



DEPARTAMENTO DE

AGRICULTURA

GOBIERNO DE PUERTO RICO

# **Request For Proposals Architecture And Engineering (A&E) Services**

## **Santa Isabel Villa Pesquera Project**

**Under the FEMA Public Assistance Grant Program (FEMA PA)**

**RFP Published Date:** 9/17/2026

**RFP Deadline:** 10/18/2026

**RFP Number:** RFP 09172026-02 – A&E Services for FEMA PA – PRDOA.

**Project Number:** 690094 -**DI Number:** 1260658

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## 1. Background

Puerto Rico's Department of Agriculture ("**PRDA**") is an executive agency of the Commonwealth of Puerto Rico, originally established under Act No. 60 of April 25<sup>th</sup>, 1940, as amended, and subsequently reorganized by Act No. 4-2010, the *Reorganization Plan of the Department of Agriculture of 2010*, as amended.

The PRDA is responsible for administering programs and services that support the development, stability, sustainability and competitiveness of the island's agricultural sector. Through its affiliates and regional offices, PRDA works provides direct support in agricultural production, land development, crop insurance, and innovation, strengthening Puerto Ricos's agricultural industry. This structure enables the Department to effectively coordinate resources, deliver essential services, and advance the long-term resilience of the island's agricultural industry.

Hurricane Fiona significantly impacted the PRDA, making it a subrecipient of the Federal Emergency Management Agency ("**FEMA**") Public Assistance ("**PA**") Program. During the declared incident period of September 17–21, 2022, the PRDA experienced widespread damage caused by sustained winds of up to 85 mph, heavy rainfall, flooding, storm surge, and landslides. These conditions caused substantial damage to Santa Isabel's Fishing Village waterfront facilities and related infrastructure, including, but not limited to, the restaurant platform, boat ramp, docking pier, pier walking path, concrete slabs, and supporting structural elements.

On September 21, 2022, U.S. President Joseph R. Biden, Jr. declared a major disaster for the Commonwealth of Puerto Rico ("**FEMA-DR-DR-4671**"), authorizing FEMA to provide Public Assistance. As part of this declaration, the PRDA received federally obligated Project Worksheets ("PW's") to address Fiona-related damages to its marine and waterfront structure.

Accordingly, the PRDA issues this Request for Proposals ("**RFP**") to solicit proposals from responsible and qualified Vendors to provide the professional services required to support, implement, and complete the FEMA PA-funded work described in the PWs identified below. FEMA has authorized the PRDA to proceed with Architectural and Engineering ("**A&E**") activities for the following obligated PWs under **Category G, FEMA-DR- 4671**:

- **PW 2066: DI 1260658**

## 2. Purpose and Intent

The PRDA is issuing this RFP seeking proposals from qualified and responsible Proponents for **A&E services** described further in detail in **Appendix A - Scope of Work**, for the Project Worksheets identified above through a fair, open, and competitive procurement process.

The PRDA intends to award one or multiple contract(s) to a responsible and qualified A&E firm, a duly licensed Professional Engineer ("PE"), or a Registered Architect ("RA") to provide the required specialized A&E services. **Construction services are not part of this procurement.**

The scope of work includes, but is not limited to:

- A specialized structural study;
- A&E design services;

- Preliminary engineering analyses;
- Method of Repair
- Site evaluations/screenings; and
- Additional activities described in **Appendix A – Scope of Work** of this RFP.

The PRDA expects the work to be funded by federal awarding agency. Therefore, the PRDA will require the awarded Proponent(s) to ensure all work performed, pursuant to this RFP, is eligible for FEMA PA, and United States Department of Housing and Urban Development (“HUD”) grant funding and in compliance with all applicable FEMA, HUD, and other applicable Federal, state, and local laws, rules, regulations, and policies. This includes without limitation applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; applicable waivers; National Historic Preservation Act; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment.

In addition, the Proponent(s) must also comply with federal and state regulatory requirements and recognized standards of practices, including, but not limited to National Engineering and Hazard-Mitigation best practices applicable to FEMA PA projects.

## 3. Definitions

### 3.1 STANDARD DEFINITIONS

For purposes of this RFP, the following terms shall have the meanings set forth below. These definitions are provided to ensure clarity, consistency, and uniform interpretation of the requirements contained in this RFP and any resulting contract.

- **Proposer<sup>1</sup> or Proponents**- means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.
- **Awarded Proposer or Selected Proposer<sup>2</sup>** - means a Proposer awarded a contract resulting from this process and are used interchangeably in this document.
- **RFP Solicitation<sup>3</sup>** - means this series of documents, which establish the bidding and requirements and solicits Quotes (Proposals) to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation (RFP), cost proposal, attachments, appendixes and Bid Amendments (Addenda).
- **Public Assistance Program (“PA”)<sup>4</sup>** - Disaster assistance for communities to respond and recover quickly after presidentially declared emergencies or major disasters. FEMA's Public Assistance program provides grants to eligible government organizations and certain

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<sup>1</sup> Gov. of Puerto Rico — Central Office of Recovery, Reconstruction and Resiliency (COR3), “Modelo de Solicitud de Propuestas (RFP, por sus siglas en inglés)”, accessed November 21, 2025, <https://recovery.pr.gov/en/procurement-tools>.

<sup>2</sup> Gov. of Puerto Rico — Central Office of Recovery, Reconstruction and Resiliency (COR3), “Modelo de Solicitud de Propuestas (RFP, por sus siglas en inglés)”, accessed November 21, 2025, <https://recovery.pr.gov/en/procurement-tools>.

<sup>3</sup> Gov. of Puerto Rico — Central Office of Recovery, Reconstruction and Resiliency (COR3), “Modelo de Solicitud de Propuestas (RFP, por sus siglas en inglés)”, accessed November 21, 2025, <https://recovery.pr.gov/en/procurement-tools>.

<sup>4</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), “Glossary,” *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

private nonprofit organizations. This type of assistance is provided for debris removal, life-saving emergency protective measures, and for the repair, replacement, or restoration of disaster-affected facilities. FEMA allocates PA funding to the Government of Puerto Rico, which in turn is responsible for disbursing the funds to subrecipients.

- **Audit<sup>5</sup>** - refers to a financial review undertaken by an independent public accounting firm, the Inspector General's Office, the General Accounting Office (GAO) and/or Office of Management and Budget.
- **Category<sup>6</sup>** - to facilitate the processing of Public Assistance funding, FEMA separates Emergency Work into two categories (A-B), Permanent Work into five categories (C-G) based on general types of facilities, and in Administrative Expenses (Z). For a detailed description of each category, please visit the Project Category section.
- **Construction Materials<sup>7</sup>** - refers to articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. The listed items are:
  - Non-ferrous metals;
  - Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - Glass (including optic glass);
  - Fiber optic cable (including drop cable);
  - Optical fiber;
  - Lumber;
  - Engineered wood; and
  - Drywall.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. See 2 C.F.R. Part 184.3.

- **Central Office for Recovery, Reconstruction and Resiliency (COR3)<sup>8</sup>** -refers to the Central Office for Recovery, Reconstruction and Resiliency ("COR3") is a division within the Public-Private Partnerships Authority created on October 23, 2017, by Executive Order-EO 2017-65. COR3 was created for the purpose of (a) identifying, procuring and administering all state, federal and/or private resources available to the Government of Puerto Rico or any government entity to invest in the recovery; (b) coordinating and channeling all the efforts and activities of the Government of Puerto Rico and its government entities related to the recovery; (c) financing, executing, or effecting infrastructure projects related to the recovery; and (d) advising the Governor of Puerto Rico and providing technical assistance and advice to other government entities in any matters related to the recovery. COR3 will carry out its purposes in a manner that ensures the most efficient and effective use of the resources available for recovery and to minimize the duplication of recovery works between government entities.

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<sup>5</sup> FEMA Acronyms, Abbreviations and Terms A Capability Assurance Job and Field Aid July 2023; [https://www.fema.gov/sites/default/files/documents/fema-acronyms-abbreviations-terms\\_FAAT\\_03-2023.pdf](https://www.fema.gov/sites/default/files/documents/fema-acronyms-abbreviations-terms_FAAT_03-2023.pdf)

<sup>6</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>7</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>8</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

- **Contract<sup>9</sup>** - For purposes of these programs, a contract is an agreement entered into between the government and a principal contractor to provide goods and services for a price.
- **Contractor<sup>10</sup>** - A business, organization, or agency that receives funding to perform work under a contract. A contractor may be a corporation, small business, university, non-profit, sole proprietor, or other entity. When a company has a contract with the government, they may hire another company to perform part of the work. When this happens, the company who was awarded the government contract is called principal contractor and the company hired by the principal contractor is called sub-contractor.
- **Disaster<sup>11</sup>** - A sudden event, such as an accident or a natural catastrophe, that causes great damage or loss of life.
- **DR 4671<sup>12</sup>** - Disaster Declaration for Hurricane Fiona in Puerto Rico declared by the President of the United States on September 21<sup>st</sup>, 2022.
- **Flood Map** - A Flood Insurance Rate Map ("FIRM"), Flood Boundary and Floodway Map ("FBFM"), and Flood Hazard Boundary Map ("FHBM") are all flood maps produced by FEMA. The FIRM is the most common type of map, and most communities have this type of map. At a minimum, flood maps show flood risk zones and their boundaries, and may also show floodways and Base Flood Elevations (BFEs). The FBFM is a version of a flood map that shows only the floodway and flood boundaries. The FBFM is no longer produced; current FIRMs include all of this information. The FHBM is an older version of a flood map and is based on approximate data.

More recent flood map products include digital FIRMs, which are created using digital methods and can be incorporated into a community's Geographic Information System ("GIS"). FEMA has also produced Q3 Flood Data, which includes certain features of the FIRM, and may be used for insurance purposes and planning activities. The Q3 cannot be used as the official NFIP map for site design or flood risk determinations.

- **Floodplain<sup>13</sup>** - means any land area that FEMA has determined has at least a 1% chance in any given year of being inundated by floodwaters from any source.<sup>14</sup>
- **Floodplain Management<sup>15</sup>** - refers to the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood risk reduction works and floodplain management regulations.

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<sup>9</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>10</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>11</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>12</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>13</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>14</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>15</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

- **Floodway<sup>16</sup>** - The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities regulate development in these floodways to ensure there are no increases in upstream flood elevations.
- **Hazard Mitigation<sup>17</sup>** - Any action taken to reduce or eliminate the long-term risk to human life and property from hazards. The term is sometimes used in a stricter sense to mean cost-effective measures to reduce the potential for damage to a facility or facilities from a disaster event.<sup>18</sup>
- **Permanent Work (Categories C-G)<sup>19</sup>** - Work that is required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards.
- **Project<sup>20</sup>** - A logical grouping of work required as a result of the declared emergency or major disaster.
- **Project Worksheet (PW)<sup>21</sup>** - A tool used by the Applicant and FEMA to develop projects. The PW (FEMA Form 90-91) is the primary form used to document the location, damage description and dimensions, scope of work, and cost estimate for each project.
- **Repair<sup>22</sup>** - The return of infrastructure damaged by a major disaster to a safe and sanitary living or functioning condition.
- **Subrecipient<sup>23</sup>** - A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program. It does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

## 4. General Provisions

- 4.1. NUMBER OF AWARDS:** At the sole discretion of the Department and based upon the breadth and experience of Proponents to this RFP, or other factors considered in the best interests of Puerto Rico, the Department may award multiple contracts to more than one Proponent and award any Proponent one or more steps or task orders per contract. Proponents acknowledge and accept that the Department reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals, to amend the Proposal before it is awarded and to withdraw an award(s) if an agreement

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<sup>16</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>17</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>18</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>19</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>20</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>21</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

<sup>22</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>23</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

acceptable to the Department is not reached, notwithstanding the Proponents' submission of Best and Final Offers ("BAFOs").

- 4.2. NUMBER OF CONTRACTS:** The Department reserves **NUMBER OF CONTRACTS:** The PRDA reserves the right, without limitation, to grant more than one contract and/or select more than one qualified Proponent or bidder and to 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. Likewise, the PRDA reserves the right to modify the contract(s) of the selected Proponent(s) to extend the original duration, as further explained in this RFP. Award of the contract(s) will be made to the qualified and responsible firm(s) whose proposal meets RFP's requirements and is the most advantageous to the Government, price and other criteria to be considered.
- 4.3. NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP:** Issuance of this RFP does not constitute a commitment by the PRDA to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law, including the Financial Oversight and Management Board for Puerto Rico ("FOMB"), if applicable. The PRDA will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by the sub-recipient entity after approval by the appropriate governmental authorities. If the PRDA is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest- ranked Proponent(s) or cancel and reissue a new RFP. The PRDA reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico. If any or all proposals are rejected, the sub-recipient entity reserves the right to re-solicit proposals.
- 4.4. OWNERSHIP OF PROPOSALS:** All documents, including Proposals submitted to the sub-recipient entity, become the property of the PRDA. Selection or rejection of a Proposal does not affect this provision.
- 4.5. EXPENSES:** Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the PRDA, if any. The PRDA will not be liable to any Proponent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.
- 4.6. WAIVER OF INFORMALITIES:** The PRDA reserves the right to waive any informality, irregularity, and/or non-material omission in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities and/or the Government of Puerto Rico.
- 4.7. CONFIDENTIALITY OF PROPOSALS:** The PRDA shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proponent so identifies such information in its Proposal as proprietary or confidential, and (ii) the PRDA determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. The PRDA obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data.

Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. The PRDA shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proponent thereby grants to the PRDA an unrestricted license to use such unrestricted portions of the Proposal.

- 4.8. COLLECTION AND USE OF PERSONAL INFORMATION:** Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the PRDA with personal information of employees who have been included as resources in Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the PRDA. Such written consents are to specify that the personal information may be forwarded to the sub-recipient PRDA for the purposes of responding to this RFP and use by the PRDA for the purposes set out in the RFP. The sub-recipient PRDA may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the PRDA.
- 4.9. RFP AND PROPOSAL AS PART OF AGREEMENT:** This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal will become part of any contract between the PRDA and the Proponent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.
- 4.10. PERFORMANCE EVALUATION** Please be advised that the resulting contract from this RFP process will be subject to a series of performance evaluations throughout its term. By assessing the contractor's performance at different stages of the contract term, the PRDA aims to uphold the principles of fairness, transparency, and efficiency in government procurement. The evaluations will seek to review contractors' performance in the following or more areas: quality standards, delivery timelines, regulatory requirements, level of quality and value for the resources invested, and professionalism. The feedback obtained through performance evaluations can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the PRDA to learn from past experiences and enhance its practices for better outcomes.

## 5. Contact Person and Registration

### 5.1. SUBMISSION

All Proposals must be sent, within the provided timeframe, and addressed to:

Andrés F. Rosado Martínez  
Office of Recovery

**Attention to:**  
Japhet Cruz  
Office of Recovery

**Puerto Rico's Department of Agriculture**

1309 Av. Manuel Fernández Juncos  
San Juan, 00908

OR

P.O. Box 10163  
San Juan, PR 00908-1163

**Tel.** 787-331-0121

**E-mail:** [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov) ; [arosado2@agricultura.pr.gov](mailto:arosado2@agricultura.pr.gov) ;  
[jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov)

**5.2. COMMUNICATIONS**

All communications regarding this RFP must be submitted through [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov) and addressed to the PRDA authorized representative and Point of Contact ("POC") identified below:

- 1. Andrés F. Rosado**
- 2. Japhet Cruz**

No other channels of communication (including without limitation telephone, or communications through other PRDA personnel, contractors, or advisors) are authorized.

**5.3. REGISTRATION**

Interested Proponents do not need to register to receipt of this RFP.

**6. RFP Timeline**

The following schedule is to advise all Proponents of key dates of the **RFP** process. Please note that the **RFP** timeline includes target dates that may be subject to change. Changes to key dates of the RFP process will be communicated to all Vendors via Addenda through e-mail. However, **it is the sole responsibility of the Proponent to monitor updates to the RFP Timeline.**

The deadline for this process is detailed below:

**Table 1: RFP Timeline**

| Event                             | Targeted Timeline                    |
|-----------------------------------|--------------------------------------|
| Request for Proposal Publication  | 9/17/2026                            |
| Submittal of Questions via e-mail | 9/20/2026                            |
| RFP Proposal Submission Deadline  | 10/18/2026 until 11:59 AST via email |
| RFP Award-Notification            | TBD                                  |
| Execution of Agreement            | TBD                                  |

**\*\*\*This schedule might be subject to change.**

The PRDA reserves the right to extend the Proposal Submission date and time. In the event of a dispute over the time and date of receipt of a proposal, the date and time of receipt set by the PRDA will prevail.

Proposals that have not been submitted by the designated date and time will not be considered. Proposals without all the required information and documentation will be rejected and will not be considered. The PRDA reserves the right to reject any, and all, Proposal Package that does not comply with the requirements set forth in this **RFP**.

## **6.1. ADDENDA**

The designated Representative identified in **Section 5: Contact Person and Registration** have the sole authority to issue any addenda to this RFP. Any changes to the specifications or requirements will be made in writing and posted through email. **Vendor must acknowledge receipt of all addenda in their Proposal.**

Please note that after the submission of Proposals, additional requests, interpretations, clarifications, corrections, or changes to this RFP may be made by addendum.

If, as a result of the aforementioned, PRDA issues an Addendum through email resulting in modifications or additions to the original RFP and the Vendor has already submitted its Proposal, or any part thereof, before the issuance of an Addendum, the Vendor may submit a revised Proposal by the Proposal Submission Date and time. PRDA reserves the right to extend the Proposal Submission Date and time.

Interested Proponents have the sole responsibility of monitoring updates and information communicated through email. All official communication related to this RFP will be per that indication. The notice of this proposal shall not constitute a formal agreement between the parties.

## **6.2. QUESTIONS AND ANSWERS**

The PRDA encourages Proponents to review and analyze the published solicitation package before submitting its Proposal.

Proponents may submit questions to the PRDA regarding any matter contained in this RFP. All questions must be submitted in writing on or before the Request for Information ("RFI") deadline established in **Table 1: RFP Timeline** in accordance with the instructions below. All questions must be submitted using the required format and within the timeframe established in this **RFP**.

## **6.3. SUBMISSION OF QUESTIONS**

All questions must be sent to [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov) and must reference RFP number.

Any correspondence or questions that do not comply with this requirement or that are sent to any other platform will not be considered or receive a response.

By submitting a Proposal each Proponent certifies that they fully understand, acknowledge, and accept all terms and conditions of this RFP and any amendment thereto, without restriction.

## Proposal Submission Requirements

### 6.4. INSTRUCTIONS

Proposals are to be **no longer than 50 pages** in length, one-sided, and on 8 x 11 size paper. **Attachments and Resumes do not count for the 50-page limit.** Proposal font size shall not be any less than 12 points, with 1-inch margins, except for tables and charts, but such text must be clearly legible. Proponents may use 11 x 17 size paper for graphical elements such as organizational charts and timelines which will count as one page for the 50-page restriction. Proponents are encouraged to submit only relevant and necessary information. Also, Proponents may include a Table of Contents that will be exempt from the page limit.

Proposals must be submitted in accordance with the schedule described in this RFP, and the order described in this section. Proponents have the responsibility to ensure the entirety of their proposal is submitted before the deadline. The PRDA will not accept any proposal, or additional documents, pages, or attachments to the RFP submitted after the prescribed deadline.

To be considered responsive to this RFP, the Proponent(s) shall complete and submit the following documents:

### 6.5. FORMAT

To ensure uniformity with specific requirements, the Proposals shall adhere to the following parameters:

- **The proposal must be compiled in digital PDF format and sent by email to [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov) ; [arosado2@agricultura.pr.gov](mailto:arosado2@agricultura.pr.gov) ; [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov)**
- **All Proponents are required to submit (2) physical copies of their proposal, or the emails above provided.**

The Proponent shall clearly identify its Proposal Package, with the following information:

1. Solicitation title and number;
2. Proposal due date;
3. Proposal submission date;
4. Proponent's legal name, telephone number, email and mailing address; and
5. Must be signed by an Authorized representative.

Proposals not organized in the manner set forth in this RFP may be considered non-responsive at the sole discretion of the PRDA. Sections should be tabbed to identify the location of the required information.

**Please read carefully. The structure and order of the Proposals should be as follows:**

#### 1. Cover Letter (1 Page)

- The cover letter should be addressed to Department of Agriculture, Puerto Rico, including the RFP number and name, and date of submittal.
- Identification of the firm or entity, including name, address, and telephone number. Name, title, address, and telephone number of contact person during period of proposal evaluation. A statement to the effect that the qualifications presented, including key personnel/staff will be available for the project.
- Signature of a person authorized to bind the Firm to the presented qualifications.

- This letter should be signed by an official with the legal authority to bind the Proposal; **if a corporation, a corporate resolution must be included as an attachment authorizing the official who signs the Proposal. The Corporate Resolution does not count toward the Proposal page limit.** The letter shall include a statement that the Proposal and all terms and pricing presented therein are to be valid for a minimum of **one hundred twenty (120) days**.
- The PRDA prefers that firms submit individual responses, not joint proposals, or rely on subcontractors to provide the required services. However, if the Proponent would only be able to fully respond to the RFP by partnering with other firms or utilizing subcontractors, please submit a joint response, including a detailed explanation of why your firm, or group of firms, would not be able to fulfill the requirements of the RFP through a sole response.

## 2. Statement of the Proponent

- Fully executed **Appendix C - Statement of the Proponent** with all the required information, including experience with federal grants and related federal requirements.

## 3. Scope of Services

- This section shall include, in narrative, outline, and/or graph form the Proponent's approach to accomplishing the tasks outlined in the Scope of Services, **Appendix A - Scope of Work** of this RFP. A description of each Task, Sub-Task, and Services and deliverables, as well as the schedule for accomplishing each shall be included. Provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar to the PRDA.

## 4. Financial Capacity Documentation

- Provide all documentation required in this RFP to demonstrate Financial Capacity of the Proponent as set forth in **Section 12 – Financial Capacity** of this RFP.
- Include a statement making a firm commitment that the Proponent will pay its employees without regard to the timing of payment by the PRDA.
- **The financial statements or the alternate documents mentioned in this RFP, as well as the statement from the previous bullet, will not count toward the page limit for this section or the overall page limit for the Proposal.**

## 5. Cost Proposal

- Include the Cost Proposal, using the Template included in the **Appendix D - Cost Proposal**.

## 6. Evidence of Insurance Requirements:

- Proponent shall submit evidence of insurance that meets or exceeds the requirements of the RFP, or a signed certified statement from an official legally authorized to bind the Proponent that commits the Proponent to deliver evidence of the required insurance as stated in this RFP.
- The selected Proponent(s) must maintain, at its own expense, insurance coverage of the types and limits specified in this RFP and resulting contract.
- Insurance shall include, but not be limited to, general liability, workers' compensation, automobile liability, and professional liability, where applicable.
- The policies must be issued by insurers licensed to do business in the relevant jurisdiction and must remain in full force throughout the performance of the contract.
- The selected Proponent(s) must maintain valid insurance coverage throughout the duration of the contract. **Failure to comply with the insurance requirements shall constitute termination of contract.**
- Proof of insurance and any required endorsements in accordance with this RFP must be provided **within [ten (10)] business days of written request by PRDA and prior to execution of the contract.** Failure to submit insurance requirements within the specified

**timeframe will result in the Vendor's disqualification.**

- **Evidence of insurance is exempt from the Proposal's page limit.**

#### **7. Certification of the SAM Registration and Unique Entity ID ("UEI") number**

- SAM registration certification with an **Active** UEI Number.
- Annual renewal of the SAM Certification is a federal requirement for this contract award. Proponents must maintain a active status throughout contract execution.
- **Proponents' evidence of SAM registration is exempt from the Proposal's page limit.**

**Failure to provide proof of active registration in SAM.gov will render the proposal non-responsive and may result in disqualification from consideration.**

#### **7. Eligibility Certificate issued by ASG**

- Proponents shall register to the Sole Registry of the Commonwealth of Puerto Rico, created by the General Services Administration ("ASG"), and must submit an eligibility certificate issued by ASG (the *Registro Único de Licitadores de la Administración de Servicios Generales*.) Said certificate shall evidence that the Proponent is eligible to participate in proposals from Agencies of the Commonwealth of Puerto Rico.

#### **9. All Proponents must duly sign, fill out, and include as ATTACHMENTS with the proposal:**

- **Appendix E - Certification Regarding Lobbying**
- **Appendix F - Non-Conflict of Interest**
- **Appendix G - Non-Collusion Affidavit**
- **Appendix H - Eligibility Affidavit**
- **Appendix I - Proposal Signature Page**
- **Appendix J - Act No 2-2018 Sworn Statement**

## **8. Terms and Conditions**

### **8.1. TERMS OF THE CONTRACT**

In the event that the PRDA executes one or more contracts pursuant to this RFP, the anticipated contract term is 1 year from the effective date. This Contract shall not exceed the FEMA PA period of performance.

### **8.2. FEDERAL CONTRACTING REQUIREMENTS**

The work contemplated under this RFP is expected to be funded, in whole or in part, with FEMA financial assistance, specifically FEMA PA funding. Accordingly, the Selected Proponent(s) will be required to comply with all project specifications and all applicable federal and Puerto Rico laws, regulations, Executive Orders, and policies, including those required by 2 C.F.R. § 200.327, Appendix II to 2 C.F.R. Part 200, and any additional provisions required by the federal awarding agency.

Proponent(s) must submit a signed copy of **Appendix K - Federal Contract Provisions** with its Proposal as an acknowledgement of, and agreement to comply with, with said federal requirements applicable to FEMA-funded contracts, including those set forth in 2 C.F.R. Part 200, 2 C.F.R. § 326, and Appendix II to Part 200.

### 8.3. PRDA'S RESPONSIBILITIES

The PRDA will provide for this RFP:

- All the available information considered necessary for the Project's execution.

### 8.4. CERTIFICATION OF REGISTRATION IN SAM.GOV

All Proponents must provide a valid copy of their current and active Certification of Registration in the System for Award Management (**SAM.gov**) as part of their proposal submission. The registration must be active at the time of submission and maintained throughout the duration of the Contract. Proponents shall include a copy of their SAM.gov registration record, including the Unique Entity Identifier ("**UEI**"), with their proposal. The registration must match the legal entity submitting the Proposal, its affiliates, and subcontractors.

**Failure to provide proof of active registration in SAM.gov will render the proposal non-responsive and may result in disqualification from consideration.**

### 8.5. PROPONENT EXPENSES

Proponents are solely responsible for their expenses in preparing a Proposal and for subsequent negotiations with the PRDA, if any. The PRDA will not be liable to any Proponent for any claims, costs, or damages incurred or arising from the preparation and/or submission of a Proposal, the loss of anticipated profit in connection with any eventual Agreement, or any other related matter. The PRDA makes no representation or warranty regarding the award or outcome of this RFP and shall bear no obligation or liability, resulting from the issuance, amendment, suspension, cancellation of the RFP.

By submitting a Proposal, each Proponent acknowledges that it submits its Proposal at its own cost and risk.

### 8.6. INVOICING

The proponent, if contracted, is required to use the Invoicing Template included as **Appendix L** of this **RFP and adhere to all invoicing requirements outlined in the accompanying spreadsheet.**

The proponent is responsible for ensuring that all submitted invoices are complete, accurate, and include the necessary supporting documentation as specified. Invoices must be submitted in a timely manner and in accordance with the billing frequency and deadlines established in the contract. Failure to comply with the invoice format or requirements may result in delays in payment processing or rejection of the invoice.

**All invoices** must contain the following language at verbatim:

*"We certify under penalty of nullity that no public servant of the Government of Puerto Rico will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Department of Agriculture of Puerto Rico. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof."*

## 8.7. PAYMENT

Payments shall be issued for services provided previously approved by the PRDA. It is the Selected Proponent responsibility to provide all services as set forth under the Scope of Work. The Selected Proponent shall submit an invoice to the PRDA on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to Requests for Authorization (if any), purchase receipts (if any), timesheets, and invoice, if any. If PRDA determines that the submitted invoice and supporting documentation is acceptable, then the invoice will be approved for payment.

An authorized representative of PRDA will review each invoice and, if adequate, will approve and process its payment. PRDA reserves the right to conduct any audits if deemed necessary. The Selected Proponent agrees to cooperate fully with any such audit or audits. The services rendered under the Selected Proponent agreement shall be payable within thirty days from the date the Invoice is reviewed and approved by the PRDA.

## 8.8. DOCUMENTATION AND RECORDS

To maintain an effective program, clear procedures delineating preparation, regular cleaning schedules and response to activities need to be documented thoroughly. The Proponent, if contracted, agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Proponent shall maintain all books, records, accounts and reports required for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the vendor contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

## 8.9. CONTRACT AWARD

The **PRDA** will provide oversight on all contractual matters between the PRDA and the awarded Proponent(s), including final professional services fee compensation, contract details, and compliance.

The PRDA reserves the right to reject any or all proposals and to award the bid under the conditions it deems most advantageous to the interests of the PRDA, regardless of the amount of the offer. It also reserves the right to award the proposal to more than one proponent, cancelling the RFP and/or the award of the Proposal at any time before the signing of the corresponding contract. The submission of a response to an RFP does not represent an agreement of any kind between the PRDA and the proponent. The PRDA will award the Proposal in writing and will state the reasons it has for the award. The PRDA has the right to cancel the process of RFP without notice at any time.

# 9. General Disclosures

The issuance of this **RFP**, submission of a response by any entity/team, and the acceptance of such response by the PRDA does not oblige the PRDA. Proponents shall only be bound by their proposal for the period of **one hundred twenty (120) days** required in this RFP. Legal obligations will only arise upon the execution of a formal agreement between the PRDA and the selected Proponent.

By responding to this RFP, proponents acknowledge and consent to the following conditions relative to the procurement process. The PRDA is not bound to accept any proposals if proponents do not meet the PRDA's requirements.

The proposal from any proponent that fails to pass the PRDA determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.

Proponents should submit their best proposals initially, since negotiations may not take place.

The laws of the Commonwealth of Puerto Rico shall govern this RFP process. Any disputes relating to this RFP must be resolved accordingly. Exclusive venue for a judicial challenge is the Appeals Court of the Commonwealth as provided for by the laws of the Commonwealth.

### **9.1. ACCURACY OF THIS RFP AND RELATED DOCUMENTS**

The PRDA assumes no responsibility for the completeness, or the accuracy of specified technical and background information presented in this RFP or otherwise distributed or made available during this RFP process. Without limiting the generality of the foregoing, the PRDA will not be bound by or be responsible for any explanation or interpretation of the RFP documents other than those given in writing. In no event may a proponent of this RFP rely on any oral statement by PRDA agents, advisors, or consultants.

### **9.2. CONFIDENTIAL OR PROPRIETARY INFORMATION**

One copy of each proposal will be retained for the PRDA files and will not be returned. If a proponent considers that its proposal contains material that is confidential and/or proprietary, the proponent must clearly note or mark each section of material as confidential and/or proprietary. The PRDA will determine whether such material meets the requirements for an exemption from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the PRDA does not consider such material to meet the requirements for exemption from disclosure, the material will be made available to the public, regardless of the notation or markings. It is the responsibility of proponents to be thoroughly informed and familiar with the requirements of disclosure of public documents.

Furthermore, by responding to this **RFP**, proponents acknowledge and agree that the PRDA will not be responsible or liable in any way for any losses that the proponent may suffer from the disclosure of information or materials to third parties. It is the responsibility of the proponent, as the real party in interest, to object to any disclosure and defend any action that may be necessary to protect its confidential information.

### **9.3. RESERVED RIGHTS**

Without limitation and in addition to other rights reserved by the PRDA under this RFP, the PRDA reserves the rights, at its sole discretion, to:

- a. Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proponents at any time.
- b. Modify any dates set or projected in this RFP and extend any deadlines.
- c. Amend, supplement, or otherwise modify this **RFP** prior to the date of submission of the proposals.
- d. Cancel, modify, or withdraw the **RFP**, in whole or in part, at any time prior to the execution by the PRDA of a Contract, without incurring any cost obligations or liabilities.
- e. Cancel this procurement and issue a new procurement for part or all of the Project or pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as the PRDA deems appropriate.

- f. Terminate review of Proposals received at any time.
- g. Elect not to commence or continue negotiations with any Proponent.
- h. Waive or permit any Proponents' submittal of corrections, addenda, and supplements to data previously provided in response to this RFP.
- i. Require confirmation of information furnished by a Proponent, require additional information from a Proponent concerning its Proposal, and require additional evidence of technical capability.
- j. Seek and obtain information or data, from any source, that may assist the PRDA in reviewing the Proposals and investigate the qualifications and Proposal of any Proponent.
- k. Investigate perceived conflicts of interest of any firm by 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
- l. Appoint committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal review and selection.
- m. Waive non-material deficiencies, informalities, and irregularities in Proposals, accept and review a non-conforming Proposal, or seek clarifications or modifications to a Proposal.
- n. Disqualify any Proponent that violates the terms of the **RFP**.
- o. Conduct further investigations with respect to the qualifications and experience of each Proponent; and,
- p. Exercise any other right reserved or afforded to the PRDA under this **RFP** or applicable law.

## 10. Scope of Services

The Scope of Services set forth in **Appendix A** of this RFP defines the purpose, intent, and technical requirements of the Project. Accordingly, each Proponent must submit a Proposal that fully addresses and incorporates all necessary studies, professional services, tasks, sub-tasks, materials, coordination efforts and deliverables required for the successful execution of the Scope of Work as outlined in **Appendix A** and this RFP.

It is the Proponent's sole responsibility to conduct an exhaustive evaluation of **Appendix A** and, based on its proven expertise and professional judgment, ensure that its proposal includes every necessary work to fulfill the Project's objectives in a complete and compliant manner.

The design scope will be executed in concurrence for all the Damages. In developing its Proposal, and performing the required services, the A&E firm must consider the following:

- All works include mitigation measures and code compliance measures as recommended by FEMA in the respective scope of work included in **Appendix A**.
- Compliance with local Act No. 173 of August 12, 1988, ensuring that all engineering, architectural, and surveying services are performed by professionals duly licensed in Puerto Rico, thereby guaranteeing that all technical work is carried out by qualified and legally authorized practitioners in accordance with local licensing standards.

Proponents, within its Proposal, must furnish sufficient detail to enable the PRDA to evaluate the Proponent's technical understanding, proposed methodology, staffing, qualifications, and capacity to perform the required services.

The awarded Proponent(s) must successfully execute the services as set forth in **Appendix A** of this RFP in accordance with applicable federal and state laws and regulations, and professional licensing requirements governing the practice of architecture and engineering in Puerto Rico.

## 11. Cost Proposal

The proposal must be submitted exclusively in the Table Format provided in **Appendix D - Cost Proposal Cost Proposal** of this **RFP**. Pricing information must be consistent with the format provided in **Appendix D**. Proposals will be scored based on this format.

Proponents must submit a Cost proposal based on the tasks included in the **Appendix A - Scope of Services**. The proposals shall be made in dollars and cents per party.<sup>24</sup>

**All Projects will be carried out concurrently under a phased implementation approach, with the Proponent responsible for completing each Task specified in this Scope of Services.**

The requested services under the tasks and subtask included in the **Appendix A - Scope of Services**, must be included in the cost proposal. All deliverables must be submitted at 30%, 60%, 90%, and 100% milestones unless otherwise specified. The Department of Agriculture will not provide additional funds outside the approved contract amount. Cost proposals must account for all efforts necessary to meet the scope requirements described in the **Appendix A**.

If, during the design process, any regulatory agency requires modifications in accordance with current regulations, the Proposer must address such requirements as part of the ordinary scope of design services, and this shall not be subject to a change order or additional compensation.

The proposal submitted by the proposer shall include all expenses related to incidentals, overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services. The Department of Agriculture will not cover any additional costs.

The PRDA expects the Proponents to submit firm and fixed pricing. Proposals based on estimated contingent or variable pricing will not be accepted.

**Note:** Proponents must use the template provided in **Appendix D**. This is a **substantial requirement**, and failure to include the Cost Proposal or any alteration of the required format **shall be cause for disqualification**.

## 12. Financial Capacity

The Proponent in its proposal, shall demonstrate that it has the adequate financial resources to perform the services under the Contract. The Proponent must provide:

- **Year-end (fiscal or calendar):** Audited, reviewed, or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant ("CPA") and prepared in accordance with at least year 2023, and any and prepared in accordance with the US

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<sup>24</sup> Section 38 (D) Content of the Proposal, Regulation No. 6632 of June 10, 2003, titled "General Regulation of Purchases and Auctions of the Department of Agriculture and its Institutional Units", at page 16.

Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.

- **Year-to-Date Information:** The Proponent must provide the most recent interim (year-to-date) financial statements for a period ending no later than ninety **(90) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- **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, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or a financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proponent. The certification and/or confirmation shall be provided on the bank or financial institution's letterhead, including its address, email, and phone number, the amount required of the unencumbered line of credit, plus available cash balances.
- If the Proponent 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 Proponent, 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.

**Subsidiaries.** If the Proponent is a subsidiary that needs to rely on the financial capacity or resources of its parent or holding company to demonstrate its financial capacity to comply with all the requirements imposed by or as a result of the contract, the Proponent **must:**

1. Submit its own financial statements in compliance with this sub-section, **and**
2. Submit a complete copy of its parent or holding company's year-end (fiscal or calendar) audited, reviewed, or compiled financial statements for the most recent two years issued by a Certified Public Accountant ("CPA") and prepared in accordance with U.S. Generally Accepted Accounting Principles. **Failure to provide the required supporting documentation by the Proposal Submission deadline when relying on the financial capacity of its parent or holding company will result in the Vendor's disqualification.** If the Vendor will rely on the financial capacity or resources of its parent or holding company, the parent or holding company must participate in this RFP event and present a joint proposal. **Failure to present a joint proposal with its parent or holding company by the Proposal Submission deadline will result in the Vendor's disqualification.**

The preferred option to evaluate the financial capacity of the Proponent is the most recently audited, reviewed or compiled financial statements. If such are not available, the Department of Agriculture may accept, at its sole discretion, unaudited financial statements if the Vendor also provides:

1. Certified Federal or State Tax Returns for the most recent two (2) years.

The Department of Agriculture reserves the right to request additional information as may be necessary to evaluate the financial stability of the Proponent. **Failure to provide the most recent financial statements, as required above, or the specific alternate documents mentioned above by the Proposal Submission deadline will result in the Vendor's disqualification.**

Documentation requested under this section will be used to assess the Vendor's financial capacity. Any information submitted (including trade secrets, proprietary, or confidential information) may also be made available to FOMB, COR3, FEMA, HUD or any other federal or state agency that requires said information for program evaluation and compliance purposes

**The Department of Agriculture reserves the right to reject any proposals in which the documents mentioned in this Section are not submitted.** This section should also include a statement making a firm commitment that the Proponent will pay its employees without regard to the timing of payment by the Department of Agriculture.

The financial statements or the alternate documents mentioned above will not count toward the page limit for this section or the overall page limit for the Proposal. The Department of Agriculture will automatically reject all proposals in which the documents mentioned above are not submitted.

## 13. Evaluation Criteria and Requirements

All Proposals will first be screened for completeness and adherence to the requirements of this RFP. **Appendix M - Mandatory Requirements Proposal Checklist** outlines the mandatory requirements for participation in this RFP process. Proponents must submit all required information set forth for their Proposal to be evaluated.

Accepted proposals will be reviewed by the PRDA and scored against the stated criteria outlines in **Table 2: Evaluation Criteria**. The committee may review references, request interviews/presentations, conduct interviews, demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The score will be tabulated, and the proposals ranked based on the numerical scores received.

The requested proposal will be known as **Design and Supervision Services** provided by established and experienced engineers or architects firms. The **Awarded Proponent** shall be a professional or technical team fully experienced in project designs, architectural and engineering concepts, site improvements and infrastructure strategies, building development and technology, cost estimates, administration, management, evaluation, project control (budget and schedule) accounting, technological reporting systems, construction quality control and processes.

The Department of Agriculture must comply with all applicable federal and state laws, regulations, executive orders, and policy. Consequently, the Department of Agriculture will review the Proponent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following evaluation criteria:

### 13.1. EXECUTIVE SUMMARY

As part of its Proposal, Proponents must provide a complete profile of its organization, mission, and vision statements. The Proposal profile should detail experience with projects of Architectural and Engineering Design and Supervision Services. **Refer to Appendix C - Statement of the Proponent.**

### 13.2. EXPERIENCE AND STRATEGY IN PROVIDING THE SERVICES (up to 25 points)

Proponents must demonstrate their experience and strategy providing A&E services. Refer to **Appendix C - Statement of the Proponent**. The Proposal must include, but is not limited to:

- Organization/company's history, experience, and capabilities as it relates to the proposed scope of work. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results. **(up to 3 points)**
- Indicate whether you have experience working with public or federal entities, and years of experience performing like services. The Proponent must also be well versed in Federal compliance, provide proven knowledge on how to address Mitigation Considerations, with a proven performance record. **The Department of Agriculture will only consider** A&E firms with established and verifiable experience, and at least two (2) projects with A&E considerations. **(up to 4 points)**
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP, including any federally funded projects. **(up to 8 points)**
- A minimum of three (3) references from the Proponent (as Prime Contractor) to which similar services have been provided within the past five (5) years of a comparable sized institution or company, offering for each a summary of the work performed and how it relates to the scope of work under this RFP. Each reference should include a point of contact name, their title, name of the organization they represent, and their phone and e-mail information so that they may be contacted by the PRDA. **Refer to Appendix C - Statement of the Proponent. (up to 7 points)**
- Detail your firm's understanding of the challenges and barriers for a funded project as contemplated in **Appendix A** and other Mitigation Considerations stated in this RFP, and the approach to overcoming these barriers. **(up to 5 points)**
- Identify potential risk factors and methods for dealing with these factors. **(up to 3 points)**

### **13.3. TEAM QUALIFICATIONS (up to 35 points)**

The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience demonstrating the Proponent's capacity to address mitigation considerations aligned with the Project scope, including the provision of A&E services focused on designing and implementing measures to prevent future erosion and reduce impacts from heavy rains, flooding, and stormwater runoff in roads and similar structures. **Refer to Appendix C - Statement of the Proponent (up to 25 points)**

Proponents must attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope for this project based on the **Scope of Work** and **Appendix C** of this RFP.

Proponents must submit with its Proposal legible copies of all company, organization, and/or key personnel licenses and permits, required by applicable law and this RFP to perform the Scope of Work as outlined in **Appendix A**. This includes but is not limited to licensing requirements set forth in Act No. 173 of August 12, 1988, as amended. **(Up to 10 points)**

Licenses, permits, and certifications must be current, valid, and in good standing at the time of Proposal Submission date, and throughout performance. **Failure to provide copies of required active licenses, permits, and/or certifications by the Proposal Submission deadline will render the Proposal non-responsive and result in the Vendor's disqualification**

**13.4. FINANCIAL CAPACITY (up to 5 points)**

Proponent must demonstrate financial capacity to successfully execute the contract by submitting the required information set forth in **Sections 7.2** and **12** of this RFP.

**13.5. COST PROPOSAL (up to 25 points)**

Provide Cost Proposal and Breakdown of Costs based on the Scope of Services provided in **Appendix D**.

**13.6. Inclusion of Small Businesses Enterprises (“SBE”), Minority Businesses Enterprises (“MBE”), Women’s Business Enterprises (“WBE”), and Veteran-Owned Businesses (“VOB”), and Labor Surplus Area Firms (“LSA”) (Up to 5 points)**

The Department of Agriculture is committed to promoting inclusiveness and equal opportunity in all procurement processes. In accordance with federal requirements under 2 C.F.R. § 200.321, the participation of SBE, MBE, WBE’s, VOB, and LSA’S is strongly encouraged. **Refer to Appendix C - Statement of the Proponent.**

Proponents that qualify as SBE, MBE, WBE, VOB, and/or LSA are encouraged to submit their current and valid certification demonstrating such status. If the Proponent intends to subcontract a portion of the work described in this RFP, it must provide an explanation of how the Proponent will engage and include SBE, MBE, WBE, VBO, and LSA, as part of the proposed team, and how much work it estimates will be provided to those businesses under this RFP. All subcontractors certified as SBE, MBE, WBE, VBO, and/or LSA that will participate as part of the Proponent’s team need to be identified and described in this section.

Provide information on specific programs and/or policies designed to recruit and develop SBE, MBE, WBE, VBO, and LSA. Include a list of such suppliers/subcontractors.

**Table No. 2: Evaluation Criteria**

| Evaluation Criteria: Summary of Points                           |           |
|------------------------------------------------------------------|-----------|
| Description                                                      | Points    |
| Mandatory Requirements                                           | Pass/Fail |
| Experience and strategy in providing the services                | 30        |
| Team qualifications                                              | 35        |
| Financial Capacity                                               | 5         |
| Cost Proposal and Cost Proposal Breakdown                        | 25        |
| Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses | 5         |

|        |     |
|--------|-----|
| TOTAL: | 100 |
|--------|-----|

13.7. FINAL EVALUATION

The Department of Agriculture will review all Proposals submitted based on the proponent’s experience and execution of similar and complex projects. The Project will be awarded to firms that exceed the requirements of the RFP for the best value of overall services that surpass the Department of Agriculture’s interests and are in full compliance with FEMA PA procurement requirements.

The Department of Agriculture may award a contract to the Proponent(s) whose Proposal offers the best value for the Department of Agriculture, Government of Puerto Rico and its communities. The Department of Agriculture may award a contract to a Proponent not offering the lowest-price Proposal, if in the judgment of the Evaluation Committee or the Department of Agriculture, the Proposal offers the best overall value for the Government of Puerto Rico.

13.8. NEGOTIATIONS

The Department of Agriculture may recommend discussion and negotiations with “Qualified Proposer(s)”. Negotiations are exchanges between the Department of Agriculture’s Auctions Board and Proposers that are undertaken with the intent of allowing the Proposers to revise their Cost Proposals. The primary objective of discussions is to maximize the Department of Agriculture’s ability to obtain the best possible offers, based on the requirements set forth in the RFP. The Department of Agriculture may elect to request the submission of best and final offers (“BAFO’s”) from one or more of the highest qualified proposers or shortlisted proposers, if any.

If the Department of Agriculture enters negotiations with the highest ranked proposer and the parties are unable to reach an agreement, the Department of Agriculture may terminate negotiations and initiate negotiations with the next highest ranked proposer. This process may continue in succession until a contract is successfully negotiated with a qualified proposer, or the Department of Agriculture may elect to conduct a new solicitation if deemed in the best interests of the Department of Agriculture.

14. Blackout Period and Prohibited Communications

14.1. DEFINITION OF BLACKOUT PERIOD

The blackout period is a specified period during a competitive procurement process in which any Proponent, bidder, or its agent or representative, is prohibited from communicating with the Department of Agriculture employee or any of its contractor(s) involved in any step in the procurement process about the solicitation. The blackout period applies not only to the Department of Agriculture’s employees, but also to any current contractor of the Department of Agriculture. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement.

This solicitation designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP’s defined method of communication with the RFP Coordinator identified in **Section 5 - Contact Person and Registration**. The blackout period begins on the date that the

PRDA first issued the publication of this RFP and will end when the twenty (20) days of request for judicial review have passed.

In the event a prospective Contractor may also be a current contractor of the Department of Agriculture, the Department of Agriculture's employee and the prospective Proponent may contact each other with respect to their existing contract and duties only. Under no circumstances may the Department of Agriculture employees or current contractors discuss this RFP or corresponding procurement process or status. Any bidder, Proponent, or Department of Agriculture's contractor who violates the blackout period may be excluded from the awarding contract and/or may be liable to the Department of Agriculture in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for the Department of Agriculture, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code, Puerto Rico Act No. 2-2018.

## 14.2. OTHER PROHIBITED COMMUNICATIONS

Communications with other representatives of the Government of Puerto Rico or relevant entities of Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proponent's proposal.

# 15. Compliance with Federal and State Requirements

## 15.1. REQUIRED CERTIFICATIONS

The contents of the proposal prepared by the selected proponent(s), with any amendment approved by the PRDA, will become part of the agreement that will be executed with such proponent as a result of this **RFP** process.

Any potential contract related or pursuant to this **RFP**, will include those clauses required when contracting services similar to those procured under this **RFP** and those included in contracts with the **Government**, such as contractual provisions requiring:

- Certificate of Good Standing
- Certificate of Incorporation (Puerto Rico Department of State)
- Original certifications evidencing that the proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification, issued by the Puerto Rico Treasury Department (i.e., '*Departamento de Hacienda*').
- Income Tax Filing Certificate from the last five (5) years issued by the Puerto Rico Treasury Department (i.e., '*Departamento de Hacienda*'), or a certification from the Contractors, vendors, and suppliers confirming no obligation to file or pay taxes in PR during the past five (5) years.
- No Tax Debt Certificate or evidence of an active and compliant payment plan issued by the Puerto Rico Treasury Department (i.e., '*Departamento de Hacienda*').
- Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department (i.e., '*Departamento de Hacienda*').

- Personal Property Tax Certification, certifying no dept, or compliant payment plan for real and personal property taxes issued by the Puerto Rico Municipal Revenue Collection Center (i.e., 'CRIM').
- Merchant's Registration Certificate (Form SC 2918)
- Sales and use Tax Filing Certificate (Form SC 2942), reflecting filing compliance for the last sixty (60) tax periods.
- Certification of Compliance issued by the Child Support Administration ("ASUME", for its Spanish acronym). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.
- Act No. 2-2018 Sworn statement before a notary public, signed by the president or chief executive authorized to represent the proponent, indicating that the proponent, its subsidiaries, affiliates and/or parent companies, and their respective shareholders, directors, partners, officers, executives, or principals have neither been convicted nor has probable cause for their arrest been found against any of them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of the Commonwealth of Puerto Rico, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
- Certification of Employer Registration and of Debt in Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in the Commonwealth of Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in the Commonwealth of Puerto Rico.
- **Insurance Requirements:** the Department of Agriculture Contractors are required to submit, unless otherwise established in an agreement, valid insurance documents prior to the contract start date. The minimum requirements include:
  - Comprehensive General Liability Insurance:
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate

- Automobile Liability Insurance:
  - Including hired and non-owned vehicles
  - \$2,000,000 per accident
- Policy Terms
  - Minimum of 30 days prior written notice to the Department of Agriculture in case of cancellation or changes.
- Certificate of Insurance
  - Will be submitted upon request and renewed accordingly during the contract term.
- No Debt Certification and copy of current policy issued by the Puerto Rico State Insurance Fund, pursuant to Act No. 45-1935, as amended, and incidental regulations.
- Other Applicable Insurance
  - Any coverage specific to the work scope, including special vehicle and driver permits or insurance (e.g., Chauffeur's insurance).

All certifications must be current, that is, issued within thirty (30) days from the date the selected proponent executes any agreement or contract with the Department of Agriculture.

The selected proponent will be contractually required to abide by the laws of the Government of Puerto Rico as governing laws under the agreement or contract. Any disputes must be resolved accordingly. The exclusive venue shall be the courts of the Commonwealth of Puerto Rico.

The Department of Agriculture shall reserve the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given at least thirty (30) days prior to such proposed termination date.

### **15.2. COMPLIANCE WITH PUERTO RICO'S GOVERNMENT ETHICS ACT**

Proponents responding to this RFP understand and agree that in the event of selection, the Proponent is subject to Act No. 2 of January 2, 2018. The law establishes a code of conduct to regulate the conduct of contractors and suppliers of goods and services with the Executive of the Commonwealth of Puerto Rico and applicant economic incentive agencies.

Furthermore, the **Selected Proponent(s)** shall:

- 1.** Diligently work with the Department of Agriculture and any other personnel on all matters that may arise in connection with the engagement as per the terms of this **RFP** and the agreement or contract to be executed between the parties.
- 2.** Assume sole responsibility for the complete effort required to achieve the **Scope of Services and Tasks**.
- 3.** Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the Department of Agriculture; and
- 4.** Comply with applicable federal, state, Commonwealth and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico.

5. Proponent Qualification: the awarded Proponent shall submit all required documentation at the commencement of the contracting process to qualify as a Contractor, in full compliance with applicable government regulations.

Proponents must submit a Sworn Statement in accordance with Act No. 2-2018 requirements, herein included as **Appendix J**.

### **15.3. NON-DISCRIMINATION CLAUSE**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, 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 contractor 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.

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, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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 advising the labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the applicable rules, regulations, or orders, this contract may be canceled, terminated,

or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

In the event the Department of Agriculture agrees for the awardee to subcontract the services, the contractor will include the nondiscrimination provisions in every subcontract or purchase order unless exempted, and will take action to enforce such provisions, including sanctions for noncompliance.

The contractor agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work.

The contractor agrees to assist and cooperate with the administering agency and the Secretary of Labor in obtaining compliance with contractors and subcontractors with the equal opportunity clause.

The contractor further agrees it will not enter into any contract subject to Executive Order 11246 with a contractor debarred from government contracts and will carry out sanctions for violations as required.

Contractor shall comply with 49 U.S.C. § 5301(d), Section 504 of the Rehabilitation Act (1973), and the Americans with Disabilities Act of 1990 ("ADA"), requiring accessible facilities and services for persons with disabilities.

#### 15.4. CONFLICT OF INTEREST

A conflict of interest refers to a situation in which a personal or financial interest is or could reasonably be incompatible with the public interest.

The Proponent(s) are expected to promptly disclose all actual or apparent conflicts of interests. Within the Proposal, Proponents **must**:

1. Provide a list of any other current or prior consulting contracts that the firm has/had with the Department of Agriculture or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.
2. Provide a description of any recent historical or ongoing legal proceedings, interviews, or investigations being conducted by any U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded.
3. Describe in detail all work experience related to the Government of Puerto Rico, including time, resources managed, agencies/entities served, and responsibilities and deliverables.
4. **Disclose** any current or prior contractual, financial, or professional relationship **with entities that administer federal funds**, including those of its affiliates, principals, and any identified contractor(s) or their principals. This includes, but it is not limited to public agencies or organizations such as COR3. These disclosures must include:

- a. The name of the entity, and
  - b. A description of the nature and the scope of the relationship.
5. Submit an executed copy of **Appendix F – Non-Conflict of Interest Certification**.

In case a conflict of interest is identified, actual or potential, the Proponent must explain the conflict in writing in sufficient detail for the Department of Agriculture is able to assess such conflict.

The Department of Agriculture may, in the future, request a list of direct or indirect relationships the Proponent or its professionals have with members of the Company, Board Members, or executives of other public corporations of Puerto Rico.

Any Proponent awarded a contract under this RFP will be **prohibited from bidding** on or participating directly or indirectly in any future construction contracts for the **same projects** for which they performed design, planning, or related professional services. These restrictions extend to any parent company, subsidiary, affiliate, subcontractor, or joint venture partner of the selected Proponent to ensure no indirect advantage is gained from prior A&E work.

The Department of Agriculture reserves the right to reject a proposal outright or impose additional conditions if real or apparent conflicts of interest exist. Proponents must accept any reasonable conflict mitigation strategy employed by the Department of Agriculture, including the use of an independent subcontractor to perform conflicted work.

The Department of Agriculture reserves the right to cancel any awarded contract with 30 days' notice if an actual or apparent conflict of interest arises and is not resolved to the Department of Agriculture's satisfaction.

By submitting a Proposal, the Proponent agrees to avoid even the *appearance* of a conflict of interest. **Appearance alone may constitute grounds for rejection.**

## 16. Proposal Modifications & Clarifications

### 16.1. CHANGES TO PROPOSAL WORDING

Modifications may be made as a result of an amendment issued by the PRDA or upon a written request submitted by the bidder to modify its own proposal. All such modifications must be received and finalized prior to the Proposal Submission deadline.

If the Proponent wishes to amend its Proposal after submission, it may do so only by requesting the Architectural & Engineering / Point of Contact ("POC") identified in **Section 5** of this RFP **via e-mail**. Any amendment must be made by submitting a revised Proposal in its entirety and clearly marked "Amended Proposal." The Department of Agriculture will consider amended Proposals to replace and supersede any earlier submission. No amended Proposal may be submitted after the Proposal submission deadline. The Department of Agriculture may request additional information after this deadline only for purposes of clarification.

### 16.2. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal that has been submitted to the Department of Agriculture may be withdrawn or altered by letter with the signature and name of the person authorized to submit if it is received before the time and date of opening. The notification for withdrawal of proposals must be submitted in writing via letter or delivered in person to the Auctions Board, stating the reasons for such action. Verbal

notifications will not be accepted. All envelopes containing amendments must be clearly identified on the outside. PRDA's Auctions Board shall not consider any amendments received after the proposal opening date.<sup>25</sup>

### **16.3. PROPONENTS' ERRORS AND OMISSIONS**

The Department of Agriculture reserves the right to reject a submission that contains an error or omission. The Department of Agriculture also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening clarifications for all Proponents.

### **16.4. REQUEST FOR CLARIFICATIONS**

The Department of Agriculture reserves the right to request Proponent's clarify any aspect of its Proposal necessary to conduct the evaluation process. Proponents will be provided with a reasonable period in which to submit written responses to the Department of Agriculture's requests for clarification or additional information. Proponents shall respond by the deadline stated in the correspondence.

## **17. Reconsiderations and Reviews**

The PRDA reserves the right, without limitations, to accept or reject, in whole or part, any or all Proposals submitted, and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that in doing so is in the best interest of the Public, the Government of Puerto Rico, or the impacted communities.

Any Proposer adversely affected by a determination, decision, final agreement, or award issued by the PRDA, may, within a term of ten (10) days from receipt of the notice thereof, submit a written Request for Reconsideration before PRDA's Board of Appeals.

Such appeal shall be formalized by filing the original along with three (3) copies with the Office of the Deputy Secretary of the Department, for the attention of the Board of Appeals, within the aforementioned term. On the same date of filing, the appellant shall furnish a copy of the appeal to the Auctions Board and shall notify all bidders who participated in the procurement and the PRDA by certified mail, return receipt requested, or by any other comparable method of personal service with acknowledgment of receipt. Compliance with this notice requirement shall be strict. The appeal shall be accompanied by an appeal bond in an amount equal to twenty-five percent (25%) of the value in controversy, as required by PRDA's policies.

The Request for Reconsideration must contain the following information:

1. A sufficiently detailed summary of the relevant facts and the applicable law that Proposer requests to be reconsidered. The facts and the applicable law must be related to the pertinent findings of facts and/or material conclusions of the PRDA's determination, decision, final agreement, or final award to which Proposer is seeking reconsideration.
2. The specific reasons and arguments upon which Proposer bases his/her request for the reconsideration of the PRDA's determination, decision, final agreement, or final award, including any supporting document that serves to demonstrate the validity and truthfulness of Proposer's allegations.

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<sup>25</sup> Section 39 – Proposals Withdrawal and Opening Ceremony, Regulation No. 6632 of June 10, 2003, titled "General Regulation of Purchases and Auctions of the Department of Agriculture and its Institutional Units", at page 17.

3. A clear statement of the specific remedy or action sought.
4. Certification stating that Proposer has delivered a copy of Proposer's Request for Reconsideration to each and all bidders or proposers.
5. The signature of the Proposer or its authorized representative requesting reconsideration.

The Request for Reconsideration that does not comply with the requirements described above, including submission within the specified term, may be subject to its outright denial.

If the Request for Reconsideration is denied outright, the term to file for judicial review before the Court of Appeals will be considered as never interrupted.

If, on the other hand, the PRDA decides to address the Request of Reconsideration, the jurisdictional term of 30 days to file for judicial review before the Court of Appeals, will begin to count from the date Proposer receives the notification of PRDA's final determination or decision regarding its definite resolution of the Request for Reconsideration.

The mere presentation of a Request for Reconsideration will not have the effect of automatically halting the award of the contested solicitation process or the execution of resulting contract.

### **17.1. JUDICIAL REVIEW**

Any Proposer adversely affected, by a determination, decision, final agreement, or award issued by the PRDA, who is not interested or, in fact, decides not file a Request for Reconsideration before the PRDA, may file a request for Judicial Review exclusively before the Court of Appeals, within the jurisdictional term of 30 calendar days counting from the date the PRDA sent its notification of the determination, decision, final agreement or award regarding the contested solicitation process.

If a Request for Reconsideration is submitted by any of the bidders or Proposers adversely affected by the PRDA's determination, decision, final agreement, or award, and the same was denied outright, or the PRDA failed to take any action on it, the term to request judicial review will be considered as never being interrupted. Therefore, the jurisdictional term of 30 calendar days to file a judicial review before the Court of Appeals will begin to count from the date the PRDA sent the notification of its determination, decision, final agreement, or award.

When a Request for Reconsideration is filed by any of the Proposers adversely affected by PRDA's determination, decision, final agreement or award, and PRDA makes a determination for its consideration, the jurisdictional term of calendar days to file a judicial review before the Court of Appeals will begin to count from the date PRDA sends its notification of its final determination, decision, final agreement or award regarding the definite resolution of the Request for Reconsideration.

The mere filing of a request for judicial review before the Court of Appeals will not have the effect of automatically suspending the award of the contested request for proposals or the execution of the resulting contract.

## **18. Appendix**

This RFP includes the following appendices:

### **Appendix A - Scope of Work/Services**

**Appendix B** - Question Form

**Appendix C** - Statement of Proponent

**Appendix D** - Cost Proposal

**Appendix E** - Certification Regarding Lobbying

**Appendix F** - Non-Conflict of Interest

**Appendix G** - Non-Collusion Affidavit

**Appendix H** - Eligibility Affidavit

**Appendix I** - Proposal Signature Page

**Appendix J** - Act No 2-2018 Sworn Statement

**Appendix K** – Required Federal Contract Provisions

**Appendix L** - Invoicing

**Appendix M** - Mandatory Requirements Proposal Checklist

**END OF RFP**