



**REQUEST FOR PROPOSALS**

FOR

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES  
FOR IMPROVEMENTS TO FERNÁNDEZ JUNCOS  
AVENUE AND CONNECTORS**

UNDER THE

**ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO  
FOR GROWTH PROGRAM, COMMUNITY  
DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY**

BY THE

**PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY  
Procurement Process No.: CDBG-DR-IPG-PRCCDA-2025-03**

**MAY 7, 2025**

[RFP Issued](#)

**JULY 3, 2025, at 11:59 PM AST**

[Proposal Due Date](#)

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## Attachments

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1	Scope of Services
2	Model Contract
3	Form for Submission of Inquiries
4	Insurance Requirements
5	PRCCDA HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements Under the IPG Program

## Exhibits

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A-1	Mandatory Requirements Proposal Checklist
A-2	Qualifications and Work Approach Proposal Checklist
A-3	Cost Proposal Checklist
B	Statement of Qualifications
C	List of Comparable Projects
D	Non-Conflict of Interests Certification
E	Non-Conflict of Interest on Existing or Pending Contracts Certification
F	Limited Denial of Participation (LPD)/Suspension or Debarment Status Affidavit
G	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

<b>H</b>	<b>Non-Collusive Affidavit</b>
<b>I</b>	<b>Sworn Statement Under Act 2-2018</b>
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<b>L</b>	<b>Proposer's Prior Performance</b>
<b>M</b>	<b>Certifications and Representations of Offerors (Non-Construction Contracts)</b>
<b>N</b>	<b>Cost Form</b>
<b>O</b>	<b>Reference Information</b>
<b>P</b>	<b>Ongoing and Completed Environmental and Technical Studies for the Navy Frontier Pier Site</b>
<b>Q</b>	<b>Conceptual Design</b>



## 1. Definitions/Acronyms

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

- **“Action Plan”** refers to the Puerto Rico Community Development Block Grant for Disaster Recovery Action Plan, as may be amended from time to time, that defines how funding allocation by HUD will be used to address unmet needs through the implementation of a transformative recovery program.
- **“Addendum”** or **“Addenda”** refers to a written or graphic document issued by the PRCCDA before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
- **“Authorized Representative”** refers to the person authorized to bind the Proposer in matters related to the RFP and the Contract. This is the person formally authorized to sign for the project.
- **“Bid Board”** refers to a body of the PRCCDA comprised of three (3) members each designated by the PRCCDA Executive Director through an Administrative Order. The members of the Board may be officials or employees of the PRCCDA and its component agencies. The Bid Board will oversee the mission to evaluate, award, or decide the Bids, Proposals, or Statements of Qualifications for the acquisition of non-personal goods or non-personal services and professional services in a formal procurement process to be executed by PRCCDA, according to the applicable regulations.
- **“CDBG-DR”** refers to the Community Development Block Grant for Disaster Recovery which is an additional funding appropriated by the United States Congress to rebuild affected areas and provide crucial seed money to start the recovery process.
- **“Contract”** or **“Contract(s)”** refers to the agreement(s) to be executed between the PRCCDA and the Selected Proposer(s) in response to this RFP.
- **“Federal Government”** means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created, or which may be created, designated or established by the United States of America.
- **“First-Tier Subcontractor”** refers to a subcontracted entity contracted directly by the prime contractor who provides any supplies, materials, equipment, or services of any kind required under the prime contract, or a first-tier subcontract.
- **“HUD”** refers to the United States Department of Housing and Urban Development.
- **“IPG”** refers to the Economic Development Investment Portfolio for Growth Program of the Puerto Rico Department of Housing, CDBG-DR Program.
- **“Key Deliverables”** means those tangibles and resulting work products which are to be delivered to the PRCCDA.
- **“Key Personnel”** or **“Key Staff”** means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.
- **“Local Parties”** means local subcontractors or professionals and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.
- **“Notice of Award”** refers to the award determination or notice to be issued by the PRCCDA Bid Board in relation to this RFP.
- **“PRCCDA”** Refers to Puerto Rico Convention Center District Authority.

- **“PRDOH”** refers to the Puerto Rico Department of Housing.
- **“Proposal”** refers to the response(s) submitted by Proposer(s) for this RFP.
- **“Proposal Due Date”** refers to the date and time on which the Proposals are due.
- **“Proposer”** means a person or legal entity that responds to this RFP. May also be referred to as **“Respondent”** or **“Offeror”**.
- **“Qualified Proposer”** means a responsible and responsive Proposer whose Proposal meets the Mandatory Requirements of this RFP and obtains a technical score greater than or equal to the minimum threshold set forth in this RFP.
- **“RFP”** means this Request for Proposals and addenda issued by the PRCCDA.
- **“Selected Proposer”** means a Bidder or Proposer awarded the Contract resulting from this RFP.
- **“Team Member”** means a member of a Proposer. Team Members should be identified in Proposer’s submissions and not be changed without the consent of the PRCCDA.

## **2. Overview, Purpose, and Intent**

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Under the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. Under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.2 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

Since February 2018, three (3) Federal Register Notices (FRN) have been published allocating CDBG-DR funds to Puerto Rico, to promote the Island's recovery from the 2017 Hurricanes Irma and María: (i) FRN 83 FR 5844 dated February 9, 2018; (ii) FRN 83 FR 40314 dated August 14, 2018 for the second tranche of \$8.2 billion for unmet disaster recovery needs; and (iii) FRN 85 FR 4681 dated January 27, 2020 including a third allocation of \$277 million for unmet infrastructure recovery needs (authorized by Pub. L. 116-20).

The U.S. Department of Housing and Urban Development (HUD) is the federal oversight agency for these funds, which are administered through the Community Development Block Grant – Disaster Recovery (CDBG-DR). The PRDOH was designated by the Government of Puerto Rico as the agency responsible for administering CDBG-DR funds. Under the commitment to administer the Funds in an efficient and transparent manner, PRDOH built its “Action Plan” to govern the recovery and reconstruction of the Island, after receiving multi-sector recommendations. The PRDOH Action Plan, created the original and as amended, is available at <https://recuperacion.pr.gov/en/action-plans/action-plan-cdbg-dr/> and is incorporated by reference and made an integral part of this RFP.

Among the Programs included in the PRDOH’s Action Plan is the Economic Development Investment Portfolio for Growth (“IPG”) Program.

## **2.1. PRCCDA and IPG Program**

The IPG Program seeks to alleviate the exacerbated economic effects of the past hurricanes Irma and María through large-scale development projects that are transformative in nature and create/retain Low-to-Moderate Income (LMI) jobs and/or cascading economic impacts. It intends to award gap funding to foster both mixed-use, community-based development, as well as major infrastructure improvements supporting economic revitalization for Puerto Rico. The objective of this program is to develop a series of projects across Puerto Rico that result in large-scale commercial or industrial development in a broad-ranging category of activities and that cover a wide variety of economic revitalization initiatives.

The Puerto Rico Convention Center District Authority (PRCCDA) is a public corporation of the Government of Puerto Rico created under Act Number 351 of September 2nd. of 2000, as amended. On August 2, 2022, the PRCCDA entered into an agreement with the PRDOH where funds in the amount of \$137,147,665.00 were allocated under the Economic Development Investment Portfolio for Growth (IPG) Program for the execution of the Navy Pier / Bahía Urbana Project. For the project to be assisted with the IPG set aside funds, the PRCCDA must meet the following baseline requirements: i) Meet a National Objective; ii) Comply with a minimum of one (1) CDBG-DR eligible activity and iii) Properly document eligible costs.

## **2.2. Purpose and Intent**

This RFP is issued to obtain proposals from interested qualified Architectural and/or Engineering Services (A/E) Firms or Proposers to provide full range of Professional A/E Services to design the for Fernández Juncos Avenue and Connectors. Services include but are not limited to: design to achieve 60%, 90% and 100% construction documents; construction permits from State and Federal Agencies; preparation of construction documents, support during construction, among other required tasks.

This document defines the requirements and deliverables the Proposer must perform on behalf of the PRCCDA for the Fernández Juncos Avenue and Connectors Projects, as well as the process to submit Proposals. The objective is to contract an Architectural-Engineering firm (A/E Firm) to work collaboratively with the PRCCDA and its Project Management Office (PMO).

Time is of essence. Proposers shall demonstrate their ability to provide all necessary services to complete the Scope of Services within the schedule. To that end, the Selected Proposer's design team shall contemplate and include all appropriate and/or necessary subconsultants.

The Selected Proposer(s) will ensure that all contracts, services, work and activities performed pursuant to this RFP, are eligible under United States Department of Housing and Urban Development (HUD) and the Community Development Block Grant - Disaster Recovery Grants and performed in accordance with HUD, and other applicable Federal and Government of Puerto Rico regulations, policies and guidance, including Terms and Conditions of the Federal Award and PRDOH, CDBG-DR requirements. Proposer must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines, and design standards.

Award of the Contract(s) will be made to the Proposer whose Proposal, in accordance with this RFP, is the most advantageous to the Government of Puerto Rico, price and other criteria to be considered.

### **2.3. Regulatory Framework**

As to ensure full and open competition in the procurement processes to acquire goods and services funded, in whole or in part, with allocations from the Community Development Block Grant's Disaster Recovery, the PRCCDA will comply with State Law, its Contracting Manual for Professional and Consulting Services, *Standard Operating Procedures for RFPs under CDBG-DR* and requirements of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, State Entities*, 2 C.F.R. § 200.317 through § 200.327.

### **2.4. PRCCDA Reservation of Rights**

The PRCCDA reserves the right, without limitations, to:

- (i) Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding Contract, if it deems that doing so is in its best interests and in the Public Interest. PRCCDA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (iv) Make an award to more than one Proposer based on ratings.
- (v) Require additional information from all Proposers to determine responsibility levels.
- (vi) Contract with one or more qualified proposers as a result of the selection of qualified Proposers or the cancellation of this RFP.
- (vii) Reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability, if:
  - 1) Funding is not available.
  - 2) Legal restrictions are placed upon the expenditure of monies for this category.
  - 3) PRCCDA's requirements in good faith change after award of the contract.
- (viii) Contact any individuals, entities, or organizations that have had a business relationship with the Proposer. Even though they were included in the reference section of the RFP submittal.
- (ix) Modify the Contract(s) of the Selected Proposer(s) to extend the original duration, as further explained in this RFP, or to extend the scale of the Scope of A/E Services to include work under subsequent plans, as long as it is related to the A/E Services requested herein. PRCCDA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

- (x) The PRCCDA reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional [Services] when, in the opinion of the Contracting Officer, it is the best interests of the PRCCDA to do so.
- (xi) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRCCDA reserves the right to:
  - 1) seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (xii) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.

### **3. Scope of Services**

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The PRCCDA issued this RFP to contract professional services from qualified Professionals and Professional Firms, with no legal impediment to provide Architectural /Engineering design services herein described for the implementation of the Navy Pier / Bahía Urbana Infrastructure Project, in particular for the Fernández Juncos Avenue and Connectors project works.

Specific activities and tasks under the Scope of Services are included in **Attachment 1** (Scope of Services). The Scope of Services presented is based upon circumstances existing at the time this RFP was written. The PRCCDA reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract.

General Scope of Architecture/Engineering Services include but are not limited to: i) Performing all the professional architectural and engineering services necessary for the Work, which may be comprised of design, post-design and/or other services to timely deliver the 60% and 90% construction drawings and documents and adjusting or modifying design; ii) obtaining construction permitting; iii) construction.

The PRCCDA's Navy Pier / Bahía Urbana Project is currently undergoing the Environmental Review Process as per provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4321 et seq., as well as to the HUD environmental review regulations at 24 C.F.R. Part 58. Additionally, the project will include all necessary consultations and notifications to relevant state and federal agencies. The Selected Proposer will need to design and revise design drawing, permits and

construction documents, as needed, for the PRCCDA to reach the project's Environmental Clearance.

Upon selection, the selected Proposer's response must be immediate, prompt and efficient with the engagement on the project, and do so with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with HUD and other appropriate agency regulations and reporting requirements, as well as any other applicable federal, state or local regulations to ensure that PRCCDA will be in a position to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state and private agencies.

The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all activities outlined in the Scope of Services. The Selected Proposer will assist PRCCDA in providing the resources needed to accomplish the assigned tasks.

Services shall be performed in accordance with all Local and Federal laws, codes, ordinances, rules and regulations, applicable to the PRCCDA and the PRDOH, CDBG-DR's IPG Program Guidelines, Cross Cutting Guidelines, including without limitation, Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

### **3.1. Deliverables**

Deliverables to be provided are outlined in the Scope of Services **Attachment 1** (Scope of Services). The Proposer shall be responsible for completing deliverables as outlined in the Scope of Services and in accordance with specifications on the Contract. Selected Proposer is expected to commence work within five (5) days of the execution of the Contract.

A Model Contract for Professional Architectural and Engineering Services for the IPG Program is included as **Attachment 2**. Please be aware that this model contract is just a draft and may be subject to modifications before execution, at the PRCCDA's discretion, by virtue of law or regulations, or any other event that may affect the dispositions therein contained.

### **3.2. Key Personnel**

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that PRCCDA will consider the qualifications of key personnel in the selection of the successful proposer; therefore, replacement of key personnel will not be permitted without the written approval of the Procurement Director. The Procurement Director reserves the right to reject any key personnel proposed if it is in PRCCDA's best interest.

### **3.3. Subcontracting or Teaming**

The Proposer may be comprised of one or more firms. The Proposer shall identify each team member and specify their role. The Procurement Director reserves the right to accept or reject any

of the team members replacements based on skills and knowledge, which is in the best interest of the PRCCDA.

### **3.4. Contract Term**

The term of the Contract(s) will be **one hundred and fifty (165) calendar days** for services during Architectural-Engineering Design & Bid Support Phases, and **five hundred and forty (540) calendar days** for services during Construction Support Phase.

PRCCDA may, at its sole discretion, extend the Contract for additional terms, upon mutual written agreement between the Proposer and the PRCCDA. The PRCCDA reserves the right to re-bid the Contract(s) at any time during the performance of the Contract. Nothing of the above will be understood as a prohibition to the Selected Proposer(s) to compete in the new solicitation at the end of their Contract(s).

### **3.5. Payment**

Payments shall be issued for services provided previously approved by the PRCCDA and the PRDOH. It is the Selected Proposer's responsibility to provide all services as set forth under the Scope of Services (**Attachment 1**) made an integral part of this RFP.

Payment will be made upon presentation of an invoice evidenced by the services provided and duly authorized by the PRCCDA and the PRDOH. Selected Proposer must submit all invoice supporting documents required by HUD, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, work projections, and any other documentation that supports the services provided and billed within the first **ten (10) calendar days** from the end of the period for the services being invoiced. If the PRCCDA or the PRDOH finds the submitted invoice and supporting documents as acceptable, then the invoice will be approved and processed for payment promptly after its submission. The PRCCDA and the PRDOH reserve the right to review the correctness of invoices and perform audits as they deem fit. The Selected Proposer agrees to cooperate fully with any such audit(s).

The Selected Proposer shall submit monthly invoices for the agreed fees. Invoices must be detailed, specified and itemized accompanied by a description of the services provided as previously approved by the PRCCDA and the PRDOH. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the Contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. The PRCCDA or the PRDOH shall request from the Selected Proposers all the necessary information, related to the invoiced expenses, in order to verify them, prior to ordering the release of payment.

The Selected Proposer will deliver the original invoice to the PRCCDA's offices. Such invoice must be properly completed and certified by the Selected Proposer. Upon receipt, the designated office within the PRCCDA will process it for certification, in accordance with the Accounting Act

Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

### **3.6. Penalties and Liquidated Damages**

The services will be subject to the following penalties and liquidated damages:

- **Penalties:** In the event, the selected Proposer is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, PRCCDA may impose sanctions against the selected Proposer for any default.

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

- i. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
  - ii. Disallow all or part of the cost of the activity or action not in compliance.
  - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.
  - iv. Withhold further Federal awards for the project or program.
  - v. Take other remedies that may be legally available.
- **Liquidated Damages:** Selected Proposer(s) will be subject to liquidated damages as related to their timeframes of performance. PRCCDA and the Proposer will agree on the timetable for the deliverable of each task. The Proposer shall pay to PRCCDA, as liquidated damages, **Two Hundred and Fifty Dollars (\$250.00) for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of Five Thousand Dollars (\$5,000.00)**. Said sum, given the difficulty of accurately ascertaining the loss which PRCCDA will suffer because of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that PRCCDA will suffer because of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRCCDA's right to indemnification, or the Proposer's obligation to indemnify the PRCCDA, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRCCDA. To apply and calculate such liquidated damages, a grace period of **ten (10) days** shall be observed. PRCCDA may deduct and retain out of the monies which may become due to the Proposer, the amount of any such liquidated damages; and in case the amount which may become due is less than the number of liquidated damages due to the PRCCDA, the Proposer shall be liable to pay the difference.

### **3.7. CDBG-DR Grant Requirements**

While providing the services, the selected Proposer must adhere to the applicable requirements of the CDBG-DR grants initiatives, goals, and regulations, including Federal Register, Notices 83 FR 5844, 83 FR 40314, 84 FR 4836, and 85 FR 4681. Proposers must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope



of Services. The Proposer remains responsible for determining if the above-listed requirements have been revised or updated.

If the selected Proposer performs ineligible activities under the CDBG-DR and CDBG-MIT grant or program, the selected Proposer cannot include them in the invoice for payment.

### **3.8. HUD General Provisions**

Given the contract involves federal funds for which HUD is the federal oversight agency; the selected Proposer agrees to comply with all the requirements and HUD General Provisions included in **Attachment 5** and which will be made an integral part of the Contract, **Attachment 2** (Model Contract).

### **3.9. Insurance Requirements**

Proposer shall be aware that, if selected for the award of this RFP, Proposer must deliver evidence of insurance that meets the requirements of the RFP, or a signed certified statement from an official legally authorized to bind the Proposer. The proposer shall deliver evidence of the required insurance **within seven (7) days** of selection, including that PRDOH, the Government of Puerto Rico, PRDOH and HUD have been enlisted as a named insured under its insurance for purposes of the engagement. For details regarding insurance, requirements refer to **Attachment 4 (Insurance Requirements)**.

### **3.10. Local Participation**

The PRCCDA encourages Proposers to engage local subcontractors, professionals, and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Staff to the greatest extent possible. Proposers are encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and local Parties who are Team Members and Key Individuals for the Project, as applicable.

### **3.11. Small, Minority, Women's, Veteran-Owned Business Enterprises and Labor Surplus Area Firms.**

PRDOH and PRCCDA recognizes its obligation to promote opportunities for maximum feasible participation of certified Small Businesses, Minority and Women Owned Business Enterprises (**M/WBEs**), veteran-owned Business, and the employment of minority group members and women in the performance of all PRDOH federal funded contracts. PRDOH and PRCCDA is committed to ensuring that firms that are M/WBE certified are encouraged to submit proposals in response to this RFP.

The work to be performed under the contract resulting from this RFP shall be subject to the regulations outlined in the 2 C.F.R. § 200.321 that require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with the CDBG-DR financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms (**MBEs**), women-owned business enterprises (**WBEs**), and labor surplus area firms. Consistent with Executive Orders No.

11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, M/WBEs, Veteran owned businesses and labor surplus area businesses participate in contracting.

The PRDOH and PRCCDA recognizes its obligation to promote opportunities for maximum feasible participation of certified M/WBEs, and the employment of minority group members and women in the performance of the contracts. All participating entities engaged with PRCCDA must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of PRDOH's M/WBEs subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation. The PRDOH M/WBE Policy is located: <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>.

An MWBE utilization plan template is available online on the PRDOH website: <https://cdbg-dr.pr.gov/en/section-3/enterprise-woman-minority-mwbe/utilization-plan/>. Entities responding to this RFP should provide this completed template as part of their overall efforts for M/WBE compliance for evaluation.

### **3.12. Section 3**

The work to be performed under the contract resulting from this RFP shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u and as implemented in 24 C.F.R. Part 75 (Section 3). You can access PRDOH's Section 3 Policy requirements in English <https://cdbg-dr.pr.gov/en/section-3/> and Spanish <https://cdbg-dr.pr.gov/seccion-3/>.

Section 3 Contractor Plan template is available online on the PRDOH site: Section 3 Contractor Plan: English <https://cdbg-dr.pr.gov/seccion-3/negocios-y-contratistas/plan-contratistas-seccion-3/> & Spanish <https://cdbg-dr.pr.gov/en/section-3/business-and-contractors/contractor-section-3-plan/>.

Specifically for this contract the Proposer, if selected, shall submit a Section 3 Plan to meet the Section 3 minimum goals: (i) for non-construction contracts at least three percent (3%) of the total dollar amount of the Proposal; (ii) new hiring goals of at least thirty percent (30%) of new hires to be Section 3 Residents.

## **4. RFP Procedures**

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This RFP shall be governed by the procedures described in the following sections.

### **4.1. RFP Documents Acquisition**

The RFP documents are available for download by qualified firms at the PRCCDA's Website (<https://prcda.com/rfps/>) and at the CDBG-DR Website (<https://www.cdbg-dr.pr.gov/en/procurement/>). To download the documents, prospective Proposers must go to "RFPs" section of the PRCCDA's Website and to the "Procurement" CBGB-DR area of the

CDBG\_DR Website where all procurement documents will be published. RFP Documents will be available at the PRCCDA's Website on the date and time of Public Notice stated in Section 4.3.

#### 4.2. Addenda

The PRCCDA reserves the right to amend this RFP at any time. Any amendments to the RFP will be issued as written Addenda. PRCCDA will post copies of each Addendum for all prospective Proposers to download at the "RFPs" section of the PRCCDA's Website (<https://prcda.com/rfps/>). Addenda will become a part of this RFP. **All prospective proposers must monitor <https://prcda.com/rfps/> to retrieve Addenda. Addenda will not be posted on the CDBG-DR and CDBG-MIT website.**

#### 4.3. Schedule

A summary schedule of major activities associated with this RFP is presented in **Table 1** below. The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by the PRCCDA.

Event		Targeted Date
Issue Date - Public Notice		May 7, 2025
Pre-Proposal Meeting and Site Visit (Non-Compulsory)		May 19, 2025, at 9:00 am at Bahía Urbana (Av. Manuel Fernández Juncos, San Juan, 00901)
Submission of Questions and Requests for Clarification	From:	May 7, 2025
	Up To:	May 29, 2025
Responses to Questions and Requests for Clarifications		June 2, 2025
Proposal Due Date (Electronic Submission Only)	From:	May 7, 2025
	Up To:	<b>July 3, 2025, at 11:59 PM AST</b>
Notice of Award (Expected)		July 22, 2025
Executed Contract (Expected)		August 4, 2025

**Table 1 - RFP Schedule**

#### 4.4. Correspondence and Communications

Inquiries and communications regarding the RFP must be submitted to the Puerto Rico Convention Center District Authority, Procurement PRCCDA, by electronic mail to [Procurement@prcda.pr.gov](mailto:Procurement@prcda.pr.gov).

#### 4.5. Prohibited Communications

Verbal communications regarding the contents of this RFP are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals.

#### **4.6. Pre-Proposal Meeting and Site Visit**

The PRCCDA will conduct a Preproposal meeting and Site Visit on the date and time indicated above for the purpose of explaining the process and Scope of Services.

#### **4.7. Submission of Inquiries**

Prospective Proposers may submit questions as to the intent of clarity of this RFP, its attachments, and its Exhibits. Proposers shall submit all questions in writing on or before the deadline established in Section 4.3 of this RFP to the following electronic mailing: [Procurement@prcda.pr.gov](mailto:Procurement@prcda.pr.gov). Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Inquiries included as **Attachment 3**. Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. Questions may be submitted in English or Spanish. Responses to all Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Section 4.3 and will be posted on the PRCCDA's website (<https://prcda.com/rfps/>).

All documents pertaining to the procurement process, including Addenda issued by the PRCCDA, are and will be available for download at the PRCCDA's Website, RFP Section; <https://prcda.com/rfps/>. All prospective Proposers must monitor the PRCCDA's Website to retrieve Addenda, if any, issued for this procurement process.

#### **4.8. Representations for Proposal Submission**

All costs associated with the response to this RFP are the sole responsibility of the Proposer. Neither the PRCCDA, PRDOH, the Government of Puerto Rico, nor any of its Government Entities or its instrumentalities, nor HUD, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations, or for the disclosure of any information or material received in connection with this RFP. No individual or firm is assured of obtaining any work because of this RFP process.

The PRCCDA and PRDOH further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, the PRCCDA and PRDOH reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations.

This RFP, its award, and any derivative contract are subject to a grant agreement between the Government of Puerto Rico or the PRCCDA, and HUD and the availability of the allocated CDBG-DR funds. Proposer acknowledges and agrees that any suspension, cancellation, or termination of the CDBG-DR allocation(s) will result in the immediate suspension, cancellation, or termination of this RFP, award, or executed contract, upon PRCCDA's notice.

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the PRCCDA to award a contract.

#### **4.9. Proposal Withdrawal**

A Proposer may withdraw a Proposal at any time before the Due Date. The withdrawal must be submitted in writing and directed to the Procurement Division of the PRCCDA. Timely withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal by the Due Date. After the Proposal Due Date, the Proposer may withdraw its Proposal by written request to the Procurement Division of the PRCCDA. All decisions to allow withdrawal of a Proposal shall be supported by a written determination signed by the PRCCDA's Procurement Division representative, as delegated official after the Due Date.

#### **4.10. Ownership of Proposals**

All materials submitted in response to this RFP shall become the property of the PRCCDA and will not be returned. Selection or rejection of a Proposal does not affect this provision.

#### **4.11. Requirements for Legal Entities**

Proposers that are Puerto Rico based corporations, limited liability companies, professional services corporations, 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 Proposals submission. In the event the Proposer 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 Proposals submission. If a Contract is awarded to a foreign entity Proposer, said Proposer shall request authorization to do business in Puerto Rico previous to the execution of the Contract.

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

### **5. General Proposal Requirements**

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All proposals shall comply with the general requirements stated in the following sections.

#### **5.1. Proposal Format**

To ensure uniformity to specific requirements and prompt reference among all Electronic Proposals, the format of the Electronic Proposals shall adhere to the following parameters:

- Electronic Proposal documents shall be typewritten on standard 8 ½" x 11" pages. Pages shall have a one-inch margin. Written content of the Proposal must be set at one and one-half (1.5) line spacing.
- Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.

- The Electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- All documents that need a signature as part of the Electronic Proposal shall be signed in blue or black ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer's Authorized Representative at the right-top corner of every page. Electronic signatures are accepted.
- Electronic documents must be sealed with the Proposer's Corporate Seal when applicable.
- Electronic Proposals' cover pages shall include the Proposer's name, contact information, and mailing address, the RFP submission date, and the RFP title. The responses shall be addressed to:

[Procurement@prcda.pr.gov](mailto:Procurement@prcda.pr.gov)

**Attn:** Norberto Pérez O'Neill, Esq. MBA  
Deputy Executive Director  
Puerto Rico Convention Center District Authority

- Electronic Proposal documents shall be organized as per the Proposal Checklist included as **Exhibits A-1, A-2, and A-3**.
- All blanks on Exhibits and any other document must be completed by the Proposer. In fields that do not apply to certain Proposers, N/A (not applicable) shall be written. If filled in handwriting, documents must be completed in print type using blue color ink.
- Below each signature, the full name of each signatory must be included.

## **5.2. Proposal Execution**

The Proposals must be properly executed by an authorized representative of the Proposer. To constitute proper execution, the Proposal shall be in strict compliance with the following:

- **Individuals:** Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- **Partnerships:** Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If the authorized representative signs the Proposal, a power of attorney, dated and executed by all partners of the Proposer, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer.
- **Corporations:** Proposals submitted by corporations shall state the correct name of the corporation and must be signed by an authorized officer, whose authority to bind the corporation must be evidenced by the corresponding corporate resolution. The title or position occupied by the corporate officer executing the Proposal shall appear below the signature.
- **Joint Venture:** Proposals submitted by a joint venture shall be signed by all members of the joint venture. If the Proposal is signed by only one member of the joint venture entity, the

Proposal shall be accompanied with a copy of the joint venture agreement evidencing that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the date and time specified for proposal submission.

### **5.3. Proposal Electronic Submission**

Proposals are to be submitted on the Proposals Due Date stated in Section 4.3 of this RFP. Responses to the RFP submitted after the prescribed deadline will not be allowed. Submissions of responses to the RFP will only be accepted by electronic means. Proposers are advised that the PRCCDA will neither require nor accept physical proposal submissions, whether by courier, FedEx, UPS, DHL, personal delivery, or similar physical means. If Proposals are submitted in both electronic and paper formats, the PRCCDA will only consider the electronic format for evaluation.

Proposals must be submitted via email to *Procurement@prcda.pr.gov* within the closing date and time for Proposals as established in Section 4.3 of this RFP.

#### **5.3.1 Prior Submission**

Prior to Electronic Proposal submission via email, Proposer must take into consideration the following:

- Check your internet connection before starting to upload the Electronic Proposal documents.
- As the due date time draws near, heavy traffic on the web server may cause delays. Plan and leave ample time to prepare and submit your proposal. Proposers bear the risk of website inaccessibility due to heavy usage in the final hours before the RFP closing time.
- The Proposer must submit the Mandatory Requirements, Qualifications and Work Approach, and the Cost Proposal Requirements in the identified sections at the website.
- The documents must be submitted in PDF Format (searchable PDF Format is recommended). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File. The maximum upload size for each document or compressed file is 500 MB.
- The Proposer is solely responsible for "on-time" submission of their Electronic Proposal. PRCCDA will only consider Electronic Proposals that have been transmitted successfully within the RFP requested format.
- During the document upload process, the Proposer will be able to click on the documents and have a preview of the uploaded document. Incomplete Electronic Proposals, with errors, or if viruses or corrupted files are found after the upload, will not be accepted.
- During the submission period, Proposers experiencing any technical difficulties may contact the PRCCDA at *Procurement@prcda.pr.gov* who will assist or coordinate assistance during business hours.
- If the CDBG-DR website fails during the submission period, on or before the scheduled time deadline, the PRCCDA will provide instructions via Addendum to the Proposers.

#### **5.3.2 Proposal Upload Files**

Proposers shall upload their Electronic Proposals on PDF Format files, as follows:

- **“Mandatory Requirements” (Submission Requirements)** - include a digital cover page with the name of the Proposer and the RFP number. The contents of this Section shall include all documents required by **Exhibit A-1 (Mandatory Requirements Proposal Checklist)**. Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN\_[Exhibit #]\_[Last 6 Digits of RFP Number (Ex. 2025-02)]\_[Proposer Entity Short Name or Acronym]
- MAN\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Mandatory Requirements files:

- MAN\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

- **“Qualifications and Work Approach” (Technical Proposal)** - include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-2 (Qualifications Proposal Checklist)**. Proposers are suggested to submit a redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:

- QUAL\_[Exhibit #]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- QUAL\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Qualifications and Work Approach files:

- QUAL\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

- **“Cost Proposal Requirements” (Cost Proposal Checklist)** - include a digital cover page with the name of the Proposer and the RFP number. The contents shall include all documents required by **Exhibit A-3 (Cost Proposal Checklist)**. Proposers are suggested to submit a



redacted copy at the time of submission of their response, if Proposers identify, modify, edit, revise, and remove trade secrets, proprietary information, or privileged and confidential information. For details in the submission of a redacted copy, see Section 9.14 of this RFP.

For single document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST\_[Exhibit #\_\_]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]
- COST\_[Document Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

For merged document upload, the following identification key is suggested when naming the Cost Proposal Requirements files:

- COST\_[File Name]\_[Last 6 Digits of RFP Number]\_[Proposer Entity Short Name or Acronym]

Once the Electronic Proposal is submitted via email, the Proposal is "locked" in the system until PRCCDA completes its evaluation. Therefore, the Proposer must assure that all documentation required by the RFP has been correctly uploaded at the submission due date. The Proposer must be aware that modification to the Electronic Proposals will not be allowed once submission via email is completed.

## **6. Evaluation Requirements**

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Each complete package of a Proposal shall be responsive in all material respects to enable the evaluation of Proposals. The Evaluation Committee will evaluate responsiveness in accordance with the following criteria:

### **6.1. Mandatory Requirements (Pass/Fail)**

Proposers shall comply with the following Mandatory Requirements in order for their Proposals to be evaluated on their technical and cost aspects. **Mandatory Requirements will be scored as either "Pass" or "Fail"**. If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will "Pass" the Mandatory Requirements evaluation. If the Proposal does not meet all Mandatory Requirements of this RFP, the Proposal will "Fail" the Mandatory Requirements evaluation. **Failure to comply with all of the Mandatory Requirements of this RFP will result in the disqualification of the Proposer.** However, the PRCCDA reserves its right to request additional information to address minor irregularities and minor instances of non-compliance. Mandatory Requirements for this RFP are as follows:

**6.1.1. Proposal Submission:** Proposal must be submitted within the closing date and time for Proposals as established in Section 4.3 of this RFP.

- 6.1.2.** Evidence your registration in the Registry of Providers (“RUP”) of the Puerto Rico General Services Administration. If Proposer has not been able to obtain a RUP by the Proposal Due Date, he should submit evidence of having formalized the request at the General Services Administration.
- 6.1.3.** Evidence of commitment to complying with all applicable Federal and Puerto Rico Law.
- 6.1.4.** Complete and Included Attachments.
- 6.1.5. Financial Requirements:** Proposer must demonstrate having adequate financial resources to perform required services under the Contract. The Proposer shall provide the following financial information to allow PRCCDA to a its financial capability:

**6.1.5.1. Year-End Information**

- Year-end audited, reviewed, or compiled financial statements for the most recent two years of operations issued by a Certified Public Accountant (CPA) and prepared in accordance with US Generally Accepted Accounting Principles (US GAAP) for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The financial statements must include Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
- Copy of income tax returns for the same **two (2) years** covered by the financial statements.
- If Proposer has not been in existence or did not conduct business within the year prior to the RFP submission date, it must provide the information with respect to each Principal, Stockholder, Partner or Member:

**6.1.5.2. Year to Date (interim) Information**

- Year-end audited, reviewed, or compiled financial statements for a period ending not later than **sixty (60) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.

**6.1.5.3. Line of Credit Availability or Cash.**

- Certification from a bank or financial institution, dated **within sixty (60) days** before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email, and

phone number. The amount required of the unencumbered line of credit, available cash balances, or a combination thereof, sufficient to cover 90 days to fund the services under the RFP.

- If the Proposer plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement duly signed by an authorized officer of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP.

**6.1.5.4. Pending Litigation.** Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information:

- Parties involved;
- Case number;
- Nature of cause;
- Amount involved; and
- Probability of loss.

**6.1.5.5. No Bankruptcy.** Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, stating that the Proposer is not in bankruptcy, receivership or in any other condition, preventing the Proposer from a total or partial administration or disposition of its property.

**6.1.5.6. Principals, Stockholders, Partners, or Members Information, if Applicable.** If Proposer has not been in existence or did not conduct business **within the year** prior to the RFP submission date, it must also provide the following information with respect to each Principal, Stockholder, Partner or Member:

- Sworn statement executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, indicating the Principals, Stockholders, Partners or Members of the Proposer and their business participation.
- Copy of income tax returns for the most recent two (2) years for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer.

- Year-end financial information (only for those Principals, Stockholders, Partners or Members of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer):
  - If the Stockholders, Partners, or Members are not individuals - year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a CPA and prepared in accordance with US GAAP. The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements. If any of the entities have more than one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.
  - If the Stockholders, Partners, or Members are individuals - compiled personal financial statements as of a period ending not later than **sixty (60) days** before the Proposal submission date, issued by a CPA and prepared in accordance with US GAAP.
- Interim financial information - if the Stockholders, Partners, or Members are not individuals, holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer:
  - Most recent interim (year to date) financial statements for a period ending not later than **sixty (60) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- Certification executed by an authorized representative of the Proposer, dated not later than **sixty (60) days** before the Proposal submission date, indicating the business entities in which all the Principals, Stockholders, Partners, or Members of the Proposer are involved.
- Line of Credit or Cash Availability:
  - Third party certification from a bank or financial institution, dated **within sixty (60) days** before the Proposal submission date, stating experience, account balances, and availability of lines of credit with their terms and conditions for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email and phone number. The amount of the unencumbered line of credit, available cash balances, or a combination thereof required, is for a minimum of **\$100,000.00**.

- If the Principals, Stockholders, Partners or Members plan to use their own cash balances to fund the services to be provided by the Proposer under the RFP, or a combination of a line of credit and their own cash balances, they must provide a statement duly signed by each Principal, Stockholder, Partner or Member of the Proposer providing the line of credit and/or cash funds, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that their cash balances will be available and used to fund the services under the RFP.

The information submitted will permit a Pass or Fail grading following a scoring process by the PRDOH regarding the financial capability of each Proposer through the evaluation of the following financial requirements and grading.

<b>Financial Requirement</b>	<b>(Entities with one year or more in operation)</b>	<b>(Entities less than one year in operation)</b>
Year-end Financial Statements Analysis	40%	20%
Interim Financial Statements Analysis	15%	15%
Line of Credit and/or Bank Accounts	20%	20%
Pending Litigation	10%	10%
No Bankruptcy	15%	15%
Principals, Stockholders, Partners, or Members Information	n/a	20%
<b>Total</b>	<b>100%</b>	<b>100%</b>

**Table 2**

**A total grading of 70% or more is required to obtain a rating of “Pass”.**

The financial information requested is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right, without limitations, to: (i) modify the requirements of the information, (ii) request additional information or clarification during the evaluation process, and (iii) if appropriate, modify the minimum score requirements; all in the best interest of PRCCDA's obligations under the CDBG-DR Action Plan.

All documents authorized by a Notary Public outside of Puerto Rico jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk, or corresponding entity of the State government.

- 6.1.6. Conflicts of Interest:** For compliance with this Mandatory Requirement the Proposer must submit with his response to this RFP: **Exhibit D** (Non-Conflict of Interest Certification), **Exhibit E** (Non-Conflict of Interest on Existing or Pending Contracts with PRDOH), **Exhibit F** (Limited Denial of Participation Affidavit), **Exhibit G** (Certification Regarding Debarment).

Suspension, Ineligibility, and Voluntary Exclusion), **Exhibit H** (Non-Collusive Affidavit), and **Exhibit I** (Sworn Statement Under Act 2-2018), duly completed and notarized, if applicable.

**6.1.7. Other Required Documents:** For compliance with this Mandatory Requirement the Proposer shall submit the following documents duly completed: **Exhibit J** (Anti-Lobbying Certification), **Exhibit K** (Authorization for Background and/or Financial Information), **Exhibit L** (Proposer's Prior Performance Certification), and **Exhibit M** (Certifications and Representations of Offerors (Non-Construction Contracts)).

## **6.2. Qualifications Requirements**

Proposer shall comply with each of the following requirements to qualify for the next phase of the evaluation of the Proposal. However, PRCCDA reserves the right to waive minor irregularities and minor instances of non-compliance. Qualification requirements will have a total maximum score of **thirty (30) points**.

**6.2.1. Capacity to Provide Services:** Proposers shall provide the following information with their responses.

- **Cover letter:** The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer's commitment to providing the services at the price and schedule proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members. **(2 points)**
- **Executive Summary:** The executive summary should include a brief overview of the **project** and the key staff who will be responsible for the services to be provided. **(2 points)**
- **Profile.** Brief history of the firm and, if applicable, First-Tier Subcontractor, as related to A/E services. Proposers and, if applicable, First-Tier Subcontractors shall provide the information requested herein. **(5 points)**
- **Identification.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's Tax-ID, Data Universal Numbering System (DUNS) Number, and year of establishment. Proposers shall provide all the information requested as part of **Exhibit B** (Statement of Qualifications). **(2 points)**
- **Form of Business.** The Proposer's and, if applicable, Team Members and/or First-Tier Subcontractor's form of business (e.g., corporation, non-profit corporation, limited liability company, professional services company) and detail the names, telephone numbers and email addresses of its officers, directors, members and any partners, if applicable, as well as the persons the PRCCDA should contact regarding the Proposal. Proposers shall provide the information requested herein as part of **Exhibit B** (Statement of Qualifications). **(2 points)**
- **Organizational Chart.** An Organizational Chart for the services. The Proposer's organizational chart shall include the required number of personnel, role and responsibilities, name of resource(s) or subcontractor(s), and resume or professional information. **(2 points)**
- **Integrity.** Has the Proposer or any of its Team Members and/or First-Tier Subcontractor, if applies been involved in any criminal, civil, or administrative suits, actions, investigations,

litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five-year period prior to the date of the Proposal Due Date? If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed. Also include an opinion from an attorney discussing whether the services will be impacted by the litigation. Proposers shall provide the information requested herein as part of **Exhibit B (Statement of Qualifications)**. **(2 points)**

- **Current contract/projects.** Provide a list of ongoing contracts/projects and projected termination dates. Also, include the level of effort in such projects of the Key Staff proposed for the services. The Proposer's ongoing contracts/projects will be evaluated for their potential to affect the provision of the services requested. If the Proposer is composed of various entities (e.g. a Joint Venture), then ongoing contracts/projects shall be provided for all entities. Proposer shall provide the information requested herein as part of **Exhibit B (Statement of Qualifications)**. **(3 points)**

**6.2.2. Comparable Projects: This part of the Proposer's Qualifications will have a maximum score of 5 points.**

Proposer must provide a list of at least three (3) comparable projects, current or **within the last ten (10) years**, where the Proposer had provided services similar in scope to the herein required. These Projects, and their data, will be provided by the Proposer in **Exhibit C (List of Comparable Projects)**. Team Member and/or First Tier Subcontractors comparable projects may be considered as part of the evaluation of the Proposer's comparable projects evaluation. In order to consider Team Member and/or First Tier Subcontractors comparable projects, the Proposer must provide documentation within the Proposal demonstrating the relationship between the Proposer and any of its Team Members and/or First Tier Subcontractor/s to allow the PRCCDA to verify and combine the collected experiences. The evaluation of this section will be done taking in consideration the submitted information regarding the relationship and qualifications of Team Members and/or First Tier Subcontractor/s, if provided. **(5 points)**

**6.2.3. Reputation and Managerial, Organization, and Technical Capabilities: This part of the Proposer's Qualifications will have a maximum score of 5 points.**

For Key Staff as related to the engagement the Proposer must provide résumés including the name of resources to be assigned, education, copy of licenses and certifications, years of experience, including start and end dates for each job position (s) and project (s). The Proposer must fill the pertinent Key Staff member's information as part of **Exhibit B (Statement of Qualifications)**. Refer to **Attachment 1 (Scope of Service)** for detailed

requirements and roles of each Key Staff. Key Staff that will be required as part of the responses to this RFP include the following: **(5 points)**

- Licensed Senior Design Manager
- Engineer or Architect in Training
- Design Draftsman
- Electrical Engineer
- Structural Engineer
- Mechanical Engineer
- Environmental Engineer
- Geotechnical Engineer
- Landscape Architect

### **6.3. Work Approach**

Each Proposer shall draft and submit a Work Approach document as part of the Proposal. **The Work Approach will have a total maximum score of 30 points.** The document shall clearly state the following:

Provide a detailed explanation as to how Proposer would approach and manage the engagement to ensure maximum effectiveness, efficiency, transparency, and positive outcomes. Proposers are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement. Proposers should provide information that will enable the PRCCDA to evaluate the ability to timely and completely complete the scope of A/E Services and Deliverables required for the Project.

The Work Approach responses shall not exceed ten **10 pages**. Responses that exceed the page limit will only be evaluated up to the contents of page 10. Content beyond this point will not be considered in the evaluation.

## **7. Preference for Section 3 Business Concern and/or MWBE Business**

PRCCDA shall provide a preference in the evaluation criteria of the method of rating, for a greater participation of Section 3 Business Concern **(2.5 points)** and/or M/WBE Registered Puerto Rico Business.

Proposers seeking Section 3 preference must be able to demonstrate that they meet one of the following criteria:

- Fifty-one percent (51%) percent or more owned by Section 3 residents; or
- Has permanent, full-time employees at least thirty per cent (30%) of whom are currently Section 3 residents, or **within three (3) years** of the date of first employment with the business concern were Section 3 residents, or
- Has subcontracted or a commitment to sub-contract in excess of twenty-five percent (25%) percent of the total dollar award of all sub-contracts to be awarded to such businesses described above.



You can locate the Section 3 or M/MWBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.

- <https://cdbg-dr.pr.gov/en/download/section-3-policy/>
- <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
- <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>
- <https://cdbg-dr.pr.gov/download/politica-mwbe/>

Supporting evidence to substantiate Section 3 status can include; (i) Evidence of business ownership (e.g. Articles of Incorporation, By Laws, proof of fifty one percent (51%) company ownership, Partnership Agreement); (ii) Evidence of employees of the business (e.g. roster of permanent full time employees, Section 3 Resident Self Certification Form for each employee who qualifies as newly hired Section Resident employee); (iii) Duly signed letter evidencing subcontracting at least twenty-five percent (25%) of the dollar amount.

Proposers seeking M/WBE preference should provide a copy of their M/WBE certification to evidence their status.

## **8. Cost Proposal Requirements**

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A Cost Proposal will be submitted by the Proposers and proposed A/E Service fees shall be presented in the Cost Form attached hereto as **Exhibit N (Cost Form)**. The Proposer's A/E Service fees compensation will be distributed as follows:

- Services will be compensated by Task.
- The Proposer will be compensated based on hours worked and hourly rates for each of the Key Staff properly identified.

The Cost Proposal Requirements will have a total maximum score of **thirty-five (35) points**.

The Subrecipient may perform a cost reasonableness analysis of the prices submitted by Proposer(s). After the Technical Evaluations completed, and initial Price Proposals are reviewed, the PRCCDA may exercise its option to negotiate.

## **9. Proposal Evaluation**

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Proposals will be evaluated by the PRCCDA as described in the following sections.

### **9.1. Evaluation Committee**

An Evaluation Committee will be appointed by the PRCCDA. The Evaluation Committee may rely on specialized advisers, consultants, and/or subject-matter experts to complete the review and rating of the different sections of this RFP, as well as make final recommendations to the PRCCDA Bid Board.

### **9.2. Proposal Scoring**

**Table 3** below, presents the maximum points for the Mandatory, Technical Requirements and Cost Proposal requirements. For details regarding the distribution of each technical aspect of the Proposal refer to the corresponding section. **Table 3** also considers the Preference of **5 points** for Section 3 Business Concern or an MWBE Business.

<b>Criteria</b>	<b>Maximum Points</b>
Mandatory Requirements (Section 6.1)	Pass/Fail
Qualifications (Section 6.2)	<b>30 Points</b>
Work Approach (Section 6.3)	<b>30 Points</b>
Preference Section 3 Business Concern (Section 7)	<b>2.5 Points</b>
Preference M/WBE (Section 7)	<b>2.5 Points</b>
Cost Proposal (Section 8)	<b>35 Points</b>
<b>Maximum Total Proposal Score</b> (including Preference)	<b>100 Points</b>

**Table 3 - Proposal Scoring**

Proposals will be evaluated on their technical capabilities, namely the Proposer's qualifications and work approach, and a score for each criterion will be assigned based on the maximum allowable points stated in **Table 3**.

Once the technical evaluation of the Proposals is completed, the evaluators will evaluate the Cost Proposals submitted by the "Qualified Proposers" and will combine the technical and economic aspects of the "Best Value" and most advantageous to the PRCCDA. To be considered a "Qualified Prosper", Proposer need to achieve a technical score greater than or equal to **70 points**.

Cost Proposals of the "Qualified Proposers" will be awarded points based on the following formula:

$$\text{Cost Proposal Points} = \frac{\text{Lowest Proposal Cost Received}}{\text{Proposal Cost}} \times [\text{Max. Cost Proposal Points}]$$

### **9.3. Responsiveness Review**

The PRCCDA Procurement personnel will review all proposals to ascertain that they are responsive to all submission requirements. Proposals shall be complete in all material respects to be considered for evaluation. Proposals that meet all the requirements that will enable the Evaluation Committee to decide on the qualifications and viability of the proposal will be deemed responsive. The Evaluation Committee will review all responsive proposals.

### **9.4. Evaluation guidelines**

- **Level of importance description**

- **Critical:** Criterion is essential to the quality of performance and successful completion of the project. Failure to meet this criterion is of serious concern to the PRCCDA.
- **Important:** Criterion is not critical but essential to the success of the project. Failure to meet this criterion may indicate the Proposer's inability to perform the project successfully or may require close supervision by the PRCCDA.
- **Pass/Fail:** Criterion is a requirement. Failure to meet this criterion can be resolved administratively without affecting the project's performance or may be cause for rejection of the Proposal.

#### 9.5. Rating

- **Excellent:** The Proposal demonstrated the Proposer's ability to meet or exceed the PRCCDA's requirement.
- **Good:** The Proposal demonstrated the Proposer's ability to meet the PRCCDA's requirement.
- **Fair:** The Proposal is unclear as to the Proposer's ability to meet the PRCCDA's requirements.
- **Poor:** The Proposal does not demonstrate the Proposer's ability to meet the PRCCDA's requirements.
- **Not Responsive:** The proposal was not responsive to the criteria.

#### 9.6. Evaluation Ranking Description

- **Highly Qualified:** Proposal received a rating of "excellent" for at least one (1) criterion with a level of importance of "Critical" and at least a "Good" or better in all other criteria.
- **Qualified:** Proposal received a rating of Good or better for each criterion with a level of importance Critical and Fair or higher for all other criteria.
- **Not Qualified:** Proposal received a rating of Fair for one (1) or more criteria with a level of importance of Critical, or Poor or Non-responsive rating to any of the criteria.
- **Not Responsive:** Proposal received a rating of not responsive in one (1) or more criteria with a level of importance of Critical or Important or failed to meet a critical requirement to perform services.

#### 9.7. Technical Evaluation

The Evaluation Committee will perform a comprehensive evaluation of all responsive proposals in a fair and impartial manner. The evaluation shall be conducted following the evaluation process described in this RFP.

Once the Evaluation Committee has completed a preliminary evaluation of proposals, it may elect to establish a short list of proposers. Only those proposals deemed to be qualified to successfully perform the services required, as evidenced by the supporting documentation provided, will be considered for in the shortlist. In the determination of "Qualified Proposer", the Evaluation Committee will also consider the submission of a Certification for Section 3 compliance and M/WBE.

#### 9.8. Shortlist

If the Evaluation Committee decides that it is in the best interest of the PRCCDA to establish a shortlist of proposers, the Evaluation Committee may invite shortlisted proposers to make an oral presentation, submit clarifications, respond to questions, or submit additional information.

The PRCCDA reserves the right to, but is not obligated to, request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined. If required by PRCCDA, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

#### **9.9. Presentations**

The PRCCDA reserves the right to, but is not obligated to, request and require that any or all Proposers provide a formal presentation of its Proposal at a date and time to be determined. If required by PRCCDA, it is anticipated that such presentation will not exceed two (2) hours. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

#### **9.10. References**

At the option of the PRCCDA, the Evaluation Committee may call for references (**Exhibit O**) of shortlisted proposers only. This step is available to the Evaluation Committee at its own discretion. The PRCCDA reserves the right to consider additional references on the performance of proposers on relevant projects, including but not limited to PRCCDA's projects and other entities' projects not submitted by the proposer as a reference in its proposal.

#### **9.11. Price Proposal**

Upon completion of the technical evaluation and shortlist, if any, the Evaluation Committee will proceed to evaluate the cost proposals of those firms/teams whose proposal is deemed to possess the qualifications and experience necessary to successfully perform the services required. The evaluation of the price will be based on its reasonableness, the value offered to the PRCCDA, the Government of Puerto Rico, and its citizens.

#### **9.12. Overall evaluation and Final Recommendation**

The Evaluation Committee will perform a final evaluation of proposals based upon the evaluation criteria in the RFP considering the information provided in proposals and subsequent information and clarifications requested. The evaluation Committee will consider the Proposer's ability to perform, the value offered in their proposal, and the reasonableness of the price proposed. Upon completion of the evaluation process, the Evaluation Committee will prepare a report establishing the ranking of Proposers based on the evaluation criteria. The Evaluation Committee will make a recommendation to the Procurement Director.

#### **9.13. Negotiations**

The Evaluation Committee may recommend discussion and negotiations with "Qualified Proposer(s)". Negotiations are exchanges between the PRCCDA Procurement Area and Proposers that are undertaken with the intent of allowing the Proposers to revise their Price Proposals. The primary objective of discussion is to maximize the PRCCDA's ability to obtain the best possible offers, based on the requirements set forth in the RFP. The PRCCDA may elect to request the submission of best and final offers from one or more of the highest qualified proposers or shortlisted proposers, if any.

#### **9.14. Best and Final Offer (BAFO)**

The PRCCDA reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the PRCCDA chooses to invoke this option, the evaluation committee will consider in its final evaluation any information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

#### **9.15. Selection and Award Process**

After final recommendation from the Evaluation Committee, negotiations, and best and final offer, if any, the Procurement Director will present the final recommendation to the PRCCDA Bid Board. The recommendation shall be based on the "Qualified Proposer" with the Proposal, conforming to this RFP, which obtains the highest ranking. After considering the final recommendation from the Evaluation Committee and the Procurement Director, the PRCCDA Bid Board will issue a resolution to award or cancel. The resolution to award from the PRCCDA Bid Board shall include a determination that costs are reasonable.

Prior to award of a contract, the PRCCDA must obtain Contractor and First Tier Sub-Contractor clearance. To obtain clearance, the PRCCDA will search <https://www.sam.gov/SAM/> to verify whether the Contractor and First Tier Sub-Contractor is or not debarred. Therefore, the Proposers and First Tier Sub-Contractor must be registered in the System for Award Management (**SAM**) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. For more information about SAM go to <https://www.sam.gov/SAM/>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

#### **9.16. Rejection of Proposals and Cancellation of RFP**

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico, PRDOH and/or the PRCCDA to award a Contract. The PRCCDA reserves the right, without limitations, to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest, the Government of Puerto Rico, the PRCCDA, or the impacted communities.

The PRCCDA reserves the right, without limitations, to disregard or waive any noncompliance, informalities and/or irregularities in the Proposals received in response to this RFP, not otherwise identified as Mandatory Requirements and Qualifications of this RFP, when in its opinion, the Public Interest, the best interest of the Government of Puerto Rico, the PRCCDA, or of the impacted communities will be served by such action.

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

Upon completion of the RFP process, the PRCCDA will make public its report regarding the qualification, procurement, and selection process, which shall contain certain information related to this RFP process, except trade secrets, proprietary information, or privileged and confidential information of the Proposers, so identified by Proposers. Accordingly, all Proposers are suggested to submit a redacted copy of their Proposal at the time of submission. For clarity, "redacted copy" refers to a copy of the Proposal that has been modified, edited, or revised and any confidential or sensitive information has been removed. The PRCCDA reserves the right, without limitations, to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Proposer, the PRCCDA will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by the PRCCDA.

The PRCCDA cannot guarantee that confidentiality or proprietary claims made by a Proposer, in any way, will be honored. Due to the nature of this RFP, some confidentiality or proprietary claims cannot be assured. Provision of any information marked as confidential or proprietary shall not prevent the PRCCDA from disclosing such information if required by law. The ultimately awarded Contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

Any and all information, be it trade secrets, proprietary or confidential information submitted as part of this RFP will be made available to the PRDOH, HUD, the U.S. Office of Inspector General, or any other federal or state agency that requires said information for program evaluation and compliance purposes.

### **10. Administrative Review and Appellate Remedies**

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The party that considers itself having been adversely affected by the Notice of Award or award determination of the PRCCDA Bid Board, made in relation to this RFP, may file a Request for Administrative Review before the Bid Review Board of the General Services Administration. **Only after exhausting an administrative review process may the adversely affected party file for a review at the Puerto Rico Court of Appeals.**

The applicable terms for the filing of an administrative review and for a judicial review petition before the Puerto Rico Court of Appeals in relation to an action or lack of action by the Bid Review Board, shall be those established in Act No. 73-2019 and Act 38-2017, Sections 3.19 and 4.2, as amended. Simultaneously with the filing of a Request for Administrative Review and of a Judicial Review, the petitioner shall submit a copy of the petition to all the parties in the procedure and to the PRCCDA.

#### Request for Administrative Review

**Within ten (10) calendar days** from the deposit in the US Postal Service mail (Federal Mail) or from the notification via email of the notice of award, whichever occurs first, an adversely affected party may file a **Request for Administrative Review before the Bid Review Board of the General Services Administration** ("Review Board"). This is a jurisdictional term not subject to any extension. **Failure to timely file the petition for administrative reconsideration will preclude the General Services Administration Reviewing Board from considering the same.**

**Within ten (10) calendar days** of the submission of the request for administrative review, the Reviewing Board shall determine if it will uphold the request. If within that period, the Review Board determines to uphold the request, it will have a term of **thirty (30) calendar days**, from the expiration of the **ten (10) calendar days** that the Board had to uphold, to reach a determination. The Review Board may extend the **thirty (30) calendar days** term, only once, for an additional **fifteen (15) calendar days**.

If any determination is made in the administrative review, the term for requesting the judicial review appeal to the Court of Appeal shall begin to run from the date in which it was deposited in the federal mail or notified by email, whichever comes first. A copy of the notification of the decision of the Review Board of the Administration of General Services adjudicating the request for administrative review is to be attached. If the Review Board fails to take any action in relation to the administrative review, within the terms set forth in this Law, it shall be understood as that it has been rejected outright, and from that date runs the term to file the appeal for judicial review. The filing of the request for administrative review before the General Services Administration Auction Review Board is a jurisdictional requirement before filing a request for judicial review with the Court of Appeal.

#### Judicial Review

**Within twenty (20) calendar days** from the deposit in the US Postal Service mail (Federal Mail) or from the notification via email of the notice of award, whichever occurs first, being the adjudication of the administrative review before the Review Board or the expiration of the term for the Review Board to take action, an adversely affected party may file a Judicial Review. This is a jurisdictional term not subject to any extension.

The mere filing of a request for administrative review before the General Services Administration Review Board or filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

**END OF RFP**



## **ATTACHMENT 1 SCOPE OF SERVICES**

**Request for Proposals (RFP)**

**Architectural/Engineering Design Services for Improvements**

**to Fernández Juncos Avenue and Connectors**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery (CDBG-DR)**

**Puerto Rico Convention Center District Authority**

**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

### **1. Introduction**

The Puerto Rico Convention Center District Authority (PRCCDA) seeks Professional Architectural/Engineering Services (A/E Firms or Proposer) for the design of infrastructure improvement of a segment of the Fernández Juncos Avenue and Streets #3, #5 and Ramón Power, located in Puerta de Tierra, San Juan. This document defines the services that the Proposer must perform on behalf of the PRCCDA as a component of the Navy Pier / Bahía Urbana Project, under the Economic Development Investment Portfolio for Growth (IPG) Program of the Puerto Rico Department of Housing (PRDOH), Community Development Block Grant - Disaster Recovery (CDBG-DR) Program.

The PRCCDA's expectation for the Project is to enhance and significantly upgrade the southern connector to Old San Juan, providing a modern network that reinforces accessibility to the area known as the "Navy Frontier Site" located in the "Puerta de Tierra" Ward of the San Juan Islet, Puerto Rico with an allocation of funds from the IPG Program. The site's existing conditions create an interruption of the potential connection between the Old San Juan Islet and the Convention District, Condado & Miramar areas. These are San Juan's main touristic areas; creating a walkable, pleasant connection between them will further drive tourism and economic growth in the area. The Fernández Juncos Avenue is a state road also known as PR-1 which is maintained by the Department of Transportation and Public Works (DTPW).

The project aims to improve existing infrastructure and modernize the circulation networks by providing greater security, improving walkability, presenting an enjoyable and welcoming doorway to Old San Juan, enhancing the visitor experience, offering better facilities to area residents and benefiting local economic development as whole.



As part of the Scope of Services the PRCCDA is providing all Proposers with the project's **Conceptual Design (Exhibit Q)**. At the time of issuance of RFP No. CDBG-DR-IPG-PRCCDA-2025-03, an A/E Firm is preparing the 30% Schematic Designs as to comply with the Federal government's environmental standards. The Selected Proposer will receive a "Transfer Package" with the 30% schematic plan and is expected to continue design to reach the 100% construction design and permits, assist with bid documents, and Supervise during the construction, among other Tasks.

## 2. Project Description

The Project (**Fernández Juncos Avenue Improvements**) consists of street and infrastructure improvements to the Fernández Juncos Avenue plus improvements to Street No. 3, No. 5 and Ramón Power.

The boundaries and coordinates of the infrastructure improvements proposed along Fernández Juncos Avenue and its north-south connector streets are:

- **Fernández Juncos Avenue** extends approximately 4,964.7 linear feet from the western point in front of Pier 7, to the eastern point in front of Navy Frontier and 5th Street, with the following coordinates: Western coordinates (18.464733, -66.104399) to Eastern coordinates (18.462036, -66.090406) (**Figure 1**).
- **Ramón Power Street** spans around 612.0 linear feet from the northern point at Luis Muñoz Rivera Park to the southern intersection with Fernández Juncos Avenue, with the following coordinates: Northern coordinates (18.4641036, -66.092716) to Southern coordinates (18.462656, -66.093289 W) (**Figure 2**).
- **Street 3** runs about 177.5 linear feet from northern point to the southern intersection with Fernández Juncos Avenue, with the following coordinates: Northern coordinates (18.462778, -66.091667) to Southern coordinates (18.462698, -66.089267) (**Figure 3**).
- **Street 5** spans approximately 745.8 linear feet, from the northern point at Luis Muñoz Rivera Park. Pedestrians will walk 721 linear feet, then cross Constitution Avenue via a proposed 60-foot linear speed hump. The northern coordinates are (18.462698, -66.089267) and the southern coordinates are (18.462036, -66.090406) (**Figure 4**).



Figure 1- Proposed Fernández Juncos Avenue Improvements and connectors



Figure 2- Ramón Power Street



Figure 3- Street #3



Figure 4- Street #5



### 3. Scope of Services

The improvements to Fernández Juncos Avenue and the north-south connectors include the design and construction of new streetscape, landscape, street lighting, sidewalks, traffic control, signaling, and stormwater management for Fernández Juncos Avenue and its connectors. It is important to note that the stormwater management system will not be replaced but enhanced to ensure its efficiency and integration with the new infrastructure. Additionally, improvements to the sanitary sewer system are included as part of the project. However, the project does not include gas line improvements, but telecommunications as needed.

Moreover, the project intends to bury the aerial utilities and telecommunication lines to improve community resiliency. Likewise, it includes the installation of traffic calming devices or speed humps on Street 5 for enhanced pedestrian safety and flow along Ramón Power Street and Calle 5, both of which connect to Constitución Avenue and Luis Muñoz Rivera Park. The three aforementioned connectors will be equipped with appropriate signage as needed, ensuring clear and effective wayfinding for both pedestrians and vehicles, enhancing safety and accessibility throughout the area.

The project will include various types of electrical connections, including main connections located at the Covadonga parking lot in Old San Juan. Likewise, there will be two (2) electrical connections for proponent's consideration located at the north of the subject property, such connections are: connection #10 with coordinates (18.4620729 N, 66.0914585 W) and connection #20 with coordinates (18.4625188 N, 66.0935600 W). The electrical infrastructure to be implemented will adhere to established technical and safety standards, ensuring complete conformity with the relevant regulatory authorities. The electrical feeder will be installed underground.

#### **Other Project Components:**

It is the intent of the designer to include any of the following components, subject to the agencies' approval and final recommendations:

- i. **Bikeways (Safe Bicycle Connections)** – Two-lane bikeways are proposed. Each with a standard width of 8'-0" along the entire length of the area to be impacted by the project. These bikeways will be protected from vehicular traffic with buffers such as planting strips. Bikeways provide area residents and visitors with an alternate method of transportation and recreation, for an area that is presently mostly served by private vehicles.
- ii. **Sidewalks & Public Space Enhancements** – Along the entire length of the project, sidewalks on both sides of the Fernández Juncos Avenue will be widened to a minimum clear path of 8'-0", to provide safe and continuous pedestrian

circulation. In some areas the width of the sidewalks will be further extended to add interest and include urban furniture. Street furniture, trees and/or planting strips will work as buffers between pedestrians and vehicular traffic and/or bike lanes. In existing sidewalks that already comply with the minimum width of 8'-0", minor modifications will be made such as installing cohesive and uniform design language and materiality.

- iii. Landscaping & Trees – The length of the proposed sidewalk and street improvements will integrate landscaped areas and trees. In most cases these landscaped areas will act as a buffer, providing protection to pedestrians and cyclists from vehicular traffic. The areas with vegetation will improve stormwater management and create a pleasant pedestrian environment. Trees will encourage pedestrian use by providing shade along the walking path and in the seating areas. The landscaping will contribute to the city's biodiversity, will provide oxygen and filter water that percolates to the soil.
- iv. Permeable Surfaces – The sidewalks and bikeways will employ porous concrete or asphalt to increase water infiltration in the area and aid in storm water management. The permeable surfaces will allow water to drain naturally through it, reducing runoff through direct absorption.
- v. Urban Furniture – At some locations, where the width of the sidewalk allows, urban furniture such as seating, bike racks, charging stations, waste & recycling receptacles, and bollards will be installed. The urban furniture will be located between the curb and the clear path of the sidewalk. Urban furnishings will be intertwined with green infrastructure or landscaping. Seating areas, located where people are likely to congregate or wait, will provide pedestrians with a place to pause and rest, while promoting a walkable environment. Strategically located waste receptacles will help maintain a clean environment and should be provided near corners, crossings, retail areas, bus stops or seating areas. In lower density local residential streets, street furniture shall be limited. The bollards will be used only where necessary to separate pedestrians and other non-motorized traffic from vehicles, or to define pedestrian spaces. The minimum clearance around a bollard should be 36 inches to allow wheelchairs to pass by.
- vi. Wayfinding & Signage – Across the length of the proposed project signage will be provided. This includes wayfinding signs for cyclists and pedestrians, and signage for drivers and vehicular traffic. Cycling lanes will be identified with markings and signage. Signage should clearly communicate routes and improve the navigation of all users: pedestrians, cyclists, and drivers.
- vii. Street Lighting – Lighting fixtures are proposed along the sidewalks of the entire street intervention. Streetlights will improve safety and help provide human scale

to the project, creating areas that are inviting for pedestrian circulation. These lighting fixtures will be placed strategically so walking paths are not obstructed.

- viii. Pedestrian Crossings – Accessible pedestrian crossings are proposed at strategic locations to promote pedestrian circulation. The project proposes improvements to existing crossings, but also adds crossing locations, increasing the frequency of connections to support a walkable urban environment. Some of these crossings feature speed ramps that will slow down vehicular traffic and raise the crossing area to the height of the sidewalk. Whenever speed ramps are not provided, a pedestrian curb ramp will be installed. Pedestrian curb ramps should have a minimum width of 36 inches and a maximum running slope of 1:12 to make movement between streets easier for the mobility impaired.
- ix. Reconfiguration of Traffic Lanes – Lane width has an impact on travel speed and vehicle capacity. Reducing travel lane width helps to reduce travel speeds and may also help to provide other facilities from two-lanes for each direction to one lane for each direction. To reduce vehicle speeds and increase pedestrian safety, but at the same time considering that heavy vehicles, such as trucks or emergency vehicles are going to use the road, 12 feet (3.65 meters) traffic lanes were proposed. Along the length of the proposed Fernández Juncos Avenue project, traffic lanes are reconfigured by areas, incorporating green center isles between lanes, and turning islands where possible.
- x. Off-Street Parking – Subject to approval of DTOP, parallel parking spaces are proposed along Fernández Juncos Avenue. These parking spaces shall be located parallel to the proposed bike lane, planting strips and sidewalks, creating an additional buffer layer between vehicle traffic, cyclists, and pedestrians.
- xi. Off-Site Infrastructure - The design of the off-site work will take into consideration the capacity of other potential projects to be developed in the area under contract with the PRCCDA and other governmental agencies.
- xii. Any additional requirement indicated in any technical study performed for the project.
- xiii. Other components deemed necessary after review of 30% schematic design, agency consultation and/or recommendation to mitigate environmental impact.

#### **4. Design Services and Deliverables**

Key deliverables Services are organized around the following tasks:

##### **A. Architectural-Engineering Design Phase**

###### **Task 1 – “Kick-off” Meeting**

Within one (1) week of receiving a Notice to Proceed (NTP), the A/E Firm will participate in a project start-up conference with the PRCCDA. The purpose of this meeting is for project team members to formally introduce each other, review project work plan and “Transfer Package”, communications protocols, schedule, design milestones and deliverables, and establish site access procedures, among other matters.

###### **Task 2 - Existing Conditions; Design Parameters, Code and Permits**

Within 2 weeks of the NTP, the A/E Firm shall analyze all environmental and technical reports available, as well as any other information, data and records provided by PRCCDA to verify existing conditions. Specific preparation tasks shall be organized and determined as necessary by the A/E Firm; however, such tasks are expected to include, but not limited to, the following:

- Conduct all necessary fieldwork for verifying and documenting the existing conditions of the project area.
- Review available environmental and technical studies prepared for the project area.
- Determine whether additional studies are required.

###### **2.1. Establish Design Parameters**

Within two (2) weeks from the NTP, the A/E Firm shall rectify all applicable State and Federal environmental zoning and building codes applicable to the Project. Review climate and coastal resiliency design parameters that are applicable to the project of special consideration, among which are the “Reglamento de Zonificación de la Zona Costanera y de Acceso a las Playas” and y “Costas de Puerto Rico”, Reglamento de Planificación Número 17 (“Reglamento Núm. 1711”).

The Fernández Juncos Avenue is a public state road also known as PR-1 maintained by the Department of Transportation and Public Works (DTPW). As such, the A/E Firm will be working in close collaboration with the PRCCDA team and DTPW to establish design

parameters that will best support the proposed complete street design and improvements described in the Scope of Work of this RFP.

The PRCCDA's Navy Pier / Bahía Urbana Project, is currently undergoing the Environmental Review Process to obtain environmental clearance. PRCCDA may not begin any actions related to the project or site until the process is completed and it obtains a written acceptance and Notice of Authorization to Use Grant Funds from HUD.

To ensure regulatory compliance and informed decision-making pertinent to this RFP, a list of ongoing and completed environmental and technical studies prepared for the purpose of completing the Environmental Review Record (ERR) is included in **Exhibit O**.

The Selected Proposer shall comply with all applicable State and Federal environmental, zoning and building codes and consider observations and measures as per recommendations from technical reports prepared or to be prepared during the design process.

The Proposer shall also take into consideration the dispositions of 2 CFR §200.323, Procurement of Recovered Materials, among other State and Federal regulation, applicable to HUD, the CDBG-DR and its IPG Program.

## **2.2. Code and Permit Review**

Conduct a Code and Permits Review. Identify, procure, manage, and secure all necessary permits and approvals required for the construction of the Project. The A/E Firm shall meet with regulatory agencies as necessary and shall cooperate in obtaining all required approvals. The A/E Firm shall submit documents to all applicable regulatory agencies or authorities. For reference, a list of completed and ongoing environmental and technical studies is provided in **Exhibit O**. Should participation in public hearings on behalf of this project be necessary, support the PRCCDA's staff.

## **Task 3 – Develop 60% Design Documents**

Further develop plans, specifications and cost estimate documents up to 60%. Deliverables for this task shall be organized in accordance with the applicable progress milestone as further detailed below. Construction drawings must be coordinated between disciplines and organized according to trade. They must include a developed site plan, drawings, wall sections, and material selections. Technical Specifications, Cost Estimates, Project Schedules, and other deliverables up to 60%, further detailed below, shall also be included.



### **3.1. Regulatory Approvals**

Submit a status report on all required submittals showing actual submittal dates, approvals received, and any unresolved issues including any objection issued by the regulatory agency. All correspondence, applications, objections, approvals, findings, test results, etc. received to date shall be submitted with the documents for review.

### **3.2. Construction Documents**

All construction drawing submissions, including the work of all required disciplines, shall represent a minimum of 60% completion of the final Construction Documents set. The drawing set shall be coordinated with no room for unreasonable additional interpretation. Drawings shall use appropriate drafting scales and include symbols, legends, dimensions, drafting conventions and abbreviations following industry standards. Drawings shall be sufficient to achieve the 60% completion milestone, including at a minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Specifications
- Calculations and Analysis
- Narratives
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Project or limit the A/E Firm's liability for errors and omissions.

### **3.3. Technical Specifications**

Shall be prepared and coordinated with the drawings in accordance with the Building Design and Construction sections of the latest AIA Handbook of Professional Practice. At 60% Construction Documents, the A/E Firm shall proof-read and coordinate the entire specifications with all trades prior to submission for review. All specifications shall be edited for project specific scope of work. The specifications shall reflect any changes,

revisions, clarifications, or additional information as a result of the PRCCDA review comments and recommendations, and all regulatory agency approvals.

### **3.4. Cost Estimate**

The CE shall be in accordance with all applicable requirements. The CE shall be updated as needed to maintain project design aligned with approved budget and restrains under CDBG-DR.

### **3.5. Project Schedule**

Present a revised project schedule for the entire Project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. The A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

### **3.6. The 60% Design Drawings**

Technical specifications, estimated construction costs, and timeline shall be presented to the PRCCDA and project team in digital formats and presented at a meeting for review and comment prior to authorizing **Task 4**.

## **Task 4 – Develop 90% Design Documents**

Develop plans, specifications and cost estimate documents up to 90%. Documents shall reflect any changes, revisions, clarifications, or additional information and/or details as result of the PRCCDA project team review comments and recommendations, and all regulatory agency approvals.

Construction drawings shall include all necessary design information for the Project construction, and sufficient to achieve the 100% Construction Document phase milestone.

### **4.1. Regulatory Approvals**

At this stage of the project all submissions to the PRCCDA and other regulatory agencies and utility companies should be completed. All correspondence, approvals, findings, and test results shall be submitted with the documents for review and record. The A/E Firm shall submit a final status report on all required submittals to the PRCCDA showing actual submittal dates, approvals received, and any unresolved issues, including any objections issued by the applicable regulatory agency.

### **4.2. Construction Documents**

This includes all drawing submissions, including all required disciplines. Construction drawings shall be stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended,

and including any necessary revisions thereof. All drawing submissions, including all required disciplines, shall show a minimum of ninety (90%) percent completion and shall include at minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Calculations and Analysis
- Narratives
- Specifications
- Wall Sections
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Projects or limit the A/E Firm's liability for errors and omissions.

#### **4.3. Technical Specifications**

Technical Specifications shall be developed to a 90% level of completion for every involved Project discipline. The specifications shall reflect any changes, revisions, clarifications, or additional information because of PRCCDA's review comments and recommendations, and all regulatory agency approvals or endorsements.

#### **4.4. Final Cost Estimate**

The final CE shall be in accordance with all applicable requirements. The CE shall be updated as needed, and in the same CEF format as earlier estimates with the exception that design contingency is no longer included. The CE shall be reconciled with all specifications. It shall include every specification number and title from the Project specifications in numerical order.

#### **4.5. Final Project Schedule**

Present a final schedule for approval by the PRCCDA for the entire Project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. The A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

#### **4.6. Permits and Approvals**

Submit original of all drawings or documents bearing stamps of approval by each regulatory agency, as applicable to the Project.

Upon successful completion and acceptance of the **90% Construction Documents**, the PRCCDA will issue a Notice to Proceed (NTP) with preparation of Construction Bid Documents.

### **B. Bid Support Phases**

#### **Task 5 – 100% Construction Documents**

Provide Bid Documents for PRCCDA's review and final approval prior to initiating the procurement process. The Bid Final Documents shall reflect any changes, revisions, clarifications, or additional information resulting from PRCCDA's review comments and recommendations, and all federal and state regulatory agency approvals. Provide final "Front End" section consisting of Project Scope Description. The A/E Firm shall work with PRCCDA's staff and consultants to coordinate the necessary information and support to achieve completion of the bid set documents.

Bid Documents shall include the following:

1. The Proposer shall prepare and deliver construction bid package documentation that will be submitted to the PRDOH for recordkeeping.
2. The construction bid package shall be prepared in conformance with PRCCDA regulations and procedures and 2 C.F.R. § 200.317 through § 200.327.
3. Unless otherwise required, the construction bid will be prepared in compliance with the Invitation for Bids (IFB) or Seal Bid procurement process. In this process, bids are publicly solicited, and a firm fixed price is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price.
4. The construction bid package shall include all the necessary information required for construction contractors (bidders) to determine material quantities, dimensions and extension work to allow them to perform necessary analyses to provide a price to build the project.
  - Final Bid Documents
    - Two (2) sets of full-size prints,

- A flash drive containing the documents in electronic format (AutoCAD and PDF).
- Final Technical specifications
  - Compiled as one file in PDF format.
- Draft Bid Form
  - Include all Unit Price items and quantities in accordance with the final cost.
  - Estimate and probable sequence of work (in Word or Excel format).
- Summary of Work. In one paragraph or set of bullet points.
- Special Conditions.
- Final construction cost estimate.
- Estimate of construction duration.

## **C. Construction Support Phase**

### **Task 6 - Provide Bid Assistance**

During the bidding process, the A/E Firm shall work with PRCCDA's staff and project team. This assistance shall include, but not limited to the following tasks and duties:

- 6.1.** Support and participate in the Pre-bid Conference.
- 6.2.** Interpret plans and specifications when requested by the PRCCDA in response to inquiries by prospective bidders.
- 6.3.** Prepare and issue all necessary addenda as required in response to contractor questions and requests for information arising during the Pre-Bid Meeting or as otherwise necessary for the clarification of the Bid Documents. The A/E Firm shall submit all addenda to the PRCCDA for review and approval. The PRCCDA will inform the A/E Firm of all format requirements, including the specific addendum number.
- 6.4.** Attend meetings to answer questions from bidders and to assure that all parties clearly understand the intent of the Contract Documents. When deemed necessary, meetings will be held at the site to ensure that all bidders become familiar with existing conditions.

## **Task 7 – Design Services During Construction (Supervision)**

CS Services will be required for the duration of construction through project close-out. Proposers are made aware that, Prior to committing funds to commence construction works under the CDBG-DR, IPG Program, the PRCCDA must complete an environmental review of all project activities (24 CFR 58) and obtain an environmental clearance to use funds (24 CFR part 58).

General CS tasks shall include, but are not limited to, the following:

### **7.1. Hold pre-construction meetings.**

Provide technical guidance during pre-construction meetings to support PRCCDA.

### **7.2. Weekly Job Site Meetings and Minutes**

To facilitate completion of the work according to the standards of quality and the schedule set by the Construction Documents, the A/E Firm is required to attend all project meetings. These include the Construction Kick-off (Pre- Construction) meeting, job site meetings held every week, and all meetings relating to the construction of the Project. At the job site meetings, the progress of the work is reviewed, and the work coordinated with the contractors. Attendees identify and confirm the next scheduled activities of work and eliminate, if possible, potential delays due to deliveries, field conditions, staffing or swing space conflicts. Also, review of the Shop Drawing Log, taking appropriate action to ensure that submittals deadlines and review turn-around periods are met.

### **7.3. Bi-Weekly Site Visits and Field Supervision Reports**

Visit the Project sites bi-weekly for the purpose of preparing a Field Supervision Report. Report in writing all observations on issues to quality of ongoing inspected work or site conditions. The content of the Field Supervision Reports is essential to assure the quality of the construction work being installed. Detailed observations on current work, field conditions, connections, clearances, and contractor capability will assist the PRCCDA and its consultants in quality control efforts. The Field Supervision Report is the vehicle by which the A/E Firm is empowered to assure that ongoing construction work is following the design intent, details, and specifications, which form the basis of the Construction Documents. The Field Supervision Reports are to be prepared by members of the A/E Firm team who are thoroughly familiar with the Project. The Field Inspection Reports are to be submitted in writing to the PRCCDA **within (5) five working days** of the site visit. This will enable the PRCCDA to address the issues identified in the reports at the next project site meeting. The Field Supervision Reports shall be signed and sealed by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended.

#### **7.4. Review of Shop Drawings, Samples, Cuts and Mock-Ups**

Receive shop drawings, samples, cuts, and mock-ups directly from the contractor for review and approval. Review, approve, and distribute submittals per procedures described in the Project's General Conditions. The Shop Drawing Log Form shall be presented to the contractor at the Construction Kick-off (Pre-Construction) Meeting. Contractors shall be responsible for filling in the item submission dates and the delivery dates for approval by the PRCCDA. The A/E Firm shall receive copies of the contractor prepared approved schedules for the submission of shop drawings, samples and catalogue cuts and shall review these lists every two weeks. The A/E Firm shall review and direct modifications if required. The A/E Firm shall act promptly and systematically to check all shop drawings, materials samples, catalogue cuts and items exhibited in mock-ups to determine if the submittals are in accordance with the Construction Documents.

#### **7.5. Review of Schedules of Items and Costs**

The A/E Firm shall promptly examine, recommend adjustments to, or indicate approval of, the schedules of items and costs submitted by the contractor. This will allow the PRCCDA to establish a reasonable basis for subsequent partial payments to contractors.

**7.6. Prepare sketches or drawings** to resolve problems due to actual field conditions encountered.

#### **7.7. Review of Contractor Coordination Documents**

The A/E Firm shall review the contractor's coordination documents and promptly report in writing to the PRCCDA on issues relating to meeting the project schedule and achieving the quality of work specified in the Contract Documents. The A/E Firm shall systematically monitor the progress of all construction work scheduled and promptly report to the PRCCDA any conditions that may cause delays in the completion of the work.

#### **7.8. Resolution of Design Errors or Omissions**

The A/E Firm shall promptly submit to the PRCCDA any necessary correspondence, supplementary or revised drawings, specifications, negotiated cost estimates and any other documentation or coordination material to resolve design errors or omissions. Upon approval of the required changes in the Contract Documents by the PRCCDA, the A/E Firm shall promptly provide the contractors all the documentation necessary to execute the work as revised.

## **7.9. Construction Punch List**

At Substantial Completion the A/E Firm shall participate in the preparation of Construction Punch Lists. The A/E Firm shall submit a list of items for the Punch List to the PRCCDA within ten working days of the request of such a list. This list of items shall be based on a final site visit and Field Inspection Report, and on any unresolved problems that have been the subject of earlier reports or job site meetings. The Construction Punch Lists, prepared by the A/E Firm, the contractor, and the PRCCDA, will be compiled at a job site meeting and shall be part of the minutes of that meeting.

**7.10.** Perform construction oversight duties as required to ensure success of the Project.

**7.11.** Making final observation and reporting on completion of the project, including recommendations concerning final payments to contractors and release of retainage percentage.

**7.12** Review and recommend change orders requests from construction contractor, and recommendations from the project inspection, related to additional costs and time extension, in a timely manner. Provide recommendations for the grant management review and final approval by PRDOH.

The above is not meant to be a complete listing of all Services that may be required or those guaranteed under the Project included in this RFP.

The A/E Firm shall provide hard copy, if necessary, of all Deliverables, in addition to electronic copies to the PRCCDA, and as requested by the PRCCDA during the performance of the A/E Services. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents. All deliverables and resulting work products will become property of PRCCDA.

## **Task 8 - Project Close-out**

The A/E Firm shall provide the services and support the PRCCDA and its consulting team in achieving the final acceptance of the Fernández Juncos Project.

During this phase the A/E Firm will:

- Ensure construction quality, and resolve all remaining punch list items, establishing a final breakdown of the total construction contract amount for each project component.
- Coordinate with the Designated Inspector and regulatory Agencies as necessary to finalize project approvals.



- Develop and implement a procedure for the review and acceptance of the construction contract Closeout submission documents.

### **A/E Firm Closeout Submittals**

The A/E Firm shall compile, organize and deliver all final record documents with transmittal, including, but no limited to:

**8.1.** Construction “As-built” drawings for the project in a digital format (both CAD and PDF format) and hard copies). Drawings shall consist of, but not be limited to:

- Contract drawings, for all disciplines, marked-up clearly to indicate the as-built condition.
- All clarification and/or changed condition sketches
- Specifications (in MS Word format)
- All construction specifications
- All addenda
- Shop drawings, submittals, etc. (electronic format)
- All approved shop drawings, submittals, etc.

**8.2.** Applicable Operations and Maintenance Manual(s)

**8.3.** Structural Engineer-of-Record's (SER's) final report.

**8.4.** Review and Assignment of Warranties (as applicable) - Obtain and transmit all warranties documentation of special products, systems, or materials in digital format. Review warranties to confirm they follow the requirements of the contracts.

**8.5.** Copies of all other documentation, test reports, etc. associated with completion of the work.

## **5. Supplemental Services**

Supplemental Services, if requested by the PRCCDA, will require written approval prior to the A/E Firm proceeding.

## **6. Milestones and Delivery Schedule**

The Services will consist of the following timetable of milestone:

Basic Services	Duration*
<b>A. Architectural-Engineering Design Phase</b>	
<b>Task 1</b> - "Kick-off" Meeting	1 week
<b>Task 2</b> - Existing Conditions; Design Parameters, Code and Permit	2 weeks
<b>Tasks 3</b> - Develop up to 60% Design Documents	6 weeks
<b>Tasks 4</b> - Develop up to 90% Design Documents	8 weeks
<b>Tasks 5</b> - Develop up to 100% Construction Bid Documents	4 weeks
<b>B. Bid Support Phase</b>	
<b>Task 6</b> - Provide Bid Assistance	6-8 weeks
<b>C. Construction Support (CS) Phase</b>	
<b>Task 7</b> - Construction Phase Services	Approximately 18 months
<b>Task 8</b> - Closeout	4 weeks

\*Duration is a preliminary estimate based on Calendar Days. Duration for Tasks 1 and 2, is calculated from NTP of the A/E Contract. Tasks 3 to 6 are consecutive, starting from the A/E Contract NTP. Tasks 7 and 8 are dependent upon the NTP of the Construction Contract.

## 7. Personnel Requirements

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that PRCCDA will consider the qualifications of key personnel in the selection of the successful Proposer; therefore, replacement of key personnel will not be permitted without the written approval of the PRCCDA.

The Proposer shall have or will secure, at its own expense, all personnel required to perform the services under the contract. PRCCDA expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of work under the contract. The PRCCDA reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRCCDA. The PRCCDA reserves the right to reject any key personnel proposed if it is in the Project's best interest.

Key Staff resources must be ready to begin working within five (5) days of the execution of the contract or as required to complete tasks within schedule. The Proposer shall have or will secure, at its own expense, all personnel required to perform the services

under the contract. Proposer must ensure the professional architectural or engineering services are performed by licensed professionals in Puerto Rico with the proper qualifications, skills, and experience, necessary to perform such services, according to applicable federal and local rules and regulations. The PRCCDA reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the executed contract without the written consent of the PRCCDA.

### **7.1 Staff Experience and Qualifications**

The Proposer shall provide detailed information about the experience and qualifications of the entire staff, including applicable degrees, certifications, licenses and years of relevant experience. The Proposer shall specifically identify resources currently employed by the Proposer who will serve as Key Staff.

This includes the Proposer's own staff and staff from any subcontractors. The Proposer shall demonstrate that its staff (and subcontractors' staff) meet the requirements listed below and the necessary experience and knowledge to successfully implement and perform the services.

Key staff in the roles for this project should have at least **ten (10) years** of experience in the designing complete streets projects and five **(5) years** with federally funded programs. The design Engineer must be a Licensed professional with at least **ten (10) years'** experience in designing maritime facilities or comparable projects and federally funded programs.

### **7.2 Organizational and Staffing Plan**

The Proposer shall submit to the PRCCDA an initial organizational chart detailing the identity of each resource (whether employed by the Proposer or a subcontractor) who shall perform any design service. The Proposer's organizational and staffing plan shall include the required number of personnel, role and responsibilities, name of each resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated involvement, and their on-site availability. The Proposer shall demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the project.

## **8. Performance Standards**

The Designer agrees that the Services provided hereunder shall conform to the professional standards of care and practice customarily expected of like firms engaged

in performing comparable work, that the personnel furnishing said Services shall be qualified and competent to perform adequately the services assigned to them and that the recommendations, guidance, and performance of such personnel shall reflect such standard of professional knowledge and judgment.

## **9. Constraints of Project Funding Limitations**

The A/E shall perform the design services in such a manner as to cause an award of a construction contract that does not exceed the budgeted construction cost established for the project.

## **10. Compliance with Laws, Codes, Ordinances, and Regulations**

Services shall be performed in accordance with all Local and Federal laws, codes, ordinances, and regulations, applicable to the PRCCDA and the PRDOH, CDBG-DR's, IPG Program, including without limitation, Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

The Selected Proposer shall make changes in the design documents necessary to obtain governmental approval and environmental release without additional compensation or reimbursement, except when, during the development of designs but prior to a construction permit being acquired, revisions are made to applicable codes or regulations that required changes to design work already completed by the Selected Respondent(s). However, is obligated to notify PRCCDA of any significant code or regulatory change affecting the work **within thirty (30) days** of the change occurrence, and such notification shall be required for the A/E to be entitled to any additional compensation or reimbursement. Said additional compensation must be formalized in writing between the parties before executing any work.



PRCCDA2025IPG-\_\_\_\_\_

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
(CDBG-DR), ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR  
GROWTH PROGRAM (IPG)**

**PROFESSIONAL SERVICES AGREEMENT FOR  
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR IMPROVEMENTS TO  
FERNÁNDEZ JUNCOS AVENUE AND CONNECTORS  
BETWEEN THE  
PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY  
AND**

\_\_\_\_\_

**THIS AGREEMENT FOR** \_\_\_\_\_, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this \_\_\_\_\_ of \_\_\_\_\_, 2025, by and between the **PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY** (hereinafter, "PRCCDA"), a public agency created under Act No. 351 of September 2, 2000, as amended, known as the "Organic Act of the Convention Center District Authority" with principal offices at 100 Convention Boulevard, San Juan, Puerto Rico, herein represented by Verónica Ferraioli Hornero, attorney, of legal age, married, and resident of Guaynabo, Puerto Rico, in her capacity as Executive Director; and \_\_\_\_\_ (hereinafter, the "CONSULTANT"), with principal offices in \_\_\_\_\_, San Juan, Puerto Rico \_\_\_\_\_, Corporate Number Register at the Puerto Rico Department of State, Num \_\_\_\_\_ herein represented by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, of legal age, married/single, and resident of \_\_\_\_\_, \_\_\_\_\_ duly authorized by Corporate Resolution.

**WHEREAS**, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

**WHEREAS**, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

**WHEREAS**, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

**WHEREAS**, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

**WHEREAS**, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

<p><b>NOTE: THIS DOCUMENT IS A "MODEL CONTRACT" AND NOT A FINAL VERSION. PRCCDA RESERVES THE RIGHT TO MAKE CHANGES TO THE DOCUMENT BEFORE SUBMITTING AN EXECUTABLE CONTRACT.</b></p>
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**WHEREAS**, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

**WHEREAS**, on September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

**WHEREAS**, on August 2, 2022, the PRCCDA and the PRCCDA executed a Subrecipient Agreement, Contract Number 2023-DR0005 ("Agreement"), for the PRCCDA to undertake activities under the Economic Development Investment Portfolio for Growth Program ("IPG-DR" or "Program").

**WHEREAS**, the PRCCDA is interested in contracting professional Architectural and Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors. The CONSULTANT will support PRCCDA to achieve the Program goals and objectives of ensuring compliance with all CDBG-DR, HUD, and applicable federal and local requirements, rules and regulations, as well as in PRCCDA's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

**WHEREAS**, on May 7, 2025 the PRCCDA issued a Request for Proposals (RFP) identified as Procurement Process No. CDBG-DR-IPG-PRCCDA-2025-03 , to acquire professional services for Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors under the CDBG-DR, IPG Program. Through this procurement process, PRCCDA was able to reach \_\_\_\_\_ ( ) quotations from professional service providers.

**WHEREAS**, on \_\_\_\_\_, the CONSULTANT submitted to the PRCCDA its Proposal.

**WHEREAS**, on \_\_\_\_\_, and after a careful evaluation and analysis of the Proposal the RFP was awarded to the CONSULTANT on a fair and open competition basis in accordance with applicable procurement requirements.

**WHEREAS**, the CONSULTANT has the expertise and experience to provide the Services required with the highest degree of professionalism and is available and willing to offer such Services; and certifies and warrants that it has the academic preparation, experience, skills and licenses or certificates necessary to provide the Services, according to the requirements of the Commonwealth of Puerto Rico, specifically Act 173 of August 12, 1988. All the personnel allocated by the CONSULTANT will be of proven and recognized expertise and experience in their respective fields. The CONSULTANT knows the ethical standards of their field of work and takes responsibility for his actions. Expressly recognizes that these are essential conditions of this Agreement, and if not correct in whole or in part any of the above certifications, this will be sufficient cause for the PRCCDA to rescind it, immediately, and the CONSULTANT will have to reimburse any money that has accrued under this Agreement;

**WHEREAS**, the **CONTRACTOR** presented and was granted by the General Services Administration (ASG) the RUP Registration on \_\_\_\_\_, Certification Num. \_\_\_\_\_, Provider Num. \_\_\_\_\_.

**WHEREAS**, the proposal and the agreement between the PRCCDA & CONSULTANT was approved by the PRCCDA Governing Board, by virtue of Resolutions \_\_\_\_ of \_\_\_\_\_.

**WHEREAS**, also de PRCCDA certified the compliance with the contracting requirements, including Circular Letter 008-2023 of December 27, 2023 of the Office of Management and Budget (OGP), Certification Number C\_2025-18170, approved on June 11, 2025.

<p><b>NOTE: THIS DOCUMENT IS A "MODEL CONTRACT" AND NOT A FINAL VERSION. PRCCDA RESERVES THE RIGHT TO MAKE CHANGES TO THE DOCUMENT BEFORE SUBMITTING AN EXECUTABLE CONTRACT.</b></p>
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**WHEREAS**, the PRCCDA desires to enter into an agreement with \_\_\_\_\_ to secure its professional services and accepts the CONSULTANT’s Proposal and costs, and the CONSULTANT by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

**WHEREAS**, the CONTRACTOR has duly adopted a Resolution dated \_\_\_\_\_, authorizing the CONTRACTOR, via \_\_\_\_\_, \_\_\_\_\_, to enter into the Agreement with the PRCCDA.

**WHEREAS**, the PRCCDA is authorized to grant this contract by virtue of Law No. 351, *supra.*, in accordance with the provisions of the Circular Letter of the Office of Management and Budget No. 008-2023 of December 27, 2023. Contract Approval was effective as of \_\_\_\_\_, 2025, Contract ID C\_2025-\_\_\_\_\_.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRCCDA and the CONSULTANT agree as follows:

**I. TYPE OF CONTRACT**

**Contract Type:** This is a fixed-price contract. Under this Agreement, CONSULTANT shall submit invoices to the PRCCDA, within ten (10) days following the period invoiced, as per the Compensation Schedule/ Cost Form (**Attachment III**). All changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

**Attachments Incorporated:** The following attachments are incorporated into this Agreement by reference and are hereby made an integral part of this Agreement:

<b>Attachment I</b>	Scope of Services
<b>Attachment II</b>	Proposal
<b>Attachment III</b>	Cost Form
<b>Attachment IV</b>	Performance Requirements
<b>Attachment V</b>	Insurance Requirements
<b>Attachment VI</b>	Additional Conditions
<b>Attachment VII</b>	HUD General Provisions and Other Federal
<b>Attachment VIII</b>	Anti-Lobbying Certification
<b>Attachment IX</b>	Non-Conflict of Interest Certification
<b>Attachment X</b>	Non-Conflict of Interest Certification on Existing or Pending Contracts
<b>Attachment XI</b>	Consultant Certification Requirement
<b>Attachment XII</b>	Affidavit of Non-Collusion

The Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

**II. TERM OF AGREEMENT**

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. Contractor is expected to commence work within five (5) days of execution of the Agreement. The Term of this Agreement will be for a performance period of \_\_\_\_\_ ( ) \_\_\_\_\_, ending in \_\_\_\_\_, \_\_\_\_\_, 20\_\_.
- B. Contract Extensions:** PRCCDA may, at its sole discretion, extend the Agreement’s term for an additional term of \_\_\_\_\_ ( ) **weeks/months**, or expressed in days, \_\_\_\_\_ ( ) **days** upon mutual written agreement of the parties.

- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRCCDA and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

### **III. SCOPE OF SERVICES**

The CONSULTANT will deliver the services outlined in **Attachments I and II** of the Agreement. The parties agree that the CONSULTANT shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONSULTANT's sole cost.

Accordingly, the CONSULTANT represents that it is thoroughly familiar with and understands the requirements of the services and has the training, experience, and knowledge required to perform said services. It further undertakes that it will maintain the necessary personnel on its staff to provide the services contemplated herein within the time periods hereby required.

### **IV. COMPENSATION AND PAYMENT**

- A. The PRCCDA agrees to pay the CONSULTANT for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment III** of this Agreement.
- B. The PRCCDA will pay the CONSULTANT, for allowable services performed during the term of this Agreement, a maximum amount not to exceed \_\_\_\_\_ **DOLLARS AND \_\_\_\_\_ CENTS (\$\_\_\_\_\_); Account Number: \_\_\_\_\_.**
- C. Payment of the maximum amount shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachments I, II and III**. The PRCCDA shall not make any payment in excess of the amount provided in this clause, whether or not the CONSULTANT, exceeds the same regardless of the reasons that the CONSULTANT may have for said excess unless authorized in writing by the PRCCDA.
- D. Any additional funds to complete the services requested by the PRCCDA to the CONSULTANT will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONSULTAN hereby acknowledges and accepts that it has been explained that rendering services which exceed maximum amount herein mentioned, without complying with the above indicated requisites can result in the PRCCDA being impeded by law to pay for these services. As such, the Contractor waives any right it may have, releases and discharges the PRCCDA from any responsibility of payment and/or damages, in the case that services by the Contractor are rendered in excess of the amounts herein authorized without complying with all of the aforementioned requisites as well as any other requisites to such end that may be mentioned in this Agreement.
- F. The CONSULTANT shall submit an invoice to PRCCDA on a monthly basis in accordance with Costs Forms included in the CONSULTANT's Proposal (**Attachment II**) and the Cost Form (**Attachment III**) of this Agreement. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections and if PRCCDA determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.



- G.** An authorized representative of the PRCCDA will review each invoice and, if adequate, will approve and process its payment. Payments to the CONSULTANT shall be made by electronic funds transfer (EFT). PRCCDA reserves the right to conduct any audits it deems necessary. The CONSULTANT agrees to cooperate fully with any such audit or audits.
- H.** While providing the services under this Agreement, the CONSULTANT must adhere to applicable requirements of the CDBG-DR grant. If the CONSULTANT performs ineligible activities under the CDBG-DR grant or program, the CONSULTANT cannot include them in the invoice for payment to the PRCCDA.
- I.** CONSULTANT shall be liable to the PRCCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONSULTANT shall reimburse such disallowed costs from funds other than those CONSULTANT received under this Agreement.
- J.** The CONSULTANT acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- K.** Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
- L.** In order for the CONSULTANT to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRCCDA for payment:

**“Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”**

## **V. REIMBURSABLE EXPENSES**

The PRCCDA will not reimburse any costs incurred by the CONSULTANT not included in the approved Proposal and Cost Form (**Attachments II and III**) or in an executed written amendment.

## **VI. ADDITIONAL SERVICES**

Should additional services be needed by the PRCCDA, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

## **VII. OWNERSHIP AND USE OF DOCUMENTS**

- A.** With the exception of the CONSULTANT’s working papers, the CONSULTANT acknowledges the PRCCDA’s ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONSULTANT, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONSULTANT shall deliver such information, drafts, reports, papers and

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other materials to the PRCCDA, in document form or as computer program data, and the CONSULTANT recognizes the PRCCDA's right to request such documentation or computer program data. If the CONSULTANT fails to deliver said information, the PRCCDA may seek a judicial order to enforce its rights.

- B.** Proof of expenditures incurred by the CONSULTANT on behalf of PRCCDA shall be made available to PRCCDA. The CONSULTANT agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONSULTANT account. These documents shall be open for the PRCCDA examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

## **VIII. DOCUMENTATION AND RECORDERKEEPING**

- A. Records to be Maintained:** The CONSULTANT shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRCCDA's Federal award.
- B. Access to Records:** The CONSULTANT shall permit the PRCCDA and auditors to have access to the CONSULTANT's records and financial statements as necessary for the PRCCDA to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRCCDA:** Prior to close out of this Agreement, the CONSULTANT must transmit to the PRCCDA records sufficient for the PRCCDA to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONSULTANT's Data and Privileged Information:** The CONSULTANT is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONSULTANT must comply with the PRCCDA CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

## **IX. ACCESS TO RECORDS**

- A.** The CONSULTANT agrees to provide the Government of Puerto Rico, PRCCDA, PRCCDA, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONSULTANT

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which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B.** The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **VIII. NON-DISCLOSURE AND CONFIDENTIALITY**

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRCCDA operations and that of its CONSULTANT (e.g., the projects, computer processing systems, object and source codes and other PRCCDA business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONSULTANT, its agents or representatives, in connection with PRCCDA operations.
- B. Non-Disclosure:** CONSULTANT agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRCCDA express written authorization, signed by the Secretary of the PRCCDA, use or sell, market or disclose any Confidential Information to any third party, CONSULTANT, corporation, or association for any purpose whatsoever. CONSULTANT further agrees that, except as they relate to the normal course of the service, the CONSULTANT will not make copies of the Confidential Information except upon PRCCDA express written authorization, signed by an authorized representative of PRCCDA, and will not remove any copy or sample of Confidential Information without prior written authorization from PRCCDA. CONSULTANT retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRCCDA, CONSULTANT will return to PRCCDA all copies or samples of Confidential Information which, at the time of the notice are in CONSULTANT's or its agent's possession. CONSULTANT reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONSULTANT acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRCCDA to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONSULTANT further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONSULTANT agrees that PRCCDA shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRCCDA by law, equity, or otherwise.

## **IX. PERFORMANCE WARRANTY**

- (a) CONSULTANT warrants that it will perform all work and provide all Deliverables under this Contract (See **Attachments I, II and III**) in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONSULTANT warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONSULTANT's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.

(c) If CONSULTANT submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRCCDA may require CONSULTANT, at its sole expense, to:

1. Repair or replace Deliverables that do not meet specifications;
2. Refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. Pay liquidated damages for any past due Deliverable; and
4. Take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

## **X. TERMINATION**

- A. Termination for Cause or Default:** The PRCCDA may terminate this Agreement, in whole or in part, because of CONSULTANT's failure to fulfill any of its obligations. The PRCCDA shall terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONSULTANT shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONSULTANT shall immediately discontinue all such services being terminated and deliver to the PRCCDA all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the PRCCDA for damage sustained to PRCCDA or CDBG-DR, IPG Program, by virtue of any breach of the Agreement by the CONSULTANT. The PRCCDA may withhold any payments to the CONSULTANT, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRCCDA by the CONSULTANT. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRCCDA may terminate this Agreement, in whole or in part, whenever the PRCCDA determines that such termination is necessary or convenient to the Agency. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRCCDA will consider this Agreement immediately terminated, in the event that the CONSULTANT unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRCCDA will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRCCDA will not be compelled to continue the performance of the Agreement, should the CONSULTANT breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall

mean that CONSULTANT voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

- D. Unilateral Termination:** The PRCCDA may terminate this Agreement, in whole or in part, at PRCCDA's sole discretion, with or without cause, at any time. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRCCDA may suspend this Agreement in whole or in part at any time for the PRCCDA's convenience. The PRCCDA shall give the CONSULTANT **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONSULTANT shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONSULTANT is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONSULTANT shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONSULTANT of this Agreement or the CONSULTANT of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRCCDA shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRCCDA to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONSULTANT agrees to make himself available to assist the PRCCDA with the transition of services assigned to CONSULTANT by the PRCCDA. CONSULTANT shall provide to the PRCCDA the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRCCDA or a third party designated by the PRCCDA. The parties agree to execute a Transition Services Agreement for the Transition Period and CONSULTANT will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRCCDA during the Transition Period.
- H.** If the funds specified herein are in any way reduced or cancelled for reasons out of the PRCCDA's reasonable control, the parties acknowledge that this Agreement shall terminate on the date in which such funds are reduced or cancelled. In such case, the PRCCDA shall, subject to the terms and conditions of this Agreement, compensate CONSULTANT for the Services rendered up until the date in which the funds are reduced or cancelled. If the funds are reduced, the parties shall have the option, but not the obligation, to negotiate a new agreement, subject to the corresponding administrative orders and availability of funds.

## **XI. PENALTIES AND LIQUIDATED DAMAGES**

### **A. Penalties**

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1. In the event the CONSULTANT is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONSULTANT agrees that PRCCDA may impose sanctions against the CONSULTANT for any default in accordance with terms of the current Agreements and this Section.
2. If the CONSULTANT fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRCCDA may take one or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the CONSULTANT.
  - ii. Disallow all or part of the cost of the activity or action not in compliance.
  - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
  - iv. Withhold further Federal awards for the project or program.
  - v. Take other remedies that may be legally available.

#### **B. Liquidated damages**

The CONSULTANT shall pay to PRCCDA, as liquidated damages, Two Hundred And Fifty Dollars (\$250.00) for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of Five Thousand Dollars (\$5,000.00) established in this Contract. Said sum, in view of the difficulty of accurately ascertaining the loss which PRCCDA will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRCCDA will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRCCDA's right to indemnification, or the CONSULTANT's obligation to indemnify the PRCCDA pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRCCDA. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed. The PRCCDA may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRCCDA per the formula above, the CONSULTANT shall be liable to pay the difference.

### **XII. LIABILITY**

In no event, the PRCCDA shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRCCDA, the CONSULTANT and any citizen.

The CONSULTANT shall carry the insurances as are required by law (if applicable), as set forth below. The CONSULTANT shall furnish PRCCDA certificates of insurance.

### **XIII. INSURANCE**

#### **A. Required Coverage**

The CONSULTANT shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRCCDA's requirements as set forth in **Attachment VI**.

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Upon the execution of this Agreement, the CONSULTANT shall furnish PRCCDA with original and two (2) certified copies of the insurance policies described in **Attachment VI** and any other evidence PRCCDA may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONSULTANT for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONSULTANT and PRCCDA.

The PRCCDA shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

## **B. Endorsements**

Each insurance policy maintained by the CONSULTANT must be endorsed as follows:

1. PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRCCDA and its respective officers, agents and employees.
3. The insurer shall be required to give PRCCDA written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONSULTANT shall furnish to PRCCDA, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

## **C. Related Requirements**

The CONSULTANT shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONSULTANT OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRCCDA TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRCCDA's option, non-compliance will result in one or more of the following actions: (1) The PRCCDA will purchase insurance on behalf of the CONSULTANT and will charge back all cost to the CONSULTANT; (2) all payments due the CONSULTANT will be held until the CONSULTANT has complied with the Agreement; and/or (3) The CONSULTANT will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance**.

The receipt of any certificate does not constitute agreement by PRCCDA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRCCDA in the event coverage is substantially changed, cancelled or non-renewed.

The CONSULTANT shall require all SUBCONSULTANTS or CONSULTANTS to carry the insurance required herein or the CONSULTANT, may provide the coverage for any or all of its SUBCONSULTANTS and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONSULTANT expressly understands and agrees that whenever the CONSULTANT is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRCCDA shall apply in excess of and will not contribute with insurance provided by the CONSULTANT under this Agreement.

#### **XIV. HOLD HARMLESS**

The CONSULTANT and its affiliates, its successors and assignees will indemnify the PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing and HUD from any damages and/or losses arising out of any breach of this Agreement by the CONSULTANT or against personal injuries or property damage resulting from any act of negligence or omission by the CONSULTANT and its affiliates in connection with this Agreement.

#### **XV. FORCE MAJEURE**

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRCCDA nor the CONSULTANT shall be liable to the other party for nonperformance during the conditions created by such event.

The CONSULTANT shall notify, as soon as possible, the PRCCDA of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

#### **XVI. CONFLICTS OF INTEREST**

The CONSULTANT shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRCCDA or a PRDOH contract and CONSULTANT'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONSULTANT's objectivity in performing the contract work may be impaired.

The CONSULTANT agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONSULTANT has taken or intends to take to eliminate or neutralize the conflict. The CONSULTANT will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRCCDA may, however, terminate the Agreement for the convenience of PRCCDA if it would be in its best interest.



In the event the CONSULTANT was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRCCDA may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONSULTANT. The CONSULTANT shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

## **XVII. INDEPENDENT CONSULTANT**

The relationship of the CONSULTANT to PRCCDA and PRDOH shall be that of an independent CONSULTANT rendering professional services. Neither the CONSULTANT nor any personnel of the CONSULTANT shall have any authority to execute contracts or make commitments on behalf of PRCCDA and PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONSULTANT, PRCCDA and PRDOH. Further, the CONSULTANT recognizes that in view of its status as an independent CONSULTANT, neither it nor its employees or SUBCONSULTANTS will be entitled to participate in or receive any fringe benefits normally granted to PRCCDA and/or PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONSULTANT shall have exclusive control over its employees and SUBCONSULTANTS (and the CONSULTANT's employees and SUBCONSULTANTS are herein, collectively, referred to as the "CONSULTANT Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONSULTANT has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONSULTANT Personnel. The CONSULTANT is solely responsible for all salaries and other compensation of its CONSULTANT Personnel who provide Services.

The CONSULTANT is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONSULTANT shall be responsible for and shall defend, indemnify and hold harmless PRCCDA, and its agents, officers, directors, employees, representatives, CONSULTANT's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONSULTANT's employment and/or hiring of any CONSULTANT Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONSULTANT Personnel of, and/or hiring by, CONSULTANT in connection with the Services.

## **XVIII. NOTICES**

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRCCDA

Verónica Ferraioli Hornero  
Executive Director  
100 Convention Boulevard  
San Juan, Puerto Rico

To: CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

## **XIX. THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRCCDA or the CONSULTANT.

## **XX. SUBCONTRACTS**

**A. General:** All subcontracts shall contain the applicable provisions described in Attachment VII (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRCCDA shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRCCDA or upon request.

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the SUBCONSULTANTS be in accordance with the applicable terms of this Agreement between the PRCCDA and CONSULTANT;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRCCDA, the Government of Puerto Rico, the PRDOH or HUD;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the SUBCONSULTANTS and the PRCCDA, the Government of Puerto Rico, the PRDOH or HUD;
- iv. That the SUBCONSULTANTS specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information (PII) set forth in the PRDOH's CDBG-DR PII Policy and incorporated by reference to this Agreement;
- v. That CONSULTANT will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONSULTANT shall diligently monitor all subcontracted services. If CONSULTANT discovers any areas of noncompliance, CONSULTANT shall provide the PRCCDA summarized written reports supported with documented evidence of corrective action.

**D. Content:** CONSULTANT shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**E. Notification:** CONSULTANT shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRCCDA CDBG-DR Legal Division within **three (3) days** of its execution.

## **XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

Given that the Agreement involves funds for which HUD is the oversight agency, the CONSULTANT agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment VII** (HUD General Provisions) and the following provisions:

- A. Compliance with Act No. 173.** The CONSULTANT hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the “Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act”, 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- B. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONSULTANT certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONSULTANT further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONSULTANT will be given a specific amount of time by the PRCCDA to produce said documents. During the term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico.
- C. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONSULTANT certifies and warrants that it has made all payments required for unemployment benefits, workmen’s compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONSULTANT accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONSULTANT and SUBCONSULTANTS whose service the CONSULTANT has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRCCDA as to its compliance with this requirement.
- D. Social Security and Income Tax Retentions:** The CONSULTANT will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- E. Government of Puerto Rico Municipal Tax Collection Center (*CRIM, for its Spanish acronym*):** The CONSULTANT certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico’s Municipal Tax Collection Center. The CONSULTANT further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONSULTANT will deliver upon request any documentation requested under this clause as per request of PRCCDA. During the Term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any

repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico with regards to its property taxes.

- F. Income Tax Withholding:** The PRCCDA shall retain the corresponding amount from all payments made to the CONSULTANT, as required by the Puerto Rico Internal Revenue Code. The PRCCDA will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRCCDA will adjust such withholdings provided the CONSULTANT produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, *et seq.*:** The CONSULTANT certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (*ASUME, for its Spanish acronym*):** The CONSULTANT certifies and guarantees that at the signing of this Agreement that the CONSULTANT nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONSULTANT hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONSULTANT shall present, to the satisfaction of PRCCDA, the necessary documentation to substantiate the same. The CONSULTANT will be given a specific amount of time by PRCCDA to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 711 , *et seq.*:** The CONSULTANT is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, *et seq.*:** The PRCCDA and the CONSULTANT hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONSULTANT certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- L. Ethics.** CONSULTANT also acknowledges receipt of the Code of Ethics for CONSULTANTS, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico Agencies known in Spanish

as “*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*”.

**M. Non-Conviction.** The CONSULTANT certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONSULTANT also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONSULTANT represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONSULTANT agrees to notify PRCCDA should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) days** from the time of the conviction.

**N. Other payments or compensation:** The CONSULTANT certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

**O. Consequences of Non-Compliance:** The CONSULTANT expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRCCDA to render this Agreement null and void and the CONSULTANT reimburse to PRCCDA all moneys received under this Agreement.

**P.** The CONSULTANT acknowledges and warrants that on the Execution Date it is duly registered with the Puerto Rico General Services Administration’s (“PRGSA”) Professional Service Provider’s Registry (“RUP” by its Spanish acronym). Producer agrees to furnish a certificate of registration emitted by the PRGSA. For these purposes, the Producer certifies that it is registered in the **Single Registry of Professional Services Providers of the General Services Administration, issued on \_\_\_\_\_, \_\_\_\_\_, Certification Number \_\_\_\_\_, Provider number \_\_\_\_\_, valid until \_\_\_\_\_,** \_\_\_\_\_.

**Q.** The CONSULTANT expressly acknowledges that the certifications listed above are essential to the validity of this Agreement and if incorrect in whole or in part, this will be sufficient

cause for the **PRCCDA** to rescind this Agreement immediately and the CONSULTANT shall repay the **PRCCDA** all monies paid.

Also, the CONSULTANT **certifies** that it has received a copy of and agrees to comply with:

1. Government Ethics Law and its regulations, Act No. 01, enacted on January 3, 2012, (the "Act"), which establishes Government's Ethics Code
2. Title III of Law Number 2 of January 4, 2018, Anticorruption Code and
3. The Government of Puerto Rico Labor Harassment Guidelines, Special Normative Letter No. 1-2021 of May 4, 2021 from the Office for the Administration and Transformation of Human Resources (OARTH).

## **XXII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement, including but not limited to, termination of this Agreement.

## **XXIII. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98**

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONSULTANT will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

## **XXIV. MEMORANDUM NO. 2023-001; CIRCULAR LETTER 008-23 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**

All government contracts or agreements, regardless of their amount, are subject to the following clauses, as provided by Section XV of Memorandum No., OSG2023-001 and Circular Letter No. 008-2023 of the Office of the Secretary of the Interior and the Office of Management and Budget dated December 27, 2023.

**XXV.1 - Interagency service clause:** Both contracting parties recognize and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Secretary of the Government. These services will be performed under the same terms and conditions regarding work hours and compensation set forth in this contract. For the purposes of this clause, the term "entity of the Executive Branch" includes all the agendas of the Government of Puerto Rico, as well as the instrumentalities, public corporations and the Office of the Governor.

It is clarified that this clause will not be required in cases of construction services contracts in which a specific work will be carried out.

**XXV.2 - Termination clause:** The Office of the Secretary of the Interior will have the power to terminate this contract at any time.

**XX.3 - Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico:** The Parties acknowledge that the CONSULTANT has submitted the certification titled "CONSULTANT Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the CONSULTANT (or the equivalent highest ranking official). Included as **Exhibit \_\_\_\_\_** to this Contract, a signed copy of the "CONSULTANT Certification Requirement."

## **XXV. MEMORANDUM OF THE DEPARTMENT OF STATE APRIL 14, 2025**

**Notification of Corporate Changes.** The contracted entity, whether a local or foreign corporation, is obligated to notify the Department of State in writing, within a period of no more than thirty (30) days from its effective date, of any change in its name, nature, or corporate functions, as well as any consolidation, merger, or corporate transformation process that may alter its legal personality or legal capacity to contract. Failure to comply with this provision may constitute sufficient cause for termination of the contract and the application of the corresponding legal and administrative sanctions.

## **XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

The CONSULTANT acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONSULTANT shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONSULTANT shall comply, without limitation, those set forth in **Attachment VII**.

## **XXVII. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the CONSULTANT shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRCCDA.

## **XXVIII. SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.



- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subconsultant is in violation of the regulations in 24 CFR part 135. The CONSULTANT will not subcontract with any subconsultant where the CONSULTANT has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR part 135.
- E. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR part 135.
- F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- G. The CONSULTANT agrees to submit, and shall cause its subconsultants to submit, quarterly reports to the PRCCDA detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### **XXIX. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352**

The CONSULTANT certifies, to the best of his or her knowledge, that:

- A. 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.

- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONSULTANT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONSULTANT acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

### **XXX. EQUAL OPPORTUNITY**

- A.** The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

- E.- The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.- In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### **XXXI. CLEAN AIR ACT**

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B. The CONSULTANT agrees to report each violation to the PRCCDA and understands and agrees that the PRCCDA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

#### **XXXII. SUSPENSION AND DEBARMENT**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONSULTANT must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- C. This certification is a material representation of fact relied upon by PRCCDA. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRCCDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONSULTANT agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **XXXIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.

### **XXXIV. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement.

### **XXXV. BANKRUPTCY**

In the event that CONSULTANT files for bankruptcy protection, the Government of Puerto Rico and PRCCDA may deem this Agreement null and void, and terminate this Agreement without notice.

### **XXXVI. ENTIRE AGREEMENT**

This Agreement and all its attachments represent the entire and integrated agreement between PRCCDA and the CONSULTANT and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRCCDA and the CONSULTANT.

### **XXXVII. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRCCDA reserves the right to notify in writing to CONSULTANT any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

### **XXXVIII. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of PRCCDA and the CONSULTANT, their successors and assigns.

The CONSULTANT shall not assign this Agreement, in whole or in part, without the prior written consent of PRCCDA, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

### **XXXIX. ASSIGNMENT OF RIGHTS**

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONSULTANT, corporation, or other entity without the prior, express, and written consent of the other party.

### **XL. NON-WAIVER**

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

### **XLI. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal and State laws, regulations, and policies applicable to this Agreement, this Contract, Additional Conditions (**Attachment VI**) and the HUD General Provisions (**Attachment VII**), the Scope of Work (**Attachment II**), the Cost Form (**Attachment III**), and lastly, the CONSULTANT's proposal (**Attachment I and II**).

### **XLII. GOVERNING LAW JURISDICTION**

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

### **XLIII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

In the event that participating entities are consolidated or merged with another entity or agency, CONSULTANT will notify PRCCDA of such action within a **fifteen (15) day** period of being notified of it. PRCCDA will have **fifteen (15) days** to state its position. With PRCCDA's written approval, CONSULTANT must ensure that the resulting entity becomes responsible for CONSULTANT's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONSULTANT under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on CONSULTANT's duties under this Agreement and make the survival or transfer. Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRCCDA, execution of an Amendment to the SRA may follow.

### **XLIV. HEADINGS**

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

#### **XLV. FEDERAL FUNDING**

The fulfillment of this Agreement is based on those funds being made available to the PRCCDA as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, CONSULTANT acknowledges that all funds are subject to recapture and repayment for non-compliance.

#### **XLVI. RECAPTURE OF FUNDS**

PRCCDA may recapture payments it makes to CONSULTANT that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONSULTANT must refund such recaptured payments within **thirty (30) days** after the PRCCDA issues notice of recapture to CONSULTANT. Noncompliance, with payment terms may generate the collection of interests.

#### **XLVII. OVERPAYMENT**

CONSULTANT shall be liable to the PRCCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONSULTANT shall reimburse such disallowed costs from funds other than those CONSULTANT received under this Agreement. Noncompliance with payment terms may generate the collection of interests.

#### **XLVIII. SEVERABILITY**

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

#### **XLIX. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRCCDA within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

#### **L. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONSULTANT relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

**IN WITNESS THEREOF**, the parties hereto execute this Agreement in the place and on the date first above written.

Puerto Rico Convention Center  
District Authority

Verónica Ferraioli Hornero. Esq.  
Executive Director  
100 Convention Boulevard  
San Juan, Puerto Rico

Tax ID No: 660-612633  
Unique Entity Id: FFMUBT6WCM1

Tax ID. No.   
Unique Entity Id:



**ATTACHMENT 3  
FORM FOR SUBMISSION OF INQUIRIES**

**Request for Proposals (RFP)**

**Architectural/Engineering Design Services for Improvements  
to Fernández Juncos Avenue and Connectors  
Economic Development Investment Portfolio for Growth Program (IPG)  
Community Development Block Grant – Disaster Recovery (CDBG-DR)  
Puerto Rico Convention Center District Authority  
RFP: CDBG-DR-IPG-PRCCDA-2025-03**

**Inquiry Form No. [ ]**

*Submit additional sheets of this Form for Submission of Inquiries if more than 9 questions are to be submitted*

**Proposer:**

**Date:**

No. Question	RFP Section or Document	RFP or Document Page No.
1		
2		
3		
4		
5		
6		
7		
8		



## **INSURANCE REQUIREMENTS**

The successful bidder shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, and submit to the Puerto Rico Convention Center District Authority (PRCCDA), insurance policies and/or bonds in compliance with the Insurance Requirement, as per the following:

1. STATE INSURANCE FUND CORPORATION'S WORKER'S INSURANCE
  - a. The Contractor shall provide workmen's compensation insurance as required by Act No. 45 of April 18, 1935, as amended, known as the workmen's compensation act of the Commonwealth of Puerto Rico a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
  - b. The Contractor shall provide to PRCCD a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
  - c. The Contractor shall also be responsible for compliance with said workmen's compensation act by all his subcontractors, agents, and invitees.
2. COMMERCIAL GENERAL LIABILITY, INCLUDING THE FOLLOWING COVERAGES AND LIMITS:
  - A. COMMERCIAL GENERAL LIABILITY - \$1,000,000.00 (GENERAL AGGREGATE)
  - B. COMMERCIAL GENERAL LIABILITY - PRODUCTS AND COMPLETE OPERATIONS - \$1,000,000.00
  - C. PERSONAL INJURY AND ADVERTISING - \$1,000,000.00
  - D. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
3. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
4. FIRE DAMAGE - \$100,000.00 (ANY ONE PERSON)
5. EMPLOYEES LIABILITY - BODILY INJURY BY ACCIDENT - \$1,000,000.00 (BY EMPLOYEE, BYACCIDENT)
6. COMMERCIAL UMBRELLA - \$3,000,000.00
7. AUTOMOBILE LIABILITY - \$1,000,000.00 CSL (HIRED & NON-OWNED) WITH MEDICAL
  - A. PAYMENTS OF \$5,000.00
8. PROFESSIONAL GENERAL LIABILITY AND/OR ERRORS AND OMISSIONS POLICY:
  - A. RISK, INTEREST, LOCATION, AND LIMITS:
    - I. EACH OCCURRENCE - \$1,000,000
    - II. AGGREGATE - \$2,000,000
    - III. DEDUCTIBLE - \$5,000.0

The Contractor must maintain the insurance for the duration of the Agreement.

**END OF DOCUMENT**





## **HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS UNDER THE IPG PROGRAM**

Given that the Agreement (herein, “Contract”) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this CONTRACT. In addition, CONTRACTOR shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Contract, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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

### **General Provisions:**

#### **1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

#### **2. STATUTORY AND REGULATORY COMPLIANCE**

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

#### **3. BREACH OF CONTRACTOR AGREEMENT TERMS**

The Puerto Rico Convention Center District Authority (PRCCDA) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this CONTRACT, in instances where the CONTRACTOR or any of its subcontractors violate or breach any CONTRACT term. If the CONTRACTOR or any of its subcontractors violate or breach any CONTRACT term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the CONTRACT documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

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

**5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

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

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRCCDA on a quarterly basis.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

**7. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**8. CONFLICTS OF INTEREST**

The CONTRACTOR shall notify the PRCCDA as soon as possible if this CONTRACT or any aspect related to the anticipated work under this CONTRACT raises an actual or potential conflict of interest, if applicable. The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRCCDA is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRCCDA any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRCCDA, including but not limited

to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

**9. SUBCONTRACTING**

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

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

The CONTRACTOR represents to the PRCCDA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this CONTRACT.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**10. ASSIGNABILITY**

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

**11. COPELAND “ANTI-KICKBACK” ACT**

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this CONTRACT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The CONTRACTOR shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

13. **DAVIS-BACON ACT**

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

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

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

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

14. **TERMINATION FOR CAUSE**

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the PRCCDA shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRCCDA, become the PRCCDA's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRCCDA for damages sustained by the Government of Puerto Rico and/or PRCCDA by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRCCDA may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRCCDA from the CONTRACTOR is determined.

15. **TERMINATION FOR CONVENIENCE**

(Applicable to contracts exceeding \$10,000)

The PRCCDA may terminate this CONTRACT at any time by giving at least a ten (10) days' notice in writing to the CONTRACTOR. If the CONTRACT is terminated by the PRCCDA as provided

herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

16. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR

may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

During the performance of this Agreement, the CONTRACTOR agrees as follows:

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

18. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**19. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

**20. ANTI-LOBBYING**

(Applicable to contracts exceeding \$100,000)

By the execution of this CONTRACT, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

## 21. BONDING REQUIREMENTS

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

The CONTRACTOR shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

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

2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to

this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the in 24 C.F.R. Part 75 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

E. The CONTRACTOR acknowledges that CONTRACTORS, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or CONTRACTOR agreements, program regulatory agreements, or contracts signed after this CONTRACT.

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRCCDA detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRCCDA has also established the Uniform Relocation Assistance Guide & Residential AntiDisplacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

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

**24. FAIR HOUSING ACT**

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

**25. ENERGY POLICY AND CONSERVATION ACT**

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

**26. POLITICAL ACTIVITY**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

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

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

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

**27. HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

**28. PERSONNEL**

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

**29. WITHHOLDING OF WAGES**

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

**30. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this CONTRACT shall be promptly reported in writing by the CONTRACTOR to the PRCCDA for the latter's decision, which shall be final with respect thereto.

**31. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

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

**32. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

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

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

**33. INTEREST OF CERTAIN FEDERAL OFFICERS**

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

**34. INTEREST OF CONTRACTOR**

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

**35. RELIGIOUS ACTIVITY**

The CONTRACTOR, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement.

**36. FLOOD DISASTER PROTECTION ACT OF 1973**

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

**37. LEAD BASED PAINT**

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN

RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBGDR/MIT funds.

38. VALUE ENGINEERING

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

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

39. GENERAL COMPLIANCE

The CONTRACTOR shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R.

§ 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The CONTRACTOR shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the CONTRACTOR on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2

C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act,

24 C.F.R. Part 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

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

The CONTRACTOR shall also comply with applicable PRCCDA's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

**40. DUPLICATION OF BENEFITS**

The CONTRACTOR shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The CONTRACTOR must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRCCDA, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The CONTRACTOR shall carry out the activities under this Agreement in compliance with PRCCDA's procedures to prevent duplication of benefits.

**41. DRUG-FREE WORKPLACE**

The CONTRACTOR must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

**42. HOLD HARMLESS**

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

**43. PRCCDA RECOGNITION**

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

44. LOGOS CLAUSE

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

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

46. FINANCIAL & PROGRAM MANAGEMENT

The CONTRACTOR shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The CONTRACTOR shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

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

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

48. ACCESS TO RECORDS

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

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRCCDA

The CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between PRCCDA



and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) years period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRCCDA upon request.

50. **CLIENT DATA AND OTHER SENSITIVE INFORMATION**

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

The CONTRACTOR must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRCCDA designates as sensitive or the CONTRACTOR considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the CONTRACTOR must comply with the PRCCDA CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

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

51. **CLOSE-OUT**

The CONTRACTOR's obligation to PRCCDA shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRCCDA), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRCCDA), determining the custodianship of records, and the CONTRACTOR certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CDBG-DR/MIT funds, including Program Income.

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

52. AUDITS AND INSPECTIONS

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

53. SINGLE AUDIT

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

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

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

54. INSPECTIONS AND MONITORING

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

55. CORRECTIVE ACTIONS

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

56. NONDISCRIMINATION

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

origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

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

The CONTRACTOR shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.<sup>1</sup>

57. **ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT**

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

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the description of “facilities” in 41 C.F.R. § 102–76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 et seq. (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

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<sup>1</sup> Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housingandequal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

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

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The CONTRACTOR shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the CONTRACTOR assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part1.

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

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

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

If the CONTRACTOR receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any

such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

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

The CONTRACTOR shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the CONTRACTOR procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian- Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

4) Notifications

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

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

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

59. LABOR STANDARDS

The CONTRACTOR shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The CONTRACTOR agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The CONTRACTOR shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRCCDA for review upon request.

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

60. CONDUCT

1) Contracts

- a. Monitoring: As applicable, the CONTRACTOR will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The CONTRACTOR shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The CONTRACTOR shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The CONTRACTOR shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRCCDA CDBG-DR/MIT Legal Division within three (3) days of its execution.

2) Conflict of Interest

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

- a. It is presumed that the CONTRACTOR is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the CONTRACTOR is not, the CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRCCDA, the CONTRACTOR, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of the PRCCDA has pecuniary interest in this contract. (2) No public servant of the PRCCDA has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRCCDA related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRCCDA has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRCCDA has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

If the CONTRACTOR receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRCCDA CDBG-DR/MIT Program so that PRCCDA may respond appropriately.

62. TECHNICAL ASSISTANCE AND TRAININGS

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

63. DISASTER RELIEF ACCOUNT

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

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRCCDA to its CONTRACTORS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the CONTRACTOR. The funds shall be used solely for eligible activities.

Further, the CONTRACTOR shall provide and make available to PRCCDA any and all documentation related to such account.

64. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTOR whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

**END OF DOCUMENT**

Initials:

\_\_\_\_\_  
PRCCDA

\_\_\_\_\_  
Contractor





**DISTRICT**  
PUERTO RICO

## EXHIBIT A-1

### MANDATORY REQUIREMENTS PROPOSAL CHECKLIST

#### Request for Proposals (RFP)

#### Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors

#### Economic Development Investment Portfolio for Growth Program (IPG)

#### Community Development Block Grant – Disaster Recovery (CDBG-DR)

#### Puerto Rico Convention Center District Authority

#### RFP: CDBG-DR-IPG-PRCCDA-2025-03

Submitted 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. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

Initials	Document Description
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
<b>Exhibit A-1: Mandatory Requirements Proposal Checklist</b>	
	<b>Organizational Documents:</b> Evidence of Registry of Providers ("RUP") of the Puerto Rico General Services Administration. If Proposer has not been able to obtain a RUP by the proposal Due Date, should provide evidence of having formalized the request at the General Services Administration.
	<b>Financial Requirements:</b> Year-end Financial Statements
	<b>Financial Requirements:</b> Interim Financial Statement
	<b>Financial Requirements:</b> Line of credit, available cash balances, or a combination thereof required of \$100,000.00
	<b>Financial Requirements:</b> Pending Litigation Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date.
	<b>Financial Requirements:</b> No Bankruptcy Sworn Statement, duly completed and notarized, dated not later than sixty (60) days before the Proposal submission date.
	<b>Financial Requirements:</b> Principals, Stockholders, Partners, or Members Information, if applicable.

Initials	Document Description
	<b>Exhibit D:</b> Non-Conflict of Interest Certification
	<b>Exhibit E:</b> Non-Conflict of Interest on Existing or Pending Contracts Certification
	<b>Exhibit F:</b> Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit
	<b>Exhibit G:</b> Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	<b>Exhibit H:</b> Non-Collusive Affidavit
	<b>Exhibit I:</b> Sworn Statement Under Act 2-2018
	<b>Exhibit J:</b> Anti-Lobbying Certification
	<b>Exhibit K:</b> Authorization for Background and/or Financial Information
	<b>Exhibit L:</b> Proposer's Prior Performance
	<b>Exhibit M:</b> Certifications and Representations of Offerors (Non-Construction Contracts)
	PRCCDA HUD General Provisions and other Federal Statutes, Regulations and PRDOH Requirements Under the IPG Program
	Model Contract

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name



**EXHIBIT A-2**  
**QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

Submitted 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. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. **If applicable, the Proposer shall submit for First-Tier Subcontractors those items indicated as applicable with a checkmark below.**

Company Submitting is:

☐ **Proposer**

☐ **First-Tier Subcontractor**

Initials	First-Tier Sub. Applicability	Document Description
		Company Cover Page
		One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
	✓	<b>Exhibit A-2:</b> Qualifications and Work Approach Proposal Checklist
		<b>Cover Letter:</b> The cover letter shall be signed by an authorized representative of the Proposer.
	✓	<b>Exhibit B:</b> Statement of Qualifications duly completed, initialized, signed and with corporate seal, as applicable

Initials	First-Tier Sub. Applicability	Document Description
	✓	<b>Profile:</b> Company profile establishing the experience, past performance, and qualifications of the firm for the services rendered in this RFP. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
		<b>Executive Summary:</b> The executive summary should include a brief overview of the project approach and the key staff who will be responsible for the services to be provided.
	✓	<b>Exhibit B:</b> Statement of Qualifications duly completed, initialized, signed and with corporate seal, as applicable.
		<b>Key Staff Résumé and Professional Information</b> <ul style="list-style-type: none"> <li>- Licensed Senior Design Manager</li> <li>- Engineer or Architect in Training</li> <li>- Design Draftsman</li> <li>- Electrical Engineer</li> <li>- Structural Engineer</li> <li>- Mechanical Engineer</li> <li>- Environmental Engineer</li> <li>- Geotechnical Engineer</li> <li>- Landscape Architect</li> <li>- Other Key Staff</li> </ul>
		<b>Technical Requirements (Section 6):</b> including the requirements listed in the Proposed Plan of Action/Work Approach of the RFP Instructions
		<b>Preference of Section 3 Business Concern</b> <i>(Optional)</i>
		<b>Preference of M/WBE</b> <i>(Optional)</i>
		First-Tier Subcontractor Information (if applicable)

Proposer's Signature

Date

Proposer's Printed Name



**DISTRICT**  
PUERTO RICO

**EXHIBIT A-3**  
**COST PROPOSAL CHECKLIST**

**Request for Proposals (RFP)**

**Architectural/Engineering Design Services for Improvements  
to Fernández Juncos Avenue and Connectors**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery (CDBG-DR)**

**Puerto Rico Convention Center District Authority**

**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

Submitted 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. The Puerto Rico Convention Center District Authority reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements.

<b>Initials</b>	<b>Document Description</b>
	Company Cover Page
	One (1) electronic copy of the Proposal One (1) redacted electronic copy of the Proposal (if applicable)
	<b>Exhibit A-3:</b> Cost Proposal Checklist
	<b>Exhibit N:</b> Cost Form

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name



**EXHIBIT B**  
**STATEMENT OF QUALIFICATIONS**

**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

**1. Proposer Statement:**

- 1.1. The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of work, and with the specifications (including the RFP and all documents attached thereto) and Addenda issued, if any, hereby proposes to furnish all labor, materials, equipment, and services for **RFP: CDBG-DR-IPG-PRCCDA-2025-03 Professional Services; Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors.**
- 1.1.1. Delivery Schedule: Proposer must adhere to the schedule as established in the Scope of Work. **(Attachment 1)**
- 1.1.2. For the execution of the contract, the undersigned offers the Price Proposal in **Exhibit N** (Cost Form).
- 1.2. If the undersigned receives an award under this RFP, the undersigned agrees to execute and deliver a contract on the prescribed form and furnish the required insurance within ten (10) days of the requirement.
- 1.3. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this RFP or any other RFP for the contract for which this RFP is submitted.
- 1.4. The Proposer represents he/she/they [ ☐ **has/have** ] [ ☐ **has/have not** ] participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order Number 10925 or the clause in Section 201 of Executive Order Number 11114; that he/she/they [ ☐ **has/have** ] [ ☐ **has/have not** ] filed all required compliance reports; and that representations indicating submission of required reports, signed by subcontractors, will be obtained prior to subcontract awards. The Proposer further represents that he will, if required, submit, and required subcontractors to submit a compliance report prior to the award of the contract or subcontract.

**2. Proposer Identification:**

- 2.1. Proposer Identification:

\_\_\_\_\_  
(Legal Name)

\_\_\_\_\_  
(Year of  
Establishment)

\_\_\_\_\_  
(Tax ID)

\_\_\_\_\_  
(UEI Number)

- 2.2. The following named person is hereby authorized to bind the Proposer in matters related to the Contract:

\_\_\_\_\_  
(Name)

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

- 2.3. Physical Address: \_\_\_\_\_

(Zip Code)

(Zip Code)

(Email Address)

☐ Joint Venture☐ Subsidiary[illegible]

Proposer's Initials: \_\_\_\_\_

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☐ ☐ ☐ ☐

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**3. Capacity to Provide Services:**

- 3.1. Profile:** Attach to this Statement of Qualifications the Proposer's company profile establishing experience, past performance and qualifications of the firm to render Project Management Services. See Tab \_\_\_\_\_
- 3.2. Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. (Not Applicable to Team Member and First-Tier Subcontractors) See Tab \_\_\_\_\_
- 3.3.** Has the Proposer been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?
- ☐ No
 ☐ Yes (See Attachment \_\_\_\_\_)

**If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.**



Proposer's Initials: \_\_\_\_\_

3.4. Experience and Capacity of the Team *(Include additional sheets of this table if necessary)* Provide a list of ongoing contracts/projects with their status and projected termination dates.

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	No. of Employees Assigned to Project & to Concurrently Provide Services to [Subrecipient Name]	Deliverables of the Project
1								
2								
3								
4								
5								
6								
7								
8								
9								

Proposer's Initials: \_\_\_\_\_

Proposer's Initials: \_\_\_\_\_

**4. Qualifications and Experience of Key Personnel** (Not Applicable to Team Member and First-Tier Subcontractors)**4.1. Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)
[Key Staff Position]				(See résumé in Tab ____)

**5. Acknowledgement of Addenda****5.1.** The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

**5.2. Under Oath Certification:**

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH or Puerto Rico Convention Center District Authority, or its agents or contractors, which was not equally available to other Proposer, and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Proposer's Initials:** \_\_\_\_\_

**If Entity is an individual:**

\_\_\_\_\_  
*(Signature of Individual)*

\_\_\_\_\_  
*(Printed Name of Individual)*

\_\_\_\_\_  
*(Address Line 1)*

\_\_\_\_\_  
*(Address Line 2)*

\_\_\_\_\_  
*(City)*

\_\_\_\_\_  
*(State)*

\_\_\_\_\_  
*(Zip Code)*

*[Remainder of Page Left Blank Intentionally]*

Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors  
Puerto Rico Convention Center District Authority

Proposer's Initials: \_\_\_\_\_

**If Entity is a sole partnership or operates under a trade name:**

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

**By:** \_\_\_\_\_  
(Authorized Representative's Signature)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**If Entity is a partnership or joint venture:**

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

**By:** \_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

*[Remainder of Page Left Blank Intentionally]*

**Proposer's Initials:** \_\_\_\_\_

**If Entity is a corporation:**

\_\_\_\_\_  
(Printed Name of Corporation)

\_\_\_\_\_  
(Corporate Address Line 1)

\_\_\_\_\_  
(Corporate Address Line 2)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

**By:**

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Title of Officer)

**Attest:**

\_\_\_\_\_  
(Secretary)

**[CORPORATE SEAL]**

\_\_\_\_\_  
(Jurisdiction of Incorporation)



**EXHIBIT C**  
**LIST OF COMPARABLE PROJECTS**

**Request for Proposals (RFP)**

**Architectural/Engineering Design Services for Improvements  
to Fernández Juncos Avenue and Connectors**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery (CDBG-DR)**

**Puerto Rico Convention Center District Authority**

**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

**1. Proposer Data:**

**1.1. Proposer's Identification:**

---

*(Proposer's Legal Name)*

---

*(Year of Establishment)*

---

*(Tax ID)*

*[Remainder of the Page Left Blank Intentionally]*

*[Proceed to Next Page for the Comparable Project Table]*

Proposer's Initials: \_\_\_\_\_

2. List of Comparable Projects:

**Comparable Projects:** The Proposer must provide a list of at least ## comparable projects, current or within the last XX years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
1						
2						
3						



Proposer's Initials: \_\_\_\_\_

2. List of Comparable Projects:

**Comparable Projects:** The Proposer must provide a list of at least ## comparable projects, current or within the last XX years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
4						
5						



Proposer's Initials: \_\_\_\_\_

## EXHIBIT D

### NON-CONFLICT OF INTEREST CERTIFICATION

CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS

#### Request for Proposals (RFP)

**Architectural/Engineering Design Services for Improvements  
to Fernández Juncos Avenue and Connectors**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery (CDBG-DR)**

**Puerto Rico Convention Center District Authority**

**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

Yo, \_\_\_\_\_, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de \_\_\_\_\_, he sido designado(a) como el/la representante autorizado(a) de \_\_\_\_\_ (el "Proponente"), para el proceso de adquisición del proyecto indicado en el título de este documento ("Proceso de Adquisición"). En virtud de ello, certifico que:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process, and that likewise, has had no direct or indirect financial interest with these for the past four (4) years.

*[Ningún servidor público o empleado de la Entidad Adquirente tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.]*

2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.

*[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.]*

3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of

monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process

*[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.]*

4. I do not have a kindred relationship within the fourth (4<sup>th</sup>) degree of consanguinity and/or second (2<sup>nd</sup>) degree of affinity with public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

*[No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la Entidad Adquirente que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la Entidad Adquiriente.]*

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

*[La Entidad Adquirente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Por tanto, la Entidad Adquiriente está comprometida con apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]*

In light of the above, I, the Proposer's Authorized Representative, also certify that:  
*[En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, certifico que también:]*

1. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Procuring Entity.

*[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquirente.]*

*[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquirente.]*

---

Signature of Proposer's Authorized Representative  
*[Firma del/la Representante Autorizado(a) del Proponente]*

---

Date  
*[Fecha]*

---

Printed Name of Proposer's Authorized Representative  
*[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]*



## EXHIBIT E

### NON-CONFLICT OF INTEREST CERTIFICATION ON EXISTING OR PENDING CONTRACTS

Request for Proposals (RFP)

Architectural/Engineering Design Services for Improvements

to Fernández Juncos Avenue and Connectors

Economic Development Investment Portfolio for Growth Program (IPG)

Community Development Block Grant – Disaster Recovery (CDBG-DR)

Puerto Rico Convention Center District Authority

RFP: CDBG-DR-IPG-PRCCDA-2025-03

I, \_\_\_\_\_, of legal age, of marital status (married/single), and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term "potential conflict" means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
  - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
  - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
  - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the

government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

---

Signature of Proposer's Authorized Representative

---

Date

---

Printed Name of Proposer's Authorized Representative



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

**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

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

In \_\_\_\_\_, \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of 2025 .

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

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

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

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

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

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



**DISTRICT**  
PUERTO RICO

**EXHIBIT G**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

**Request for Proposals (RFP)**

**Architectural/Engineering Design Services for Improvements**

**to Fernández Juncos Avenue and Connectors**

**Economic Development Investment Portfolio for Growth Program (IPG)**

**Community Development Block Grant – Disaster Recovery (CDBG-DR)**

**Puerto Rico Convention Center District Authority**

**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

The Proposer certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Certification.

In \_\_\_\_\_, \_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ of 2025 .

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

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

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



**(OATH ON THE FOLLOWING PAGE)**

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

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proposer, who I personally known or have identified by his/her \_\_\_\_\_.

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



**EXHIBIT H**  
**NON-COLLUSIVE AFFIDAVIT**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

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

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

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

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

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

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

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of Proponent. Who I personally known or have identified by his/her \_\_\_\_\_.

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



Proposer's Initials: \_\_\_\_\_

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

**SWORN STATEMENT**  
**Act 2-2018, Anti-Corruption Code for a New Puerto Rico<sup>2</sup>**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

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

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

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.  
1. [My name and personal circumstances are as stated above.]
2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador **no ha sido convicto ni se ha declarado culpable en el foro estatal o federal**, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los

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

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

siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.

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

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

7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscribiente, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.
7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*
8. El suscribiente, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.]*
9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta [Subasta, Solicitud de Cualificaciones o Solicitud de Propuestas.].
9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this IFB, RFQ or RFP.]*
10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.
10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

**Y PARA QUE ASÍ CONSTE**, juro y suscribo esta declaración en \_\_\_\_\_,  
\_\_\_\_\_, hoy \_\_\_\_\_ de \_\_\_\_\_ de 2025.

**[NOW THEREFORE, I hereby swear and sign this statement in \_\_\_\_\_,**  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.]

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

**JURAMENTO  
[OATH]**

AFFIDAVIT NÚM.: \_\_\_\_\_

Proposer's Initials \_\_\_\_\_

Exhibit I - Sworn Statement  
RFP: CDBG-DR-IPG-PRCCDA-2025-03

Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors  
Puerto Rico Convention Center District Authority  
Page 5 of 5

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

**JURADO Y SUSCRITO** ante mí por \_\_\_\_\_,  
de las circunstancias personales anteriormente mencionadas y a quien identifico mediante  
\_\_\_\_\_, en \_\_\_\_\_,  
hoy \_\_\_\_\_ de \_\_\_\_\_ de 2025.

**[SWORN AND SUBSCRIBED]** before me by \_\_\_\_\_,  
with the aforesaid personal circumstances and whom I have identified by means of  
\_\_\_\_\_, in \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.]

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



Proposer's Initials: \_\_\_\_\_

**EXHIBIT J**  
**ANTI-LOBBYING CERTIFICATION**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

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 and 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 making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

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



Proposer's Initials: \_\_\_\_\_

Exhibit J - Anti-Lobbying Certification

RFP: CDBG-DR-IPG-PRCCDA-2025-03

Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors

Puerto Rico Convention Center District Authority

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\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

**SF-LLL Instructions****Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503

Proposer's Initials: \_\_\_\_\_

Exhibit J - Anti-Lobbying Certification

RFP: CDBG-DR-IPG-PRCCDA-2025-03

Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors

Puerto Rico Convention Center District Authority

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### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if known: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. (a) Name and Address of Lobbying Registrant:</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
<b>(b) Individual Performing Services (Including address of different from No. 10a):</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<div style="display: flex; justify-content: space-between;"><div>Signature _____</div><div>Printed Name _____</div></div> <div style="display: flex; justify-content: space-between;"><div>Title _____</div><div>Telephone No. _____ Date _____</div></div>		
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</b>

Proposer's Initials: \_\_\_\_\_

Exhibit J - Anti-Lobbying Certification

RFP: CDBG-DR-IPG-PRCCDA-2025-03

Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors

Puerto Rico Convention Center District Authority

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## DISCLOSURE OF LOBBYING ACTIVITIES

### Continuation Sheet

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



**EXHIBIT K**  
**AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

By signing this Authorization, the Proposer authorizes the Puerto Rico Department of Housing (PRDOH) and the Puerto Rico Convention Center District Authority to seek any background and/or financial information it deems necessary to evaluate the Proposer's capacity financial in connection to the Request for Proposal (RFP), as the case might be, under the Community Development Block Grant-Disaster Recovery Program (CDBG-DR) and the Community Development Block Grant-Mitigation (CDBG-MIT).

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Name of Proposer Entity

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Signature of Authorized Representative

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Date

---

Printed Name of Authorized Representative



## EXHIBIT L

### PROPOSER'S PRIOR PERFORMANCE CERTIFICATION

#### Request for Proposals (RFP)

#### Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors

#### Economic Development Investment Portfolio for Growth Program (IPG)

#### Community Development Block Grant – Disaster Recovery (CDBG-DR)

#### Puerto Rico Convention Center District Authority

#### RFP: CDBG-DR-IPG-PRCCDA-2025-03

1. Has the Proposer been notified with a "Letter of Concern", which refers to any written communication from a Government entity notifying the Proposer, wariness or caution about the Proposer's performance under a contract to provide services.

☐ Yes ☐ No ☐ Other (Specify): \_\_\_\_\_

\_\_\_\_\_  
If yes, provide a copy of every "Letter of Concern" received from and as a contractor of a Government entity.

2. Has the Proposer been found in default of contract terms with any contracting entity?

☐ Yes ☐ No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

☐ Yes ☐ No ☐ Other (Specify): \_\_\_\_\_

\_\_\_\_\_  
Name of Surety Company: \_\_\_\_\_

Telephone of Surety Company: \_\_\_\_\_

Contact Person of Surety Company: \_\_\_\_\_

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---





**DISTRICT**  
PUERTO RICO

**EXHIBIT N**  
**COST FORM**

**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

**Name of Proposer:**

**Task 1 to 5 - Architectural-Engineering Design Phase**

Description	Fernández Juncos Fees
<b>Task 1:</b> "Kick-off" Meeting	\$
<b>Task 2:</b> "Existing Conditions; Design Parameters, Code and Permit"  2.1 Establish Design Parameters 2.2 Code and Permit Review	\$
<b>Task 3:</b> 60% Design Documents  3.1 Regulatory Approvals 3.2 Construction Documents 3.3 Technical Specifications 3.4 Cost Estimate 3.5 Project Schedule 3.6 60% Design Drawings approved.	\$
<b>Task 4:</b> 90% Design Documents  4.1 Regulatory Approvals 4.2 Construction Documents 4.3 Technical Specifications 4.4 Final Cost Estimate 4.5 Final Project Schedule 4.6 Permits and Approvals	\$
<b>Task 5:</b> 100% Construction Bid Documents	\$
<b>Total Cost [Tasks 1 to 5]</b>	\$

**Tasks 3, 4 and 5 – Architectural-Engineering Design Phase, Hourly Rates**

[A] Description	[B] Max. Hours per Month	[C] Rate per Hour	[D] Max. Monthly Cost ([B]x[C])
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$

Design Draftsman	\$	\$	\$
Electrical Engineer	\$	\$	\$
Structural Engineer	\$	\$	\$
Mechanical Engineer	\$	\$	\$
Environmental Engineer	\$	\$	\$
Geotechnical Engineer	\$	\$	\$
Landscape Architect	\$	\$	\$
[Other Key Staff]	\$	\$	\$
<b>[E] Sub-Total Monthly Cost</b>			<b>\$</b>
<b>Total Cost [Tasks 3 to 5] ([E] per Months) \$</b>			

**Tasks 6 – Bid Support Phase, Hourly Rates**

<b>[A] Description</b>	<b>[B] Max. Hours per Month</b>	<b>[C] Rate per Hour</b>	<b>[D] Max. Monthly Cost ([B]x[C])</b>
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$
Design Draftsman	\$	\$	\$
[Other Key Staff]	\$	\$	\$
<b>[E] Sub-Total Monthly Cost</b>			<b>\$</b>
<b>Total Cost [Tasks 6 to 8] ([E] per Months) \$</b>			

**Tasks 7 and 8 – CS Phase, Hourly Rates**

<b>[A] Description</b>	<b>[B] Max. Hours per Month</b>	<b>[C] Rate per Hour</b>	<b>[D] Max. Monthly Cost ([B]x[C])</b>
Licensed Senior Design Manager	\$	\$	\$
Engineer or Architect in Training	\$	\$	\$
Design Draftsman	\$	\$	\$
[Other Key Staff]	\$	\$	\$
<b>[E] Sub-Total Monthly Cost</b>			<b>\$</b>
<b>Total Cost [Tasks 6 to 8] ([E] per Months) \$</b>			

**Summary of Costs for Architectural and Engineering Services**

Description	Total
Architectural-Engineering Design Phase - Tasks 1 to Task 5	\$
Bid Support Phase - Task 6	\$
CS Phase - Tasks 7 to Task 8	\$
<b>Total Cost</b>	<b>\$</b>
<b>Notes:</b> <ol style="list-style-type: none"> <li>(1) The Cost Form must support the Scope of Services contained in the RFP and fully encompass all activities in the PROPONENT's Proposal.</li> <li>(2) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.</li> <li>(3) Cost figures must be submitted for each Task. If no cost is projected against any line item, indicate that situation by inserting the word "NONE".</li> <li>(4) Selected Proposer(s) must receive written authorization from PRCCDA before using any Staff. Cost incurred by the Proposers without PRCCDA's previous authorization will not be compensated.</li> <li>(5) Estimated costs for Architectural and Engineering services should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the Procuring Entity.</li> <li>(6) All quantities and unit costs must be completed wherever required. All Tasks must be classified whether completely or partially within the items shown herein, so that the total sum of all the items equals the cost of the complete work as required in the Scope of Services.</li> </ol>	

\_\_\_\_\_  
Proposer's Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Authorized Representative Printed Name



**EXHIBIT O**  
**REFERENCE INFORMATION**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements**  
**to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

The Proposer hereby authorizes the Puerto Rico Convention Center District Authority to seek past performance information through a "Performance Rating Questionnaire", or any other means it deems appropriate, for the following reference.

**Client Name:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Description of Services** \_\_\_\_\_  
**Provided:** \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer Entity

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative



**EXHIBIT P**  
**ONGOING ENVIRONMENTAL AND TECHNICAL STUDIES FOR THE FERNANDEZ JUNCOS AVENUE**  
**Request for Proposals (RFP)**  
**Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors**  
**Economic Development Investment Portfolio for Growth Program (IPG)**  
**Community Development Block Grant – Disaster Recovery (CDBG-DR)**  
**Puerto Rico Convention Center District Authority**  
**RFP: CDBG-DR-IPG-PRCCDA-2025-03**

ENVIRONMENTAL STUDIES	
Ongoing Procedure	
• Environmental Assessment	
○ USFW Consultation	
○ NEPA 24 CFR 58.6 Requirements	
▪ Coastal Barrier Resources System (CBRS) Units	
▪ Flood Insurance	
○ NEPA 24 CFR 58.5 Requirements	
▪ Noise Reduction & Control 1972, (as amended by the Quiet Communities Law of 1978)	
▪ Coastal Zone Management (Coastal Zone Management Act)	
▪ Historic Preservation: Section 106, SHPO	
▪ Endangered Species Act	
▪ Floodplain Management (Executive Orders 11988)	
Completed	
○ Flora & Fauna	
○ Noise Study	

COMPLETED TECHNICAL STUDIES	
• Existing Topography and Site Survey	
• Subsurface Utilities Survey	
• Hydrologic & Hydraulic Study (HH)	
• Traffic Study	
<i>*PRCCDA is in the process of commissioning a Potable Water and Sanitary Sewer Pressure and Flow Study and Land Surveying Services for the preparation of an As-Built Plan and a Certification of Conformity of Boundary.</i>	

# FERNÁNDEZ JUNCOS WORK PLAN MAP

- Fernández Juncos Avenue Segment
- Connectors





# SAN JUAN BAY ENTRANCE | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | EXISTING AND PROPOSED CONDITIONS



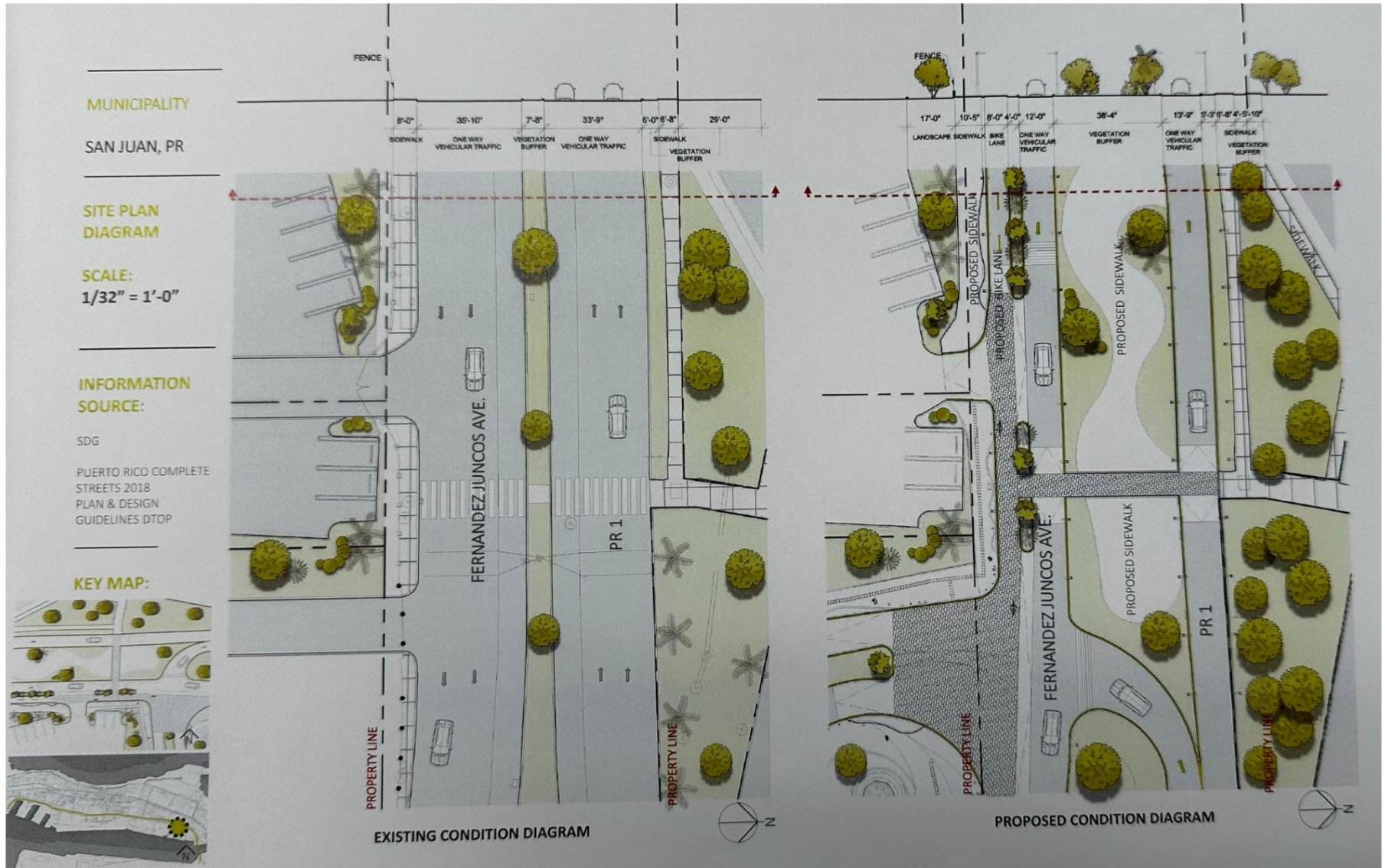




**DISTRICT**  
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# SAN JUAN BAY ENTRANCE | PROPOSED IMPROVEMENTS

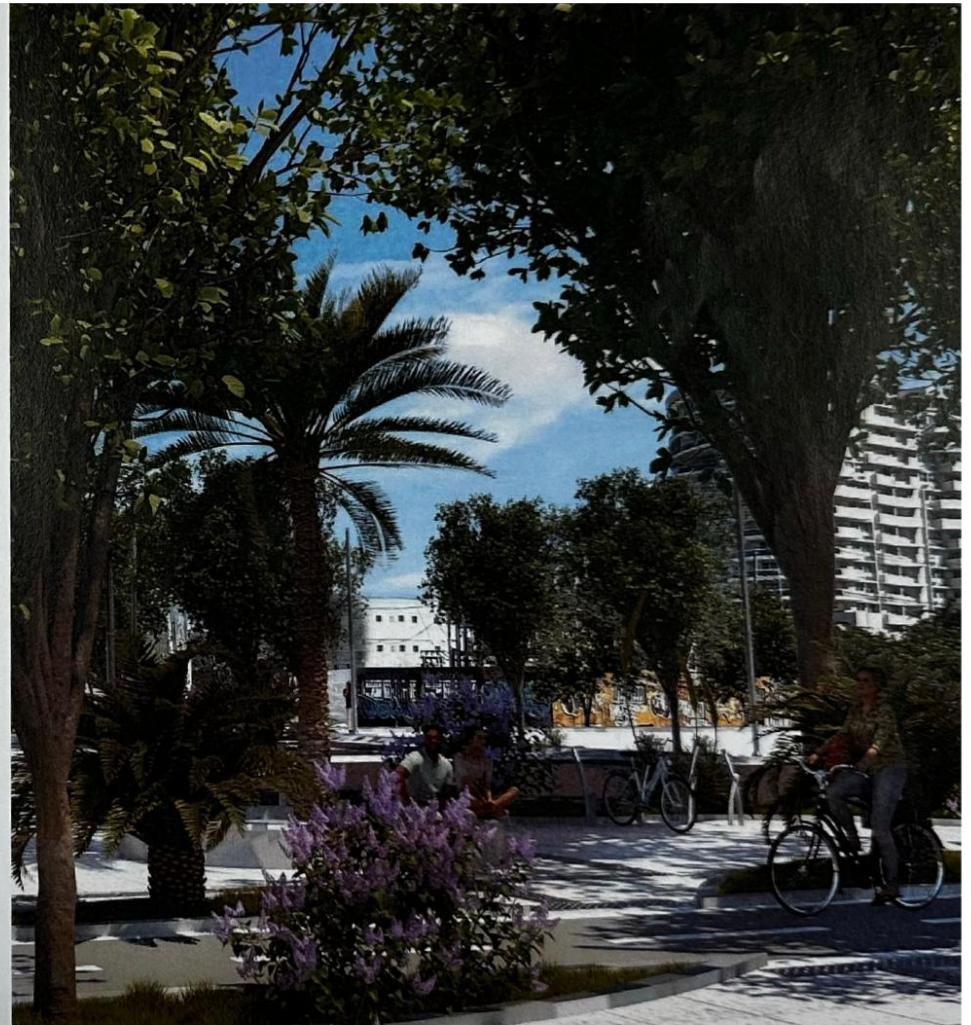
## URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS





# NAVY PIER EAST BLOCK | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | EXISTING AND PROPOSED CONDITIONS







**DISTRICT**  
PUERTO RICO

Attachment Q - Conceptual Design  
CDBG-DR-IPG-PRCCDA-2025-03  
Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors  
Puerto Rico Convention Center District Authority

# NAVY PIER EAST BLOCK | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS







**DISTRICT**  
PUERTO RICO

# STREET NO. 5 | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS







**DISTRICT**  
PUERTO RICO

Attachment Q - Conceptual Design  
CDBG-DR-IPG-PRCCDA-2025-03  
Architectural/Engineering Design Services for Improvements to Fernández Juncos Avenue and Connectors  
Puerto Rico Convention Center District Authority

# NAVY PIER CENTER | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | EXISTING AND PROPOSED CONDITIONS



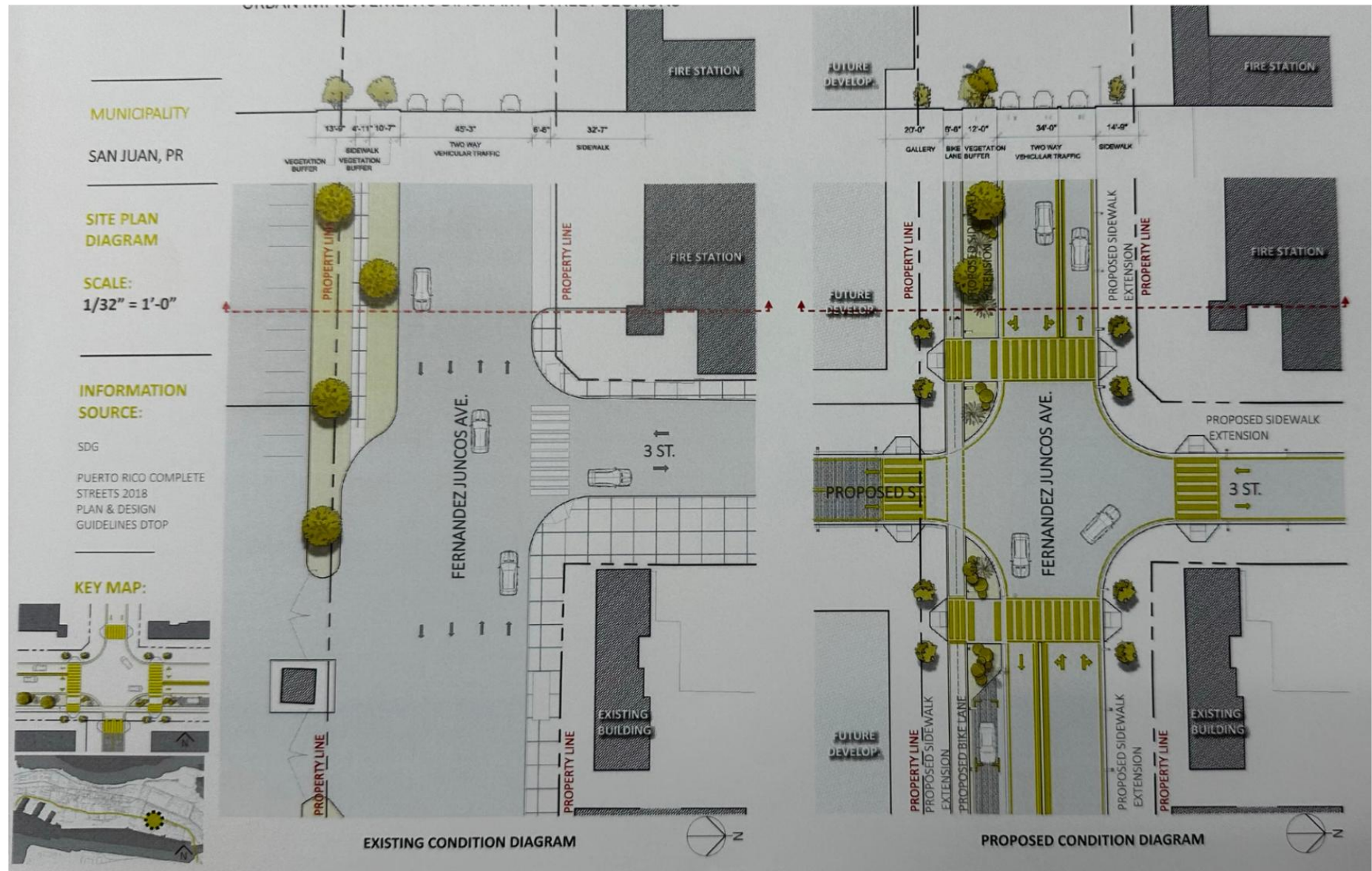




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# NAVY PIER CENTER | PROPOSED IMPROVEMENTS

## URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS

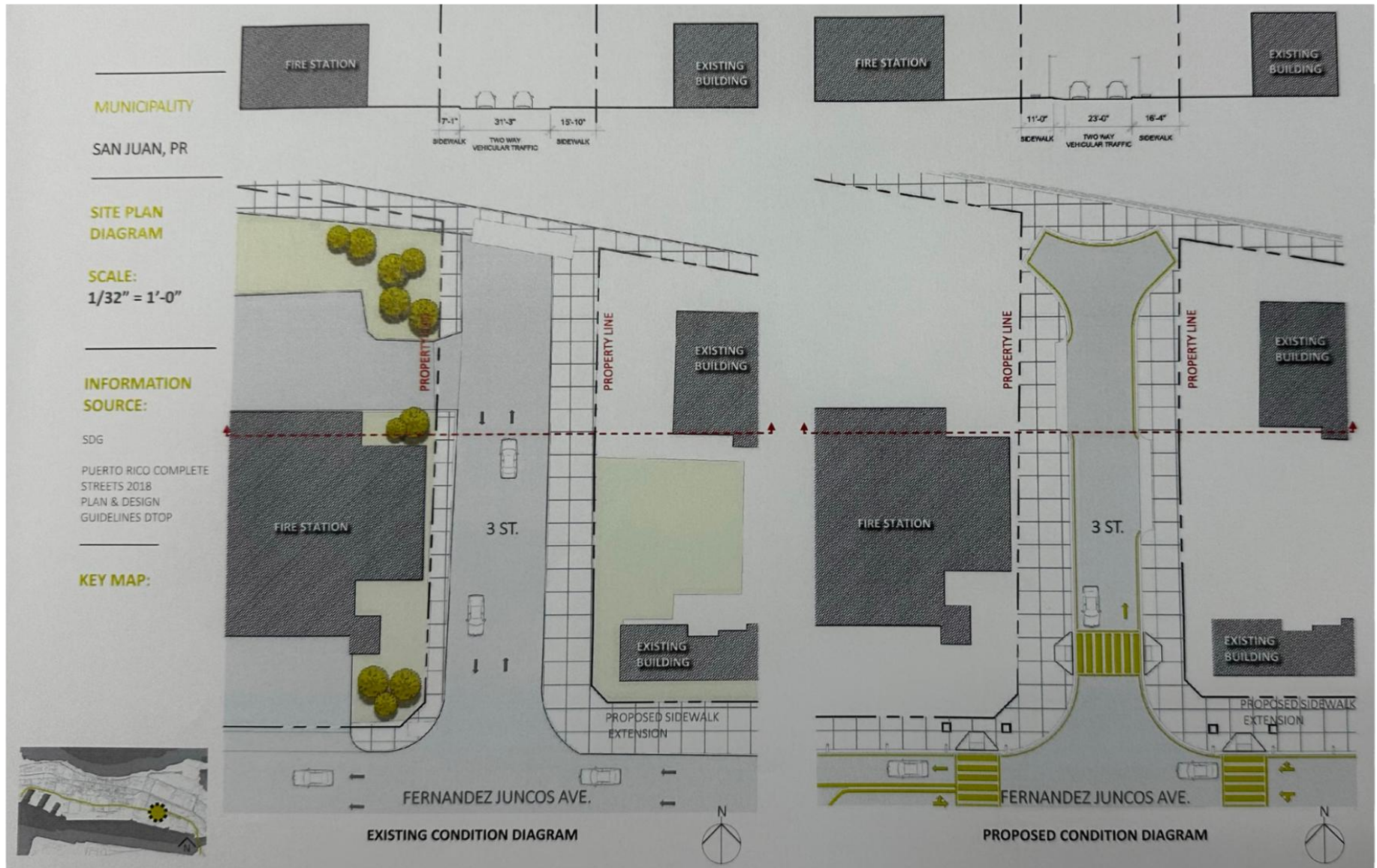




**DISTRICT**  
PUERTO RICO

# STREET NO. 3 | PROPOSED IMPROVEMENTS

## URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS







# NAVY PIER WEST BLOCK | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | EXISTING AND PROPOSED CONDITIONS



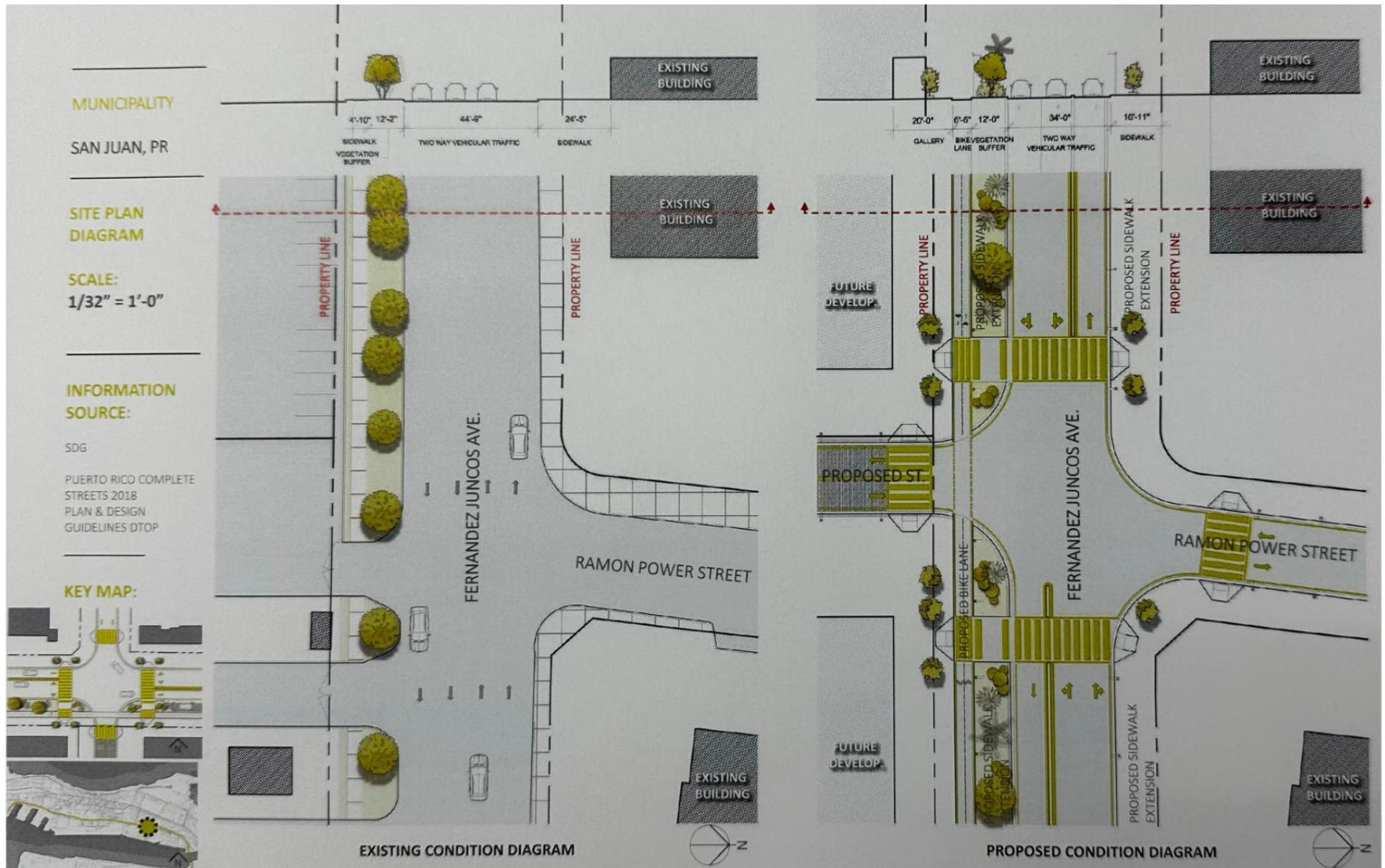




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# NAVY PIER WEST BLOCK | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS







**DISTRICT**  
PUERTO RICO

# RAMON POWER STREET | PROPOSED IMPROVEMENTS

URBAN IMPROVEMENTS DIAGRAM | STREET SECTIONS

