructions to Proponents, Equipment Specifications and services, Attachments, any other terms and conditions and all related Addenda, as part of this RFP; hereby proposes to furnish all labor, materials, and tools to deliver the Equipment and its related services, as required by the RFP; for the pricing indicated below of:

Base Proposal:	Engine Generator Package, including fabrication, testing, delivery FOB Job Site (or FOB Destination), startup, commissioning, and site support services as specified herein.	\$ _____ \$ _____
	Pricing for oversized generator to allow future operation on natural gas.	\$ _____ /5 Year Pricing Term
	Pricing for Vendor-recommended Long Term Service Agreement (LTSA): Proponent to include detailed description of included services. 5-year term required.	\$ _____
	Pricing for one (1) set of recommended special tools to support on-site maintenance of engine generator Package; Proponent to furnish priced list of included items.	\$ _____
	Pricing for 2 years of recommended spare parts (normal operation), including expendables; Proponent to furnish priced list of included items.	\$ _____ /Yr/Mo
	Pricing for remote monitoring service and associated hardware/software.	(Submit rate schedule)
	Unit pricing for additional site assistance hours beyond those included in base proposal.	
	Price factors that will be used by Proponent to calculate price increases after Proposal Term expires.	(Submit calculation with allocation to each price factor considered by Vendor)

**Proposal
Term:**

PRPA requests the longest practical proposal terms to facilitate necessary approvals for contract execution, purchase, and disbursement of funds. Proponent shall provide estimated and reasonable cost changes should the PRPA not be able to execute the contract, purchase the equipment and/or remit payment before proposal term expiration. The estimated and reasonable increments will be considered as part of the evaluation and selection criteria. Notwithstanding, the Proponent is expected to provide justification of any change in price based on cost indexes from reliable industry sources. Failure to provide sufficient justification of increment in price may result in Proposal rejection and award to next ranked Proponent.

Notwithstanding cost increments will not be applied automatically and the awarded Proponent will be required to document the reasonableness of such changes based on cost indexes from reliable industry sources and any other applicable factor, when and if any such cost increment shall take place after the execution of the contract/purchase order.

In submitting this proposal, it is agreed that the Proposal, may not be withdrawn for a period of (Please, include number of days) consecutive calendar days, from the date of opening thereof.

Name of Proponent

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

Date

Attachment E: General Site Information

Guarantee Point, °F DB/ °F WB	80.8 / 76
Site Elevation / FT	8
Site Barometric Pressure / psia	14.69
Seismic Importance Factor	1.5
Record High Dry Bulb Temperature	98.4
Record Low Dry Bulb Temperature	61.2
Summer Cooling Dry Bulb, 0.4% ASHRAE	91.6
Maximum Indoor Temperature, °F	107
Minimum Indoor Temperature, °F	61.2

WIND LOAD INFORMATION

Basic Wind Speed (3 second gust/fastest mile) MPH	174
Risk Category	IV
Exposure	D
Internal Pressure Coefficient	CGpi = +/- 0.55 (Partially Closed)

SEISMIC LOAD INFORMATION

Risk Category	IV
Seismic Importance Factor	1.5
Mapped Spectral Response Accelerations	Ss = 0.981, S1 = 0.39
Site Class	D
Spectral Response Coefficient	Sds = 0.784, Sd1 = 0.39
Seismic Design Category	D

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

FROM: _____

Name of Proponent: _____

Proponent Authorized Representative: _____

Mailing Address: _____

Contact Telephone: _____

The Proponent 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 Proponent 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 4th, 2018, as amended.
- (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; and/or
- (f) Proponent does not and will not have any actual, apparent and potential conflicts; overlapping ownership interests of Directorship in other participating Vendors' 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: _____

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

Date: _____

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective Proponent 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 Proponent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor 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

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

Date



Attachment I: Liquidated Damages

As specified in Regulation No. 9230, Uniform Regulation for Purchases and Proposals 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 and installation of the Equipment or a shortfall in performance in no way represents a penalty but does represent damages agreed between both parties to compensate the Government for additional expenses and other setbacks. Vendor agrees that the harm caused by the failure to complete and deliver any of the goods in accordance with the schedule and any other delivery schedule set forth in the Contract is incapable or difficult to estimate; therefore, as a reasonable estimate of just compensation for any such failure, Vendor agrees that PRPA (at their option) may: (a) collect from Vendor or (b) reduce the amount PRPA owes to Vendor by the following:

1. The amount of \$1,000.00 per engine for each calendar day not to exceed a total of 4% of the Contract total, after the date such goods are proposed to be delivered, until the date all of the goods are inspected and received by PRPA.
2. The amount of \$10,000 per engine for each full 10 BTU's (HHV) of excess fuel consumption per kWh over and above the guaranteed consumption, as ascertained during completion of the performance test procedure described in the Specifications and corrected to guarantee conditions, not to exceed one hundred thousand dollars (\$100,000) per engine. The deviation from the guaranteed heat rate shall be calculated based on the arithmetic average of the percentage deviations (excessive or short) as evaluated for the individual loads subject to guarantee.
3. The amount of \$12,000 per engine for each full one percent (1.0%) shortfall of the guaranteed output, net of Vendor-furnished package auxiliaries, by which the output of the reciprocating engine generator, as ascertained during the performance test procedure described in the Specifications and corrected to guarantee conditions, not to exceed one hundred thousand dollars (\$100,000) per engine.
4. The amount of \$10,000 per engine for each full one percent (1.0%) of excess NOx emissions over and above the guaranteed emissions, as ascertained during completion of third-party emissions testing, not to exceed one hundred thousand dollars (\$100,000). Alternatively, Owner may at its discretion require the Vendor to perform repairs, modifications, and/or equipment replacement necessary to achieve the guaranteed emissions levels.
5. The amount of \$10,000 per engine for each full one percent (1.0%) of excess CO emissions over and above the guaranteed emissions, as ascertained during completion of third-party emissions testing, not to exceed one hundred thousand dollars (\$100,000). Alternatively, Owner may at its discretion require the Vendor to perform repairs, modifications, and/or equipment replacement necessary to achieve the guaranteed emissions levels.

Performance guarantees shall apply only to the extent that the engines are operated in substantial accordance with Vendor's material specifications, procedures, and guidelines. Further, such guarantees shall apply only if the testing procedure is completed within a reasonable time, not to exceed ninety (90) days after initial operation, unless otherwise stated in the Specifications. Vendor's liability with regard to liquidated damages for delay in delivery, excess fuel consumption or a shortfall in output shall be limited to a cumulative maximum of one million, two hundred thousand dollars (\$1,200,000) and, to the extent that the Owner is authorized by the laws of the Commonwealth of Puerto Rico, shall constitute Owner's sole remedy with regard to delay and non- achievement of guaranteed values.



Attachment J: Minimum Federal Terms and Conditions

All Proponents shall comply with the following laws and regulations, as applicable to the Equipment and related services described in this RFP:

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 vendor 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** – Vendors that apply or proposal 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, Vendor 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, Vendor 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. **Copeland Anti-kickback act 40 U.S.C. 3145** - The Vendor or Sub-recipient will comply with the Copeland Anti-kickback Act (40 U.S.C. 3145). By this means the Vendor acknowledges and certify that will not induce any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he or she is otherwise entitled.
7. **Solid Waste Disposal Act** – To the extent applicable, Vendor 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.)
8. **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.)
9. **Rehabilitation Act of 1973** – Vendors 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.)
10. **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.)
11. **Energy Efficiency** – The Vendor agrees to comply with the requirements of 42 U.S.C § 6201 which contain policies relating to energy efficiency.
12. **Compliance with the United States Office of Management and Budget** – Vendor agrees to comply with the regulations, policies, guidelines and requirements related to the use of federal funds under the contract.
13. **Compliance with Laws, Regulations and Executive Orders** – The Vendor acknowledges that FEMA or other federal financial disaster funds will be used to fund work under the RFP and the resulting contract. The Vendor 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.

14. **Record retention and access to records** – The Vendor and the Agency shall afford any authorized representative of NGB, DoD or the Comptroller General of the United States access to and the right to examine all records, books, papers and documents that are parts of this contract. The Agency and the vendor agree to comply with the record retention and provide, as is required, all intact record for at least ten (10) years following closeout of the award.
15. **Debarment and Suspension; EXECUTIVE ORDERS 12549 and 12689** – The Vendor agrees to comply with *2CFR Part 180* by certifying that neither it, sub vendor nor its principals or its affiliates are excluded or disqualified from the Excluded executed Parties List System (EPLS) or the System for Awards Management (SAM), at the current OMB website. This certification is a material representation of fact upon which the agency relies in entering this contract. The Vendor will include a provision requiring such compliance in its lower tier transactions. This verification shall be documented on the Contract File and shall be subject to audit (*31 U.S.C. 1352*). The Vendor and/or Proponent will provide the required certification as part of the proposal and the contract.
16. **Central Vendor Registration** – The parties agree to comply with the System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
17. **False or Fraudulent Statement of Claims** – The Vendor acknowledges that 31 U.S.C. Chapter 38, applies to its actions pertaining to this contract. The Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract. The Vendor agrees to include the above language in each subcontract under this contract, modified only to identify the sub vendor that will be subject to these provisions.
18. **Energy Policy and Conservation Act** – The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.
19. **No Obligation by Federal Government** – The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, vendor, or any other party pertaining to any matter resulting from this contract.
20. **Privacy Act**
The Vendor agrees to:
 - a. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-
 - i. The systems of records; and
 - ii. The design, development, or operation work that the vendor is to perform.
 - iii. **Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and**
 - b. Include this clause, including this paragraph,
 - c. **in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.**

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to



accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Vendor is an employee of the agency.

"Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

"System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

21. **Procurement of Recovered Materials** – The Vendor agrees to provide a preference for products and services that conserve natural resources that protect the environment and maximizes energy establishing an affirmative program for procurement of recovered materials identified as EPA guidelines.
22. **Equal Employment Opportunity (EEO)** – The Vendor agrees to obey all laws and regulations regarding discrimination for reasons of race, color, gender, natural origin or social condition, sexual orientation, age, political or religious belief or any other discriminatory cause in the provision of services contained in this contract. It will also have the responsibility to avoid creating a hostile environment, free of all types of harassment, to include sexual harassment. According to *Executive Order No. 11246, Amendment No. 11375, 41 CFR Part 60, Americans with Disabilities Act of 1990 (ADA) and 2 CFR Part 200*.
23. **Contractual Legal Remedies Controversies and Pertinent Laws** – This contract will be governed by the laws of the Government of Puerto Rico and the United States of America. Should any disposition, cause or part of this contract be contested for any reason before a Court of Law and declared unconstitutional or null, such determination will not affect, undermine or invalidated the remaining dispositions or clauses of this contract, rather, in its effect will limit only to the disposition declared unconstitutional or null. Both parties accept that the San Juan Superior Court (First Instance) will be the court with pertinent jurisdiction to elucidate any judicial action originating from this contract.



Attachment K: Vendor Certification Requirement

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

1. The Proponent's sub vendor(s) in connection with the contract⁴ is (are) the following:
2. Neither the Proponent nor any of its owners⁵, partners, directors, officials, or employees, has agreed to share or give a percentage of the vendor'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 vendor, 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 Proponent, nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-vendors, 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 Proponent.

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

Name of Proponent

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

Date

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

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



Attachment L: Build America, Buy America Act

FROM:

Name of Vendor:

Vendor Authorized Representative:

Mailing Address:

Contact Telephone:

_____ The Proponents certifies to the best of its knowledge and belief, it complies with the provisions specified in the Build America, Buy America Act.

_____ The Proponent certifies to the best of its knowledge and belief, it does not comply with the provisions specified in the Build America, Buy America Act.

If Vendor does not comply with the provisions specified in the Build America, Buy America Act, which may be accessed at <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>, Vendor must attach an explanation including the following information:

- Estimate of the percentage of iron and steel to be used in the project are produced in the United States.
- Estimate of the percentage of manufactured products to be used in the project are produced in the United States
- Estimate of the percentage of construction materials to be used in the project are produced in the United States

Definitions of these terms may be found here: <https://www.fema.gov/grants/policy-guidance/buy-america>

Certified:

Name of Proponent

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

Date



Attachment M: Sourced Critical System Components

For critical system components to be incorporated into the scope of supply for the Equipment, the Proponent proposes to source components from the following manufacturers:

- Manufacturer:** Mechanical Seals _____

- Control Valves and Regulators _____

- Pressure Transmitters (Gauge and Differential) _____

- Temperature Transmitters (Sensors, transmitters & Thermowells as applicable) _____

- Flowmeters _____

- Pressure Gauges _____

- Level/Sight Glasses _____

- Instrument Fittings _____

- Variable Frequency Drives _____