

APPENDIX A: Scope of Work

Department of Agriculture Request for Proposals (RFP 02242026-01) Scope of Work

General Overview

The Puerto Rico Department of Agriculture (PRDA) seeks qualified Architectural and Engineering (A/E) firms to provide comprehensive professional design services in support of FEMA Public Assistance (PA) Permanent Work projects at three separate facilities. The overall scope encompasses the assessment, analysis, and development of construction-ready design documents required to repair, rehabilitate, and reconstruct damaged public infrastructure and facilities in accordance with the FEMA-approved scopes of work.

Across the three facilities, required A/E services include multidisciplinary civil, structural, architectural, environmental, and electrical engineering design to address marine and coastal infrastructure, wastewater and septic systems, concrete rehabilitation, ramps and access routes, lighting systems, and associated site improvements. The work involves facilities located in coastal and marine environments, requiring specialized consideration of durability, corrosion mitigation, constructability, and long-term performance under exposure to saltwater and environmental loading conditions.

The selected A/E firm(s) shall advance designs through all required phases (30 percent, 60 percent, 90 percent, and 100 percent), culminating in sealed, bid-ready construction documents suitable for public procurement. All design services shall be performed in compliance with applicable federal, state, and local regulations, including FEMA PA Program requirements, the Puerto Rico Building Code, applicable engineering standards, and permitting and environmental compliance frameworks. Construction services are not part of this procurement.

PRDA reserves the right to assign projects among one or multiple qualified firms based on project needs, capacity, and performance, while ensuring consistency with the approved FEMA scope, cost eligibility, and audit readiness requirements.

The Proposer will be solely responsible for ensuring the accuracy, timeliness, and completion of all documents related to the development, design, permitting, environmental review, cost estimation, specifications, and all necessary construction documentation for the Project assigned under this contract. The PRDA reserves the right to modify or delete the requested services and, if appropriate, add additional services prior to and during the term of the contract.

Project Description

Fishing Village - Villa Pesquera Puerto Real	
Disaster	DR-4671-PR (Hurricane Fiona)
Project Worksheet	1973
FEMA Project Title	Fishing Villages - Cabo Rojo
Damage Name	Fishing Village - Villa Pesquera Puerto Real - Ramp and Pier

As part of the approved scope of work under the FEMA Public Assistance (PA) Program for Permanent Work, the Villa Pesquera Puerto Real facility sustained damage to critical coastal infrastructure, including the concrete pier slab, lighting systems, and concrete access ramps. The approved FEMA scope includes extensive structural concrete repairs, marine exposure remediation, electrical system replacement, and associated civil works required to restore the facility to safe and functional pre-disaster conditions.

FEMA-approved activities include repair of approximately 3,600 square feet of reinforced concrete pier slab affected by spalling, corrosion, and delamination; removal and replacement of aluminum light poles and solar-powered LED lighting systems; and repair and reconstruction of concrete ramps, including seawall elements, dredging, excavation, pavement removal, subbase preparation, reinforced concrete paving, and associated testing and inspection activities.

Given the technical complexity of marine concrete rehabilitation, corrosion mitigation, coastal structural exposure, and integration of electrical and civil systems, the Puerto Rico Department of Agriculture (PRDA) requires professional Architectural and Engineering (A/E) services to develop construction-ready documents that ensure compliance with applicable engineering standards, coastal durability requirements, and FEMA PA Permanent Work eligibility criteria.

The associated FEMA approved activities that require technical assistance from an A&E Firm are provided below:

	Location	Quantity	Description
Fishing Village Puerto Real			
Site 1 (18.075892, -67.190031):			
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), sound the concrete surface to locate delaminated areas
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), remove concrete in repair areas to fully expose reinforcing bars
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), mark the perimeter of each repair area

	Location	Quantity	Description
A.	Concrete Pier Slab Repair	1.00	Spall repairs by low-pressure spraying (ACI RAP-3), saw cut the perimeter of each repair area down to reinforcing bars, approx. 1 " deep, includes blade cost, layout and set up time
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), remove additional conc to 3/4" under double layer of corroded #8bar
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), final cleaning by sandblasting
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), final cleaning by high pressure water
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), blow off dust/debris with oil-free dry compressed air
A.	Concrete Pier Slab Repair	648.00	Spall repairs by low-pressure spraying (ACI RAP-3), mix up repair material with concrete mixer
A.	Concrete Pier Slab Repair	648.00	Spall repairs by low-pressure spraying (ACI RAP-3), place repair material by low-pressure spray in lifts to 3" thick
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), screed and initial float of repair material by hand
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), float and steel trowel finish the repair material by hand
A.	Concrete Pier Slab Repair	3,600.00	Spall repairs by low-pressure spraying (ACI RAP-3), cure with sprayed membrane curing compound
A.	Concrete Pier Slab Repair	3,600.00	Patching concrete, floors, small area, regular grout, 1/4" thick
A.	Concrete Pier Slab Repair	480.00	Expansion joint, neoprene, liquid, 1" x 2", cold applied
A.	Concrete Pier Slab Repair	612.00	Porch or deck framing, treated lumber stair treads, 1" x 4"
A.	Concrete Pier Slab Repair	612.00	Curb edging, structural steel angle w/ anchors, on concrete forms, 12.3 plf, 6" x 4", shop fabricated
B.	Aluminum Light Poles, 28 FT High	3.00	Walkway luminaire, electrical demolition, remove

	Location	Quantity	Description
B.	Aluminum Light Poles, 28 FT High	3.00	Metal light pole, 30' high, electrical demolition, remove, excludes concrete bases
B.	Aluminum Light Poles, 28 FT High	3.00	Light poles, concrete base, max 6' buried, 2' exposed, 18" dia, average cost
B.	Aluminum Light Poles, 28 FT High	3.00	Light poles, anchor base, aluminum, 30' high, excl concrete bases
B.	Aluminum Light Poles, 28 FT High	3.00	Light poles, aluminum, bracket arms, 1 arm, excl concrete bases
B.	Aluminum Light Poles, 28 FT High	3.00	Lighting outlets, residential, box 4" and wire (for fixture), EMT & wire, 20'
B.	Aluminum Light Poles, 28 FT High	3.00	LED Street lighting, Solar powered, Commercial grade, pole mounting, 50 Watt, 9000 Lumens, 10 Hrs Operation
C.	Concrete Ramps Repair	94.00	Steel sheet piling seawalls, steel sheeting, 12' high, shore driven
C.	Concrete Ramps Repair	94.00	Steel sheet piling seawalls, steel sheeting, 12' high, shore driven
C.	Concrete Ramps Repair	328.00	Hydraulic dredging, pumped 1,000' to shore dump, hydraulic method, maximum
C.	Concrete Ramps Repair	4.00	Rent pump, centrifugal, gas drive 3" diam., 250 GPM, Incl. Hourly Oper. Cost.
C.	Concrete Ramps Repair	34.00	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time
C.	Concrete Ramps Repair	510.00	Concrete sawing, concrete, existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time
C.	Concrete Ramps Repair	189.00	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees
C.	Concrete Ramps Repair	189.00	Excavating, bulk bank measure, 1/2 C.Y. capacity = 40 C.Y./hour, backhoe, hydraulic, wheel mounted, excluding truck loading
C.	Concrete Ramps Repair	1.00	Excavating, bulk bank measure, for loading onto trucks, add

	Location	Quantity	Description
C.	Concrete Repair Ramps	284.00	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 12 C.Y. truck, cycle 30 miles, 35 MPH, excludes loading equipment
C.	Concrete Repair Ramps	328.00	Aggregate for earthwork, crushed stone, 1.40 tons per C.Y., 3/8", spread with 200 HP dozer, includes load at pit and haul, 2 miles round trip, excludes compaction
C.	Concrete Repair Ramps	328.00	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 30 min load/wait/unload, 12 C.Y. truck, cycle 30 miles, 35 MPH, excludes loading equipment
C.	Concrete Repair Ramps	189.00	Base course drainage layers, prepare and roll sub-base, small areas to 2,500 S.Y.
C.	Concrete Repair Ramps	189.00	Concrete pavement highway, 4500 psi, fixed form, unreinforced, 12' pass, 6" thick, includes joints, finishing, and curing
C.	Concrete Repair Ramps	1.00	Concrete pavement highway, for small irregular areas, add
C.	Concrete Repair Ramps	189.00	Concrete pavement highway, reinforcing steel for rigid paving, 12 lbs/SY
C.	Concrete Repair Ramps	2.00	Concrete inspection technician, per day
C.	Concrete Repair Ramps	4.00	Concrete testing, compressive strength test, ASTM C 39, incl. delivery to lab per cylinder
C.	Concrete Repair Ramps	2.00	Concrete testing, compressive strength test, incl. picked up by lab, 2 hours round trip, add to above

For the Villa Pesquera Puerto Real facility, the selected A/E firm(s) shall be responsible for reviewing the FEMA-approved scope of work and identified damage elements and for developing the most appropriate and technically sound design solutions to address the required reconstruction and rehabilitation activities. Design recommendations shall be consistent with the approved FEMA scope, support permanent restoration objectives, and ensure compliance with applicable codes, engineering standards, and FEMA PA eligibility requirements.

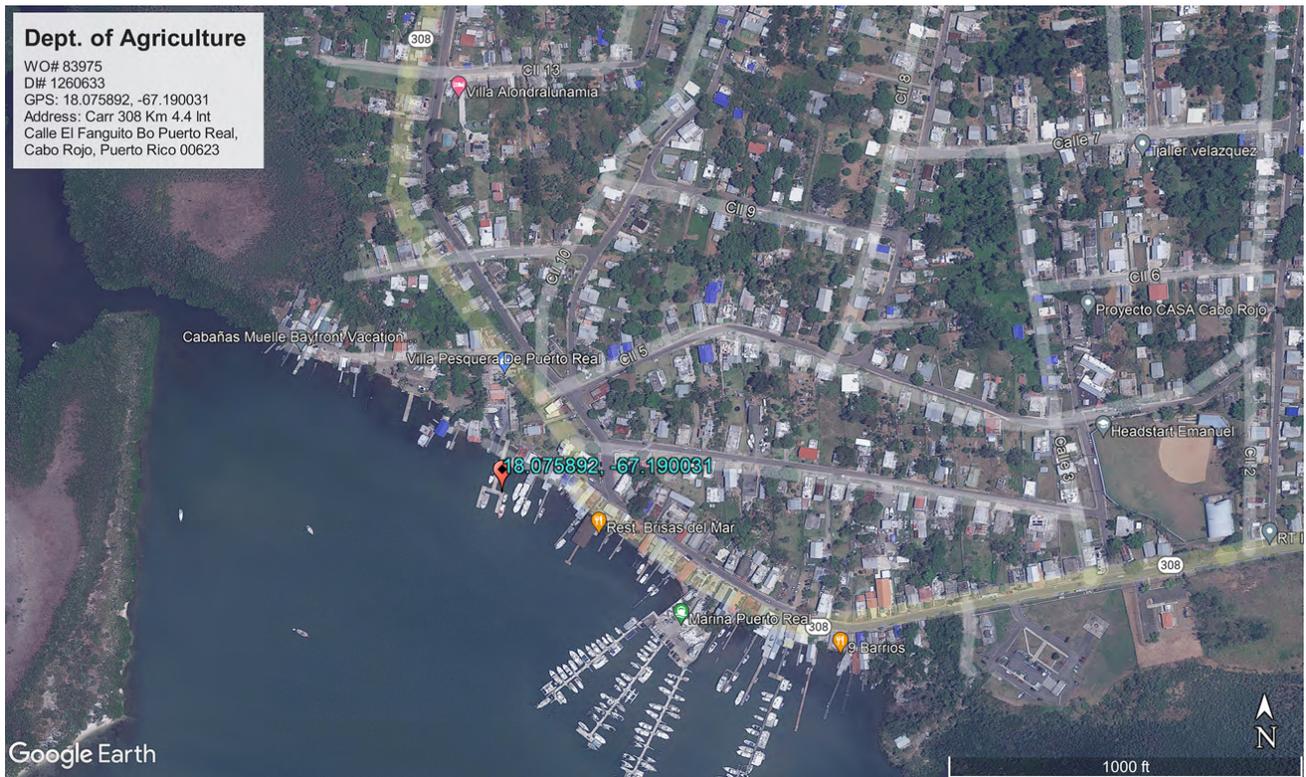
The selected A/E firm(s) shall advance designs through all required phases (30 percent, 60 percent, 90 percent, and 100 percent), culminating in sealed, bid-ready construction documents suitable for public procurement. All design services shall be performed in compliance with applicable federal, state, and local regulations, including FEMA PA

Program requirements, the Puerto Rico Building Code, applicable engineering standards, and permitting and environmental compliance frameworks. Construction services are not part of this procurement.

Puerto Real Damages Photos

<p>Damage Description: 20 FT long x 6 FT wide x 8 IN thick Concrete Slabs (30)</p>	<p>Photo# 01</p>		<p>Damage Description 20 FT long x 6 FT wide x 8 IN thick Concrete Slabs (30)</p> <p>Photo# 02</p> 
<p>Damage Description: 28ft H Aluminum Lighting Pole (3)</p>	<p>Photo# 03</p>		<p>Damage Description 28ft H Aluminum Lighting Pole (3)</p> <p>Photo# 04</p> 
<p>Photo# 05</p> <p>50 FT long x 17 FT wide x 18 IN thick Concrete Ramps (2)</p>	<p>Damage Description 50 FT long x 17 FT wide x 18 IN thick Concrete Ramps (2)</p> <p>Photo# 06</p>		

Project Location



Fishing Village - Asoc. Pescadores Unidos (Boquerón Area)	
Disaster	DR-4671-PR (Hurricane Fiona)
Project Worksheet	1973
FEMA Project Title	Fishing Villages - Cabo Rojo
Damage Name	1260601- Fishing Village - Asoc. Pescadores Unidos (Boquerón Area)

As part of the approved scope of work under the FEMA Public Assistance (PA) Program for Permanent Work, eligible activities include the selective removal of existing septic tanks and associated system components, as well as the installation of new precast septic

tanks with an approximate capacity of 5,000 gallons, composed of multiple sections. The existing septic tanks are currently located beneath Building 4, which houses restroom facilities.

The location of the existing septic infrastructure beneath the building footprint presents structural, operational, and code-compliance constraints that preclude direct replacement in place. As a result, the approved FEMA scope necessitates the relocation of the septic tanks to an appropriate site and the reconstruction of the restroom facilities to restore full functionality and ensure compliance with current codes and standards.

Accordingly, the Puerto Rico Department of Agriculture (PRDA) requires professional Architectural and Engineering (A/E) design services to support the development of construction-ready documents that address septic system relocation, site civil works, and restroom reconstruction. All proposed design solutions must comply with the Puerto Rico Building Code, applicable plumbing and environmental regulations, public health requirements, and all relevant federal, state, and local permitting and compliance frameworks, consistent with FEMA PA Permanent Work eligibility and execution requirements.

The associated FEMA approved activities that require technical assistance from an A&E Firm are provided below:

Building 4 - Restrooms: 18.023816, -67.172442				
	Location	Quantity	Description	Unt
A.	Corrugated Metal Roof	104.00	Selective demolition, thermal and moisture protection, roofing, sheet metal	S.F.
A.	Corrugated Metal Roof	104.00	Steel roofing panels, on steel frame, flat profile, standard finish, 1-3/4" standing seams, 10" wide, 22 gauge	S.F.
A.	Corrugated Metal Roof	39.00	Roof deck insulation, fastening alternatives, pre-drill and drive wedge spike, 3-1/2"	Ea.
B.	Roof Cover	42.00	Selective demolition, thermal and moisture protection, roof edge, aluminum soffit and fascia	L.F.
B.	Roof Cover	42.00	Fascia, steel, galvanized & enameled, stock, short panels, excl. furring	S.F.
C.	Exterior Paint	420.00	Paint preparation, surface protection, placement & removal, basic drop cloths	S.F.

Building 4 - Restrooms: 18.023816, -67.172442

	Location	Quantity	Description	Unt
C.	Exterior Paint	105	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.
C.	Exterior Paint	420.00	Paint preparation, surface protection, placement & removal, volume cover up (using plastic sheathing or building paper)	S.F.
C.	Exterior Paint	105	Surface preparation, exterior, siding, scrape & sand, Texture 1-11, medium	S.F.
C.	Exterior Paint	12.00	Stucco, 3 coats, on masonry construction, 7/8" thick, no mesh included	S.Y.
C.	Exterior Paint	12.00	Stucco, 3 coats, float finish, 3/4" thick, excl. lath, for trowel finish, add	S.Y.
C.	Exterior Paint	420.00	Surface preparation, exterior, siding, masonry, brick & block, pressure wash, based on 2500 lb operating pressure	S.F.
C.	Exterior Paint	420.00	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, waterproof sealer, roller	S.F.
C.	Exterior Paint	420.00	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, roller	S.F.
C.	Exterior Paint	420.00	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, roller	S.F.
C.	Exterior Paint	144.00	Paints & coatings, trim, exterior, molding, primer + 2 coats exterior latex, brushwork, up to 14" wide	L.F.
D.	Metal Doors, 26 in. x 81 in.	2.00	Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	Ea.
D.	Metal Doors, 26 in. x 81 in.	2.00	Door demolition, door frames, metal, remove	Ea.
D.	Metal Doors, 26 in. x 81 in.	31.50	Patching concrete, walls, epoxy grout, 1/2" deep, including chipping, cleaning and epoxy grout	S.F.

Building 4 - Restrooms: 18.023816, -67.172442

	Location	Quantity	Description	Unt
D.	Metal Doors, 26 in. x 81 in.	2.00	Doors & frames, aluminum, entrance, wide stile, clear finish, 3'-0" x 7'-0" opening, incl. standard hardware, excl. glass	Ea.
D.	Metal Doors, 26 in. x 81 in.	63.00	Moisture-thermal control facilities maintenance, caulking around exterior doors and windows, silicone	L.F.
E.	Porcelain Light Fixture	2.00	Incandescent fixtures, exterior, 100-Watt, electrical demolition, remove, wall mount	Ea.
E.	Porcelain Light Fixture	2.00	Lighting outlets, residential, wire only (for fixture), EMT & wire, 20'	Ea.
E.	Porcelain Light Fixture	2.00	Light fixtures, residential, porcelain lamp holder, with pull switch	Ea.
E.	Porcelain Light Fixture	0.02	Incandescent lamp, interior, 100 Watt, A21	C
F.	Septic Tank	1.50	Selective demolition, septic tanks and related components, precast septic tanks, 5000 gal., multiple sections, excludes excavation	Ea.
F.	Septic Tank	1.50	Utility septic tank and effluent wet well, septic tanks precast concrete, 4-piece, 5,000 gallons, excludes excavation or piping	Ea.
A.	Roof Underlayment Sheeting	104.00	Selective demolition, wood framing, sheathing, 3/4", from roof	S.F.
A.	Roof Underlayment Sheeting	104.00	Sheathing, oriented strand board, factory laminated water-resistant barrier, 5/8" thick, on roof, tongue and groove	S.F.
A.	Roof Underlayment Sheeting	104.00	Porch or deck framing, alternative decking fastening, screws, add	S.F.
A.	Roof Underlayment Sheeting	1.04	Weather barriers, building paper, asphalt felt roof deck vapor barrier, for all other decks	Sq.
H.	Flood Light- 2 Bulb	1.00	Metal halide fixture, explosionproof, 400 W, electrical demolition, remove	Ea.
H.	Flood Light- 2 Bulb	1.00	Floodlights, exterior, metal halide, 1,000 watt, incl ballast and lamp, excl pole	Ea.

Approved Mitigation Activities for Building 4

ITEM	DI	DESCRIPTION	UNIT	ORIGINAL QUANTITY
GPS: 18.024014, -67.172635				
1	1260601	Replace damaged exterior wood doors with metal doors to prevent water damages due to flooding/water intrusion. This mitigation is intended to replace exterior wood doors damaged due to water intrusion, and/or flooding, with metal doors.	EA	2
2	1260601	Apply elastomeric roof coating reinforced with polyester fabric over 104 SF for Building 4 to prevent weakening of the assembly caused by corrosion, flexure, displacement, and subsequent water intrusion damages. Applying an elastomeric protective coating reinforced with polyester fabric over metal roofs will prevent weakening of the roof assembly caused by corrosion. This reinforcement of the roof will help prevent flexure, displacement, and subsequent water intrusion damages.	SF	104
3	1260601	Add 3 additional non-corrosive screws w/neoprene washers every 12 SF 104 S.F. for Building 4 of damaged metal panels to reinforce fastening pattern thus protecting the building envelope. Improve exterior metal panel fastening by including additional fasteners protect the building envelope and prevent flexure, displacement, and subsequent water infiltration damages.	SF	228

For the Fishing Village **Asociación de Pescadores (Boquerón)** facility, the selected A/E firm(s) shall be responsible for reviewing the FEMA-approved scope of work and identified damage elements and for developing the most appropriate and technically sound design solutions to address the required reconstruction and rehabilitation activities. Design recommendations shall be consistent with the approved FEMA scope, support permanent restoration objectives, and ensure compliance with applicable codes, engineering standards, and FEMA PA eligibility requirements.

The selected A/E firm(s) shall advance designs through all required phases (30 percent, 60 percent, 90 percent, and 100 percent), culminating in sealed, bid-ready construction documents suitable for public procurement. All design services shall be performed in compliance with applicable federal, state, and local regulations, including FEMA PA

Program requirements, the Puerto Rico Building Code, applicable engineering standards, and permitting and environmental compliance frameworks. Construction services are not part of this procurement.

Asociación de Pescadores (Boquerón) Damages Photos

Damage Description: Bldg. #4 Restrooms south side	Photo# 15	Damage Description Bldg. #4 Restrooms south side	Photo# 16
 <p>18.023816, -67.172442</p> <p>covering (roof sheeting)</p> <p>damaged by high winds and wind driven rain</p>		 <p>18.023816, -67.172442</p> <p>metal roofing</p> <p>missing light</p> <p>damaged by high winds and wind driven rain</p>	

Damage Description: Bldg. #4 Restrooms interior typical	Photo# 17	Damage Description Septic tank access	Photo# 18
 <p>18.023816, -67.172442</p> <p>porcelain light fixture</p> <p>damaged by high winds and wind driven rain</p>		 <p>Septic tank access</p> <p>damaged by high winds and wind driven rain</p>	

Asociación de Pescadores (Boquerón) -Project Location



Fishing Village - Asoc Pescadores La Parguera - Ramp and Pier	
Disaster	DR-4671-PR (Hurricane Fiona)
Project Worksheet	1973
FEMA Project Title	Fishing Villages - Asoc Pescadores La Parguera - Asoc Pescadores Nuestra Sra del Carmen
Damage Name	Fishing Village - Asoc Pescadores La Parguera - Ramp and Pier

As part of the approved scope of work under the FEMA Public Assistance (PA) Program for Permanent Work, eligible activities include the removal and replacement of damaged components associated with the wooden fishing pier facilities located at La Parguera. The approved FEMA scope encompasses structural, architectural, and electrical elements required to restore the facility to its pre-disaster condition and functionality.

FEMA-approved items include the removal and replacement of a wooden fishing pier approximately 130 feet in length and 6 feet in width, a wooden fish cleaning room, associated electrical lighting poles, reinforced concrete support posts, rubber pier bumpers, access gate, door and window assemblies, and a corrugated metal roof system serving the fish cleaning room.

Given the coastal and marine environment, exposure to saltwater conditions, and the structural integration of multiple facility components, the execution of this Permanent Work scope requires comprehensive Architectural and Engineering (A/E) design services. The Puerto Rico Department of Agriculture (PRDA) therefore requires qualified A/E professional services to develop construction-ready documents that ensure compliance with applicable building codes, structural standards, electrical requirements, and coastal and environmental regulations, while maintaining consistency with FEMA PA eligibility and approved scope parameters.

The associated FEMA approved activities that require technical assistance from an A&E Firm are provided below:

- Remove and replace, 1 each Dock, Wooden fishing pier "La Parguera", 130 FT long x 6 FT wide x 1 FT thick
- Remove and replace, 1 each Wooden room, Fish Cleaning Room "F", 10 FT long x 8 FT wide x 8 FT high.
- Remove and replace, 3 each Electrical light poles, attached to pier, 4 IN Diameter, 10 FT High. (items impacted for reconstruction of pier)
- Remove and replace, 40 each Reinforced concrete posts, PVC pipe, 10 IN Diameter, 10 FT High.
- Remove and replace, 26 each Rubber pier bumpers. (items impacted for reconstruction of pier)
- Remove and replace, 1 each Gate, Metal, Tubular, 8 FT wide x 6 FT high. (items impacted for reconstruction of pier)

- Remove and replace, 1 each Door, Wooden, Semi-solid, 33 IN wide x 84 IN high. (impacted by reconstruction of Fish Cleaning Room)
- Remove and replace, 1 each Window, fishing cleaning room, 36 IN wide x 24 IN high. (items impacted for reconstruction of pier)
- Remove and replace, 120 SF of Roof, Metal, Corrugated, fish cleaning room, 12 FT long x 10 FT wide. (items impacted for reconstruction of pier)

The facility is in a coastal high hazard area and within a coastal barrier resources system. Hence, the approach of a planned design activity and permits before commencing construction is the recommended action.

ITEM	DI	DESCRIPTION	UNIT	ORIGINAL QUANTITY
GPS: 17.972497, -67.047258				
1	1260645	Replace 3 Ea. lighting fixtures with low-profile LED fixtures to reduce vulnerability to high velocity wind and prevent future similar damages.	EA	3
2	1260645	Replace 3 Ea. damaged aluminum poles with steel poles for a higher strength and capacity to prevent deformation caused by high velocity wind.	EA	3
3	1260645	WOOD WALLS 8 FT H-Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 288 S.F. of damaged wood panels to reinforce fastening pattern thus protecting the building envelope.	SF	288
4	1260645	DOOR, WOOD, 3 FT W X 7 FT H-Replace 1 Ea. damaged exterior aluminum doors with wind, water and impact resistant doors of the same size and type to prevent flexure and displacement that can cause subsequent water intrusion and interior damages.	EA	1
5	1260645	STEEL ROOFING- Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 80 S.F. of damaged metal panels to reinforce fastening pattern thus protecting the building envelope.	SF	80

ITEM	DI	DESCRIPTION	UNIT	ORIGINAL QUANTITY
6	1260645	FLASHING- Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 36 S.F. of damaged metal panels to reinforce fastening pattern thus protecting the building envelope.	SF	36
7	1260645	DOOR, WOOD, 3 FT W X 7 FT H- Replace 1 Ea. damaged interior aluminum doors with wind, water and impact resistant doors of the same size and type to prevent flexure and displacement that can cause subsequent water intrusion and interior damages.	EA	1
8	1260645	WOODEN STUDS, 2 IN x 2 IN- Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 36 S.F. of damaged wood panels to reinforce fastening pattern thus protecting the building envelope.	SF	36
9	1260645	WOODEN FRAME, 2 IN x 6 IN- Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 57 S.F. of damaged wood panels to reinforce fastening pattern thus protecting the building envelope.	SF	57
10	1260645	STEEL ROOFING-Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 120 S.F. of damaged metal panels to reinforce fastening pattern thus protecting the building envelope.	SF	120
11	1260645	FLASHING-Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 44 S.F. of damaged metal panels to reinforce fastening pattern thus protecting the building envelope.	SF	44
12	1260645	DOCK, FIXED, PILE SUPPORTED, TREATED WOOD, SALTWATER-Add 3 additional non-corrosive screws w/neoprene washers every 12 SF on 780 S.F. of damaged wood panels to reinforce fastening pattern thus protecting the building envelope.	SF	780

Damage Description: Photo# 01
Wooden Fishing Pier 130 FT long x 6 FT wide x 1 FT thick



Damage Description Photo# 02
Wooden Fishing Pier 130 FT long x 6 FT wide x 1 FT thick



Damage Description: Photo# 03
Electrical light poles 10 FT long x 4 IN in diameter



Damage Description Photo# 04
Electrical light poles 10 FT long x 4 IN in diameter



Photo# 05
Reinforced concrete posts in PVC pipe 10 FT long x 10 IN in diameter



Damage Description Photo# 06
Reinforced concrete posts in PVC pipe 10 FT long x 10 IN in diameter



Damage Description: Photo# 07
Rubber pier bumpers (26)

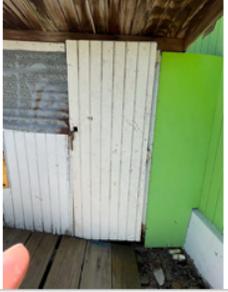


Damage Description Photo# 08
Rubber pier bumpers (26)



<p>Photo# 09</p> <p>Wooden fish cleaning room 10 FT long x 8 FT wide x 8 FT high</p>	<p>Damage Description</p> <p>Photo# 10</p> <p>Wooden fish cleaning room 10 FT long x 8 FT wide x 8 FT high</p>
	

<p>Damage Description:</p> <p>Photo# 11</p> <p>Metal tubular gate 8 FT wide x 6 FT high</p>	<p>Damage Description</p> <p>Photo# 12</p> <p>Metal tubular gate 8 FT wide x 6 FT high</p>
	

<p>Damage Description:</p> <p>Photo# 13</p> <p>Semi-solid wooden door 33 IN wide x 84 IN high</p>	<p>Damage Description</p> <p>Photo# 14</p> <p>Semi-solid wooden door 33 IN wide x 84 IN high</p>
	

<p>Damage Description:</p> <p>Photo# 15</p> <p>Window in fishing cleaning room 36 IN wide x 24 IN high</p>	<p>Damage Description</p> <p>Photo# 16</p> <p>Window in fishing cleaning room 36 IN wide x 24 IN high</p>
	

Damage Description:	Photo# 19	Damage Description	Photo# 20
Metal roof 12 FT long x 10 FT wide		Metal roof 12 FT long x 10 FT wide	
			

Fishing Village - Asoc Pescadores La Parguera -Project Location



Services Required for Project Locations

1. Task 1 - Studies and Design

The requested services under this task are divided into two subtasks. The Proposer shall include in their cost proposal all resources, studies, documentation, and certifications required to fully complete each subtask. All deliverables must be submitted at 30%, 60%, 90%, and 100% milestones unless otherwise specified. The PRDA will not provide additional funds outside the approved contract amount. Cost proposals must account for all efforts necessary to meet the scope requirements described below.

Subtask 1.1 - Preparation of Studies

- Perform all necessary technical and pre-design studies, including but not limited to: land survey, as-built documentation, environmental assessments, engineering analyses, geotechnical investigations, and archaeological studies, as required to define the project's design parameters and criteria.
- Ensure that all studies are prepared in compliance with applicable local, state, and federal codes, regulations, and laws. When applicable, studies must be prepared and certified by licensed professionals authorized to practice in Puerto Rico.
- The Proposer shall be fully responsible for completing all studies required by law, without exception, as part of this subtask. Compliance with these requirements shall be considered a fundamental part of the minimum scope to be included in the proposal.
- Coordinate, manage, and integrate the results of subcontracted studies into the overall project planning and development process.
- Submit progressive versions of the study reports at the 30%, 60%, and 90% milestones, and the final validated and certified reports at the 100% milestone.

Subtask 1.2 - Preparation of Drawings and Specifications Set

- Develop construction drawings in AutoCAD (DWG) and PDF formats using the provided templates, scales, and sheet sizes.
- As part of the Architectural and Engineering (A/E) Services, the selected firm(s) shall prepare comprehensive design drawings that fully document the proposed reconstruction and rehabilitation work. All drawings shall include the necessary graphical and descriptive components required to clearly convey design intent, constructability, and compliance with applicable codes and standards. At a minimum, the design deliverables shall include floor plans, elevations, sections, and detailed technical drawings, as applicable to each facility and scope element.
- Drawings must represent each major trade, including but not limited to: architecture, civil, electrical, mechanical, landscaping, etc., on separate sheets.
- Ensure that drawings reference specifications rather than duplicating technical information.

- Prepare construction specifications using the Construction Specifications Institute (CSI) MasterFormat, describing in detail all required materials, construction methods, and finishes.
- All drawings and specifications must be signed and sealed by a professional engineer or architect licensed in Puerto Rico, in accordance with Law 173.
- Submit drawing and specification packages at the 30%, 60%, and 90% milestones, and the final signed and sealed version at the 100% milestone.
- Each submission must include a certification of compliance with all applicable laws and regulations, according to the relevant discipline.
- 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.

Task 2 - Permits and Endorsements

- Identify all required municipal, state, and federal permits, endorsements, certifications, and regulatory approvals needed for the successful construction and execution of the project.
- Assist in assessing the proposed actions of the project against statutory requirements and regulatory agency-specific mandates to determine the need for pre-consultations and formal agency consultations.
- Prepare draft documents, forms, and technical materials for submission to the relevant regulatory agencies.
- Monitor and document feedback from agencies, respond to comments or conditions, and maintain communications until approvals are secured.
- Submit all required documentation and maintain coordination with agencies such as, but not limited to: OGPe, DRNA, EPA, FEMA, AEE, AAA, USACE, SHPO, and other authorities having jurisdiction.
- Manage the permitting and endorsement process through to completion, ensuring all actions are aligned with applicable laws, codes, and regulations.
- Maintain and update a Permit Log including each required permit or endorsement, responsible agency, date of submission, status updates, and date of approval. Submit with each project progress report.
- Identify and engage with relevant regulatory stakeholders to collect all inputs and technical requirements necessary to ensure that the project's design is compliant with agency regulations from the outset.
- The Proposer shall be fully responsible for executing all pre-consultations, consultations, submissions, and actions required to fulfill this subtask. These responsibilities shall be fully reflected in the Proposer's cost proposal. No change orders will be accepted for permits, certifications, or regulatory actions required by law or defined in this RFP.

Task 3 - Environmental Review

The requested services include, without limitation, the following responsibilities:

- Proposers responding to this solicitation must demonstrate the qualifications, capacity, and regulatory compliance necessary to provide professional Architectural and Engineering (A/E) services for FEMA Public Assistance (PA) Permanent Work projects at coastal and marine facilities.
- Coordinate with FEMA EHP for a project scoping meeting to determine the correct level of NEPA review. Following the progress of the identified project design benchmarks (e.g., 30%, 60%, 90% and final design stages) will be essential for timely identification of EHP compliance requirements. Preliminary project designs indicate the project may require an Environmental Assessment to evaluate the potential for extraordinary circumstances and to consider potential cumulative effects in accordance with FEMA Directive 108-1 and FEMA Instruction 108-1-1 and in compliance with NEPA.
- Manage requirements, including, but not limited to:
 - Clean Water Act (including Section 404 and related permitting considerations).
 - Coastal Zone Management Act consistency requirements.
 - Endangered Species Act (ESA) coordination considerations.
 - National Historic Preservation Act (NHPA), Section 106 consultation support, as applicable.
- Prepare the Environmental documentation in full compliance with the National Environmental Policy Act (NEPA).
- Identify and carry out all required communications, consultations, and specialized studies to fulfill FEMA and Puerto Rico environmental compliance requirements.
- Respond to comments and inquiries from FEMA, COR3 and PRDA related to environmental process and deliverables.
- Prepare and publish all required public notices in accordance with applicable regulations. Publication costs must be included in the Proposer's cost proposal.
- Incorporate all regulatory feedback on applicable design deliverables.
- Identify and perform all necessary Environmental Specialized Studies. **No change orders will be accepted for studies required by law or clearly defined in this RFP.**
 - Environmental Specialized Studies may include, but are not limited to:
 - Land surveys (e.g., topographic, boundary, ALTA)
 - Hazardous materials assessments (e.g., asbestos, lead)
 - Geotechnical investigations (e.g., borings, soil sampling)
 - Environmental evaluations (e.g., wetland delineation, Phase II ESA, archaeological studies).

Note: The Proposer must anticipate comments, requests for revision, or clarifications from the PRDA, the Project Oversight team, COR3 and/or FEMA. All time, personnel, resources, and publication costs necessary to address these shall be fully accounted for in the cost proposal. This task shall be compensated on a lump sum basis. Incomplete or non-compliant proposals will not be considered.

Proposers must demonstrate experience addressing water quality protection, sediment management, erosion control, and turbidity mitigation for projects involving marine or near-shore construction. Proposers must demonstrate the ability to integrate

environmental compliance requirements into design documents, technical specifications, and construction notes.

Design documents shall clearly reflect environmental constraints, mitigation measures, and permit conditions, as applicable, to ensure constructability and compliance during construction.

Designs shall incorporate appropriate best management practices (BMPs) to minimize impacts to coastal waters and marine habitats.

Proposers must demonstrate familiarity with environmental permitting and compliance requirements administered by the Puerto Rico Department of Natural and Environmental Resources (PRDNER), Office of Permits Management (OGPe), and other applicable Commonwealth agencies.

Firms shall be capable of identifying environmental permits, endorsements, or certifications required for coastal, marine, or waterfront projects and of integrating permitting considerations into the design process.

Task 4 - Take-off and Cost Estimate

The requested services include, without limitation, the following responsibilities:

- Prepare and submit a detailed quantity take-off and construction cost estimate as an integral part of the design development process.
- All take-off and cost estimate documents shall be certified by a professional engineer or architect licensed to practice in Puerto Rico, in accordance with Law 173 of August 12, 1988.
- Submit cost estimates at a minimum during the 30%, 60%, 90%, and 100% design development milestones, as well as in the final construction bid package. Each estimate shall cover the full scope of construction work reflected in the drawings, specifications, permits, and endorsements.
- Ensure that the cost estimate is structured and broken down in alignment with the Cost Form to be used for the construction bidding process, following the divisions and sections outlined in the MasterFormat standard by the Construction Specifications Institute (CSI). The breakdown must allow for a detailed technical and financial analysis of each line item.
- Address all comments and observations resulting from each drawing and specification submission. The take-off and cost estimate must be reviewed and re-submitted as needed as part of the standard technical validation process.
- Manage the design process to maintain alignment with the approved project budget throughout the design phases. Any significant cost variations must be promptly communicated to the PRDA to evaluate available alternatives and make any necessary adjustments.

Task 5 - Construction Bid Package

The requested services include, without limitation, the following responsibilities:

- Prepare and deliver all required documentation for the construction procurement and bidding process, to be submitted to the FEMA and COR3 for recordkeeping, review, and compliance.
- The construction bid package shall include all technical and contractual information necessary for prospective contractors (bidders) to identify material quantities, dimensions, scope, and project requirements, allowing them to perform their own analyses and submit a competitive and compliant price proposal.
- The Proposer shall submit progressive versions of the bid package aligned with the 30%, 60%, 90%, and 100% design milestones, including updates to cost estimates, drawings, specifications, permitting information, and required contract forms.
- The Proposer shall address all comments or observations issued by the PRDA, FEMA, COR3 or any other regulatory authorities during the review process and shall incorporate required modifications until the bid package is approved for release.
- The Proposer shall be responsible for preparing the content of the official presentation to be used during the pre-bid meeting, and for delivering the presentation formally to participating bidders, according to the procurement schedule established by the PRDA.

Note: The Proposer shall be solely responsible for the complete, compliant, and timely preparation of all documents and related activities associated with this deliverable, including progressive submissions, document organization, response to reviewer comments, preparation of pre-bid presentation materials, and participation in the pre-bid meeting. All elements listed herein must be fully included in the Proposer's cost proposal, and no change orders will be accepted for tasks required under applicable laws and regulations.

Task 6 - Construction Bid Support

The requested services include, without limitation, the following responsibilities:

- Support the preparation of Instructions to Bidders, ensuring clarity, completeness, and compliance with all applicable regulatory requirements.
- Provide full assistance throughout the construction bidding process, including coordination, technical and administrative reviews, and logistical support as needed.
- Draft written clarifications and respond to bidders' questions. Participate in the pre-bid meeting and site visit and prepare and issue any necessary addendum documentation in accordance with the bidding timeline.
- Participate in meetings with the evaluation committee to clarify the scope of services, cost considerations, or any other questions that may arise during the bid evaluation process.

Task 7- Design Services During Construction (Supervision)

The requested services include, without limitation, the following responsibilities:

- Provide support throughout the construction phase of the Project. This support shall include the evaluation of submittals, site visits, participation in construction meetings, evaluation of scope changes, and cost analyses.
- Provide assistance during Substantial Completion, Final Completion, and Project Closeout activities, including required evaluations.
- Review all shop and erection drawings submitted by the contractor for compliance with the approved design concepts.
- Review laboratory, shop, and mill test reports on materials and equipment used in the Project.
- Visit the construction site at least every two (2) weeks and additionally upon request by the PRDA, to observe and report on the progress and quality of the executed work.
- Issue instructions to the contractor, provide necessary interpretations and clarifications of the contract documents, evaluate change orders requiring special inspections or testing, and make recommendations on the acceptability of the work.
- Prepare sketches or technical drawings to resolve issues encountered due to actual field conditions.
- Determine amounts due for progress payments based on the degree of work completion and recommend the issuance of construction payments.
- Observe and assist with performance tests and the initial operation of the Project.
- Prepare record drawings incorporating any approved design changes made during the construction phase.

- Perform final field observations and issue reports on the completion of the Project, including recommendations regarding final payments to contractors and release of retainage.

Deliverables

Construction is contingent upon the timely submission of properly completed design deliverables as specified in this RFP. The deliverables must include the following, which are further defined below:

- a. Detailed SOW for Phase 2 (Construction activities).
- b. Revised cost estimate and schedule.
- c. Assessment reports, design plans, and technical specifications.
- d. Environmental data collection requirements.

Detailed SOW

1. Provide a detailed SOW with specific tasks and milestones for Phase 2 of the Project.
2. Identify the technical standards and/or specifications required by the design.
3. Provide project maps and site photos. This includes photos of any existing structures in proposed construction areas.
4. If results of technical studies determined a change in proposed design, document design alternatives considered and indicate which one was selected. The alternatives consideration will also be used for EHP analysis.

Cost Estimate and Schedule

1. Provide an updated Construction budget narrative with a project cost breakdown and supporting documentation. Lump-sum estimates are not eligible and will not be accepted.
2. Provide a final itemized Construction cost estimate that includes the materials, with unit description and unit cost. For labor and rental equipment, include number of hours and hourly rate.
3. The cost estimate should indicate when the funds are expected to be expended, and line-item descriptions should be detailed enough to validate actual expenditures at closeout.
4. The source(s) and methodology used to develop the cost estimate should be provided.
5. Provide a detailed work schedule for all elements described in construction SOW.

Assessment Reports, Design Plans, and Technical Specifications

1. Assessment reports must include:
 - a. Development of as-built drawings of existing structure.
2. Design plans and technical specifications must include:
 - a. Iterative design process that includes coordination between the PRDA, COR3, and FEMA at identified benchmarks (e.g., 30%, 60%, 90% and final design stages) to assist in identifying any potential issues at the earliest possible time.
 - b. Preliminary design plans. All components of the Project must be designed to comply with the 2018 PRBC and all applicable local codes and standards.
 - c. Final design plans. Design plans and specifications should be signed and sealed by a licensed professional engineer registered in Puerto Rico.

Environmental Data Collection

1. Proponent shall comply with the conditions identified in the Record of Environmental Considerations (REC).
2. Proponent shall provide PRDA with Site Environmental Reconnaissance Report
 - a. Narrative summary of existing environmental conditions at each site.
 - b. Identification of coastal, marine, and near-shore features.
 - c. Documentation of observed environmental constraints, sensitive resources, and potential impact areas.
 - d. Date-stamped photographs with captions and location references.
3. Environmental Mapping and Exhibits
 - a. Environmental constraint maps showing coastal zones, marine waters, wetlands, flood zones, and setback areas, as applicable.
 - b. Delineation of work areas relative to sensitive environmental resources.
 - c. Identification of staging area during construction activities.
4. FEMA EHP Screening Documentation
 - a. Environmental screening forms and supporting documentation consistent with FEMA PA EHP requirements.
 - b. Description of proposed activities relative to FEMA-approved scope of work.
 - c. Identification of potential environmental impacts and proposed avoidance or minimization measures.
5. Coastal Zone and Marine Compliance Data
 - a. Identification of marine or coastal permits, certifications, or consultations potentially required.
 - b. Supporting data for near-shore or in-water work elements.
6. Water Quality and Sediment Information
 - a. Identification of water quality considerations for coastal or marine work areas.

- b. Preliminary assessment of sediment disturbance risks, turbidity concerns, and erosion potential.
 - c. Recommended best management practices (BMPs) to protect water quality during construction.
- 7. Cultural and Historic Resource Screening Support
 - a. Documentation supporting National Historic Preservation Act (NHPA) Section 106 screening, as applicable.
 - b. Identification of known historic properties, archaeological sensitivity areas, or cultural resources within or adjacent to the project limits.
- 8. Environmental Constraints Integration Memo
 - a. Summary memorandum identifying environmental constraints and compliance considerations that must be incorporated into design and construction documents.
 - b. Clear recommendations to ensure design solutions remain compliant with environmental requirements and FEMA PA eligibility.
- 9. Agency Coordination Support Documentation
 - a. Records of coordination with applicable federal and Commonwealth agencies related to environmental compliance, as required.
 - b. Meeting notes, correspondence summaries, and data submissions supporting environmental reviews.
- 10. Environmental Data Appendix for Design Packages
 - a. Compiled environmental data package suitable for inclusion in design submissions, permit applications, and FEMA PA EHP review packages.
 - b. Organized and indexed documentation to support audit readiness and future reference.

Appendix J

STATEMENT OF THE PROPONENT

BUSINESS AND TECHNICAL ORGANIZATION.

The **Proponent** may use additional space to complete required information.

I. PERMANENT PLACE OF BUSINESS

1. Name of Bidder: _____

2. Mailing Address: _____

3. City and Zip Code: _____

4. Physical Address: _____

5. City and Zip Code: _____

6. Telephone No: _____

7. E-Mail: _____

II. PROPOSER REFERENCES - LIST BELOW SIMILAR CONTRACTS EXECUTED

Proposer must supply references of minimum three firms to which similar services have been provided within the past five years of a comparable sized institution or company. **Special considerations with FEMA experience, or A/E Services projects.**

	Client Name, Contact Person and telephone	Location	Type of Work (Description of the services provided, include any similar services to the herein required)	Contract Amount	Completion Date	Funding Resource (private, state, or federal
1						
2						
3						
4						
5						

III. LIST BELOW CONTRACTS IN HAND

No.	Name Contact Person and Telephone	Type of Work	Contract Price	% Completed
1				
2				
3				
4				
5				

IV. EXECUTIVE SUMMARY

Provide a complete profile of your organization, mission, and vision statements. The proposal profile should detail experience in projects with Architectural and Engineering Design Services.

V. EXPERIENCE DESCRIPTION AND STRATEGY IN PROVIDING THE SERVICES

Describe the 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. Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. Detail your firm's understanding of the technical, operational, and regulatory challenges associated with the design and implementation of wind mitigation measures involving the installation of code-compliant security windows, doors, and related building components at an occupied historic facility. Describe the Mitigation Considerations identified in this RFP, including compliance with applicable building codes and wind standards, protection of historic character, continuity of essential services, and Environmental and Historic Preservation (EHP) requirements. Identify potential risk factors and describe methods for managing and mitigating these risks throughout the project lifecycle.

VI. TEAM QUALIFICATIONS

The Proponent shall provide detailed information regarding the experience and qualifications of the firm's principals, project managers, key personnel, and assigned staff, including applicable degrees, certifications, professional licenses, and years of relevant experience demonstrating the Proponent's capability to address mitigation considerations consistent with the Project scope. Such experience shall include the provision of Architectural and Engineering (A/E) services related to the assessment, design, and specification of code-compliant opening protection systems, including impact-resistant windows, doors, and related components intended to reduce wind-related damages, wind-borne debris impacts, and wind-driven rain infiltration in existing facilities, particularly occupied or critical-use buildings. The Proponent shall also describe relevant experience with federally funded projects and compliance with FEMA programs and regulatory requirements, including Environmental and Historic Preservation (EHP) coordination.

The Proponent shall specifically identify current employees who will serve as Key Personnel, including both the Proponent's staff and any proposed subcontractors. The Proponent shall demonstrate that its team possesses the qualifications, experience, and technical expertise necessary to successfully perform the tasks and services described in this RFP, including prior experience in A/E design services for building retrofits and hazard mitigation projects. Any subcontractors shall be identified, along with a description of their experience and proposed role on the project team. The Proponent shall further demonstrate its capacity to maintain appropriately qualified staffing throughout the term of the anticipated contract. Resumes of all personnel and subcontractors proposed to perform the services shall be submitted. Consideration should be given to engaging architectural, structural, and specialty consultants with expertise relevant to the window and door mitigation scope, consistent with the Scope of Work set forth in Appendix A of this RFP.

VIII. Inclusion of Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses

The Contracting Entity 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 small businesses, minority-owned businesses, women-owned business enterprises (WBEs), and veteran-owned businesses is strongly encouraged.

If the Proponent is a (WBEs), they shall provide a detailed explanation describing how their status as a small business, minority-owned business, women-owned business enterprise, or veteran-owned business contributes unique advantages to this Project.

I, _____ of _____ certify that the answer to this foregoing questions and all statement therein contained are true and correct.

Authorized representative signature

Date

Cost Proposal

FEMA-DR-4671-PR

COST BY PROJECT TASK

Basic Services

PHASE 1	TIME (Calendar Days)	LS
Preparation of Studies and Drawing Set and Specification Set (Design)	_____ days	\$
<p>Notes: The Proposer shall perform the analyses necessary to support Phase I design services, including review of existing documentation, wind vulnerability and building code compliance assessments, and environmental and historic preservation coordination in support of FEMA requirements. Drawings and specifications must be signed by licensed professionals under Puerto Rico Law 173 (1988). Deliverables must be submitted in the format required by the Contracting Entity, with milestone submissions at 30%, 60%, 90%, and 100%. Proposer must validate the damages, provide cost estimate breakdowns to support scope alignment and /or improved project strategy, as required by FEMA and COR3.</p>		
Permits and Endorsments	_____ days	\$
<p>Notes: The Proposer is responsible for identifying and managing all required municipal, state, and federal permits and endorsement including but not limited to coordination with DRNA, OGPe, and other relevant agencies.</p>		
Environmental Review	_____ days	\$
<p>The Proposer shall comply with applicable regulations, prepare environmental analysis based on the applicable Level of Environmental Review requirements, including information required by FEMA's Environmental and Historic Preservation request for information. Assist in preparing documentation for any consultation regarding SHPO.</p>		
Cost Estimate	_____ days	\$
<p>Notes: The Proposer shall submit detailed cost estimates broken down by CSI divisions, aligned with design progress milestones (30%, 60%, 90%, 100%), including but not limited to materials, labor, equipment, mobilization, and contingencies. Estimates must be prepared using RSMMeans and local market data, and certified by a licensed professional. This effort includes enefit Cost Analysis in all design stages.</p>		
Design Services During Construction (Supervision)	_____ days	\$
<p>Notes: The Proposer shall provide support during the construction phase, including but not limited to field visits, review of submittals, change orders, payment evaluations, preparation of As-Built drawings, and technical recommendations. The Proposer shall observe compliance with contract documents and provide reports on the progress and quality of work.</p>		
All A&E Services:	N/A	\$

APPENDIX D

CERTIFICATION REGARDING LOBBYING 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix E

CONFLICTS OF INTEREST

Proposals from contractors performing services for PRDOA will not be considered. Any Proponent that wishes to enter into contracts with PRDOA shall be required to disclose all the information needed for PRDOA to evaluate in detail any transactions or applications submitted thereto and make correct and informed determinations.

Thus, all Proponents shall certify that they do not represent private interests in cases or matters that involve conflicts of interest, or public policy, between PRDOA and the private interests he/she represents, as required by Section 3.2(n) of Act 2-2018, known as the Anticorruption Code for the New Puerto Rico. The Proponent shall notify PRDOA as soon as possible if the potential contract or any aspect related to it raises an actual or potential conflict of interest (as defined in 2 C.F.R. Part 200). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that PRDOA can assess such a situation. The Proponent shall include evidence that he/she is not debarred, suspended, or otherwise excluded from or ineligible for participation in **Federal assistance programs or activities (www.sam.gov). 23 L.P.R.A. § 1883a(b).**

Proponents must provide a list of any other current or prior (3 years from the publication of the RFP) consulting contracts that the firm, their subcontractors, and/or key personnel has/ had with PRDOA or any other Government Entity in Puerto Rico, any municipality of Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico. In addition, the Proponent must provide a description of any recent (last 5 years) or ongoing legal proceedings, interviews, or investigations being conducted by any U.S. law enforcement agency, if any, involving their 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, the Proponent shall provide a brief description of any work 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, and indicate whether this activity is ongoing and, if not, when the previous assignment was concluded. Note that PRDOA may in the future request a list of direct or indirect relationships the Proponent or its professionals and/or subcontractors have to members of the Authority or Board Members, executives of other public corporations of Puerto Rico, directors or secretaries of state agencies, or majors of municipalities. It is

necessary to reiterate that all work experience related to the Government of Puerto Rico and/or Private Non-Profit Organizations (PNPs), if any, must be described in detail.

The description should include but not be limited to: (1) period, (2) resources managed, (3) agencies and/or entities to which services were provided, and (4) responsibility in such roles with their respective deliverables. In the event of a potential or perceived conflict of interest or unfair advantage, PRDOA reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Proponents.

The Proponent shall accept any reasonable conflict of interest or unfair advantage mitigation strategy employed by PRDOA. If PRDOA determines that mitigation is not possible, the entity/person determined to have conflict of interest or unfair advantage will not be able to participate as a team member for proposals in response to the RFP for the Project in question. Failure to abide by the PRDOA determination in this matter may result in a proposal being declared nonresponsive and disqualified. PRDOA reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to PRDOA satisfaction.

ELIGIBILITY AFFIDAVIT

I, _____ (Proponent Contact), of legal age, civil status: _____, profession: _____ and a resident of _____ (City, State), in my capacity as _____ (officer) of _____ (the "Proponent"), do hereby certify under penalty of perjury, that, except as noted below, the Proponent and Proponent's owners, shareholders, partners, directors, officers, principals and managers ("Proponent's Related Parties"): a. are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal court of agency; b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal court or agency within the past three (3) years; c. do not have a proposed debarment pending; d. e. will not use any subcontractors who are so debarred; have not been convicted or plead guilty in federal or state court, for the commission of misappropriation; extortion; construction fraud; fraud in the delivery of goods; undue intervention in public procurement processes; bribery; offer to bribe; undue influence; crimes against public funds; or preparation, presentation, possession or transfer of forged documents. The prohibition set forth herein shall also apply to convictions for other crimes equivalent to those of the above stated crimes; f. are not under investigation in federal, state, foreign or local jurisdictions, at any legislative, judicial or administrative level for the alleged commission of the abovementioned crimes; and g. I am a duly authorized representative of the Proponent and the Proponent Related Parties, with knowledge and authority to execute this sworn statement. Exceptions to the above are set forth in an attachment to this Appendix II, providing the name of the initiating agency, number of the complaint, names of all parties and dates of action.

Proponent Contact Signature
Title

Proponent Contact Name and

AFFIDAVIT NO. _____

Sworn and subscribed before me by _____, of the
personal circumstances set forth above, personally known to me or identified by

_____ in

_____, _____, on this ____ day
of _____, 2026.

Notary Public

PROPOSAL SIGNATURE PAGE

EACH PROPOSER IS REQUIRED TO SUBMIT A PROPOSAL SIGNATURE PAGE WITH ITS PROPOSAL. ANY PROPOSER THAT FAILS TO DELIVER THE PROPOSAL SIGNATURE PAGE IS AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION FOR AN AWARD

PROPOSER: _____

ADDRESS: _____

PHONE: _____

The undersigned, doing business under the full and complete legal name as set forth above, proposes to provide the services described in the Proposer proposal to the Puerto Rico Department of Agriculture PRDOA, for the Scope of Work set forth in the Proposer's Proposal.

The Proposer makes the following certifications with regard to its service and pricing proposals:

1. Proposer is presenting its proposal for the RFP No. 02242026-01
2. Proposer certifies that it has filed all its income tax forms and paid all its taxes (including property taxes), unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
3. Proposer certifies that there is no conflict of interest in the contract and provisioning of the proposed services and items to the PRDOA.
4. Proposer agrees that its service proposal and price proposal shall remain valid for 120 days from the date of submission.
5. Proposer certifies that none of the employees of the Department or any of its sub-departments or agencies has a pecuniary interest in their offer.
6. Proposer certifies that its proposal has been prepared and developed without collusion with any of the Department's officials or other Proposers and without effort to preclude the Department from obtaining the best competitive proposal.
7. Proposer certifies the Proposer nor any person or entity associated who is partnering with the Proposer has been the subject of any adverse findings that would prevent PRDOA from selecting the respondent. Such adverse findings include but are not limited to the following:

- a. Negative findings from a federal Inspector General or from the US Government
- b. Accountability Office (GAO), or from an Inspector General in another state;
- c. Pending or unresolved legal action from the US Attorney General or from an Attorney General in Puerto Rico or another state;
- e. Pending litigation with the Government of Puerto Rico, or any other state;
- f. Arson conviction or pending case;
- g. Harassment conviction or pending case;
- h. Puerto Rico, federal, or private mortgage in arrears, default, or foreclosure proceedings;
- i. In rem foreclosure;
- j. Sales tax lien or substantial tax arrears;
- k. Fair Housing violations or current litigation;
- l. Defaults under any federal or Puerto Rico sponsored program;
- m. A record of substantial building code violations or litigation against properties owned and/or managed by respondent or by any entity or individual that compromises the respondent;
- n. Past or pending voluntary or involuntary bankruptcy proceedings; or

8. Conviction for fraud, bribery, or grand larceny or any felony listed in the PR Anticorruption Code of 2017. The undersigned, hereby acknowledges receipt of (a) RFP# 02262026-01 and including all appendices, (Proposer should list here any and all addenda to the RFP issued by the Department and posted at (www.agricultura.pr.gov)). The undersigned also hereby certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda.

Signature: _____

Name/Title: _____

Date: _____

Puerto Rico Department of Agriculture-Villas Pesqueras-Bundle 1

RFP: Architectural and Engineering (A/E) Services

Evaluation Committee Scorecard

RFP Number:

Proponent Names:

Evaluator Name:

Evaluation Rating:	
Far exceeds all criteria elements	5
Exceeds criteria elements	4
Meets critical criteria elements	3
Meets some, but not all, criteria elements	2
Does not meet criteria	1

Evaluation Criteria	Weight	Proponent:		Proponent:		Proponent:		Proponent:		Example / Control	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Experience and strategy in providing the services	30%	0.00	0.00								
Company History and Background	2%		0.00		0.00		0.00		0.00		0.00
Experience from past or ongoing projects	8%		0.00		0.00		0.00		0.00		0.00
References provided by Proponent (3 references)	10%		0.00		0.00		0.00		0.00		0.00
Experience with FEMA programs or federally funded projects	10%		0.00		0.00		0.00		0.00		0.00
II. Team qualifications	35%	0.00	0.00								
Team capacity to provide the A/E Services	17%		0.00		0.00		0.00		0.00		0.00
Capacity to perform all the Tasks and Subtasks outlined in the Scope of Services	18%		0.00		0.00		0.00		0.00		0.00
III. Cost Proposal and Cost Proposal Breakdown	25%	0.00	0.00								
Cost Reasonableness: Proposed pricing is reasonable compared to the scope and industry standards: No unbalanced pricing across Tasks/Subtasks.	13%		0.00		0.00		0.00		0.00		0.00
Cost Competitiveness	12%		0.00		0.00		0.00		0.00		0.00
IV. Financial Statements	5%	0.00	0.00								
Financial Statements demonstrate Financial Capacity and Stability	5%		0.00		0.00		0.00		0.00		0.00
V. Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses	5%	0.00	0.00								
The Municipality 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 small businesses, minority-owned businesses, women-owned business enterprises (WBEs), and veteran-owned businesses is strongly encouraged.	5%		0.00	5			0.00		0.00		0.00
Total Score	100%		0.00		0.00		0.00		0.00		0.00
Percentage Score			0%		0%		0%		0%		0%

Appendix K

FEDERAL CONTRACT PROVISIONS

ARTICLE I BREACH; TERMINATION & REMEDIES

Section 1.1 Breach of Contract Terms Subject to the other provisions of this Agreement, any violation or breach of terms of this Agreement on the part of the Contractor or its subcontractors, if any, may result in the suspension or termination of this Agreement or such other action, including the recovery of damages that may be necessary to enforce the rights of the PRDOA. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

Section 1.2 Termination with or Without Cause Notwithstanding any provision to the contrary in this Agreement, the PRDOA shall have the right to terminate this Agreement without cause by providing the Contractor thirty (30) days' notice by registered mail, return receipt requested, or overnight express mail. Any provisions of this Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the Parties.

Section 1.3 Unpaid Fees in case of Termination or Expiration of Agreement Upon any termination or expiration of this Agreement, the Authority shall promptly pay the Contractor any accrued but unpaid fees hereunder incurred prior to the effective date of such termination or expiration, as the case may be, including services rendered at the request of the PRDOA (and agreed to in writing by the Parties) in connection with any transition of responsibilities hereunder and shall reimburse the Contractor for any unreimbursed expenses that are reimbursable hereunder.

Section 1.4 Rights and Obligations Upon any termination or expiration of this Agreement, the rights and obligations of the Parties shall terminate, except for the rights and obligations that shall survive the termination or expiration of this Agreement.

ARTICLE II EQUAL EMPLOYMENT OPPORTUNITY ACT

Section 2.1 Equal Employment Opportunity To the extent applicable, in the performance of this Agreement the Contractor agrees as follows:

a. 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.

b. 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.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment 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.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative 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.

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

f. 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, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such Government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE III COMPLIANCE WITH DAVIS-BACON ACT

To the extent applicable, in the performance of this Agreement:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. The Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, the Contractor is required to pay wages not less than once a week.

ARTICLE IV COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

To the extent applicable, in the performance of this Agreement:

- a. Contractor: The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

ARTICLE V CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Section 5.1 Compliance with the Contract Work Hours and Safety Standards Act To the extent applicable, in the performance of this Agreement:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 5.2 Further Compliance with the Contract Work Hours and Safety Standards Act To the extent applicable, in the performance of this Agreement:

(a) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

ARTICLE VI RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph. If the FEMA award meets the definition of funding agreement and the PRDOA enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the PRDOA must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

Therefore, to the extent applicable, in the performance of this Agreement, contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract’s and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

ARTICLE VII CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Section 7.1 Clean Air Act

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

Section 7.2 Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to PRDOA and understands and agrees that PRDOA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE VIII SUSPENSION AND DEBARMENT

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a no procurement transaction at either a primary or secondary tier. Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs: (i) The contract is at least \$25,000. (ii) The contract requires the approval of FEMA, regardless

of amount. (iii) The contract is for federally required audit services. (iv) It is a subcontract for \$25,000 or more.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into. c. This certification is a material representation of fact relied upon by PRDOA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PRDOA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

e. The Contractor certifies that, at the time of the execution of this Agreement, its principals and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). f. The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Agreement, the Contractor will periodically review www.SAM.gov and local notices to verify the continued accuracy of this representation.

ARTICLE IX BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Section 9.1 Applicability Contractors who apply or bid for an award of \$100,000 or more shall file the required certification required certification regarding lobbying. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal

award. Such disclosures are forwarded from tier to tier up to PRDOA who in turn will forward the certification(s) to the federal awarding agency.

Section 9.2 Required Certification If applicable, Contractor must sign and submit to PRDOA the following certification:

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ARTICLE X PROCUREMENT OF RECOVERED MATERIALS

The requirements of **Section 6002** include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Therefore, to the extent applicable:

- a. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— i. ii. iii. Competitively within a timeframe providing compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. EPA's
- b. Information about this requirement, along with the list of EPA designated items, is available at Comprehensive Procurement Guidelines <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.website>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ARTICLE XI PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

b. Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions. (1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or

services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. Page 11 of 14 (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. d. Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunication equipment or services. e. Subcontracts. The Contractor shall insert the substance of this clause including this paragraph (e), in all subcontracts and other contractual instruments.

ARTICLE XII DOMESTIC PREFERENCE FOR PROCUREMENTS

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements. As applicable, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in

part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE XIII ACCESS TO RECORD AND RECORDS RETENTION

Section 13.1 Access to Records The Contractor agrees to:

- a. Provide PRDOA, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Section 13.2 Contracts under a Major Disaster Declaration In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the COR3/P3 Authority and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 13.3 Records Retention The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Agreement for a period of not less than six (6) years after the date of final payment and close-out of all pending matters related to this Agreement or the federally declared disasters. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 6-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ARTICLE XIV CONTRACT CHANGES OR MODIFICATIONS

The PRDOA may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. Provided, however, that no changes

shall be made to the scope of the Services that would render the costs incurred in the performance of this Agreement unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from FEMA, the U.S. Department of House and Urban Development (“HUD”) or any other U.S. Federal agency.

ARTICLE XV PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable

ARTICLE XVI PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein.⁵ If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

APPENDIX L: QUESTION FORM

Department of Agriculture-Villas Pesqueras-A&E Services-Bundle 1
Request for Proposals (RFP XXX)
Official Question Form

Proponents must complete this form and submit it as an attachment to: recuperacion@agricultura.pr.gov and to jacruz@agricultura.pr.gov. Only questions submitted using this form, by registered Proponents, and within the established deadline will receive a response.

Proponent Information

Proponent Name:

Authorized Representative:

Title/Position:

Email Address:

Phone Number:

Questions

Please list each question separately. Attach additional pages if necessary.

Question Number:
Section of RFP Referenced:
Question:

Question Number:
Section of RFP Referenced:
Question:
Question Number:

Section of RFP Referenced:

Question:

Question Number:

Section of RFP Referenced:

Question: