

**PUBLIC NOTICE OF REQUEST FOR PROPOSAL (RFP)  
ARCHITECTURAL AND ENGINEERING (A/E) PROFESSIONAL SERVICES UNDER THE  
FEMA PUBLIC ASSISTANCE GRANT PROGRAM (FEMA PA)  
DEPARTMENT OF AGRICULTURE, PUERTO RICO**

The Department of Agriculture announces the publication of a Request for Proposals (RFP) seeking to contract a qualified Architectural/Engineering (A/E) Firm(s), or duly licensed Professional Engineer(s) (PE) or Registered Architect(s) (RA), to provide professional services on its FEMA Public Assistance approved project.

The selected firm will be responsible for providing comprehensive design, permitting, environmental, construction bid support, and construction-phase technical services necessary to develop and deliver FEMA-compliant project execution and documentation.

This Request for Proposals (RFP) is issued to secure A/E professional services for disaster-related damages eligible under the FEMA PA Program. All services shall be performed in accordance with applicable federal, state, and local regulations, including but not limited to FEMA, HUD, EPA, and other governing authorities.

**Scope of Work**

The selected firm will be responsible for providing all professional architectural and engineering services necessary to perform the tasks outlined below, which may include but are not limited to:

- **Studies and Design:**  
Develop all required studies and the complete project design package.
- **Preparation of Studies:**  
Conduct all technical, environmental, geotechnical, and regulatory studies needed for the design.
- **Preparation of Drawings and Specifications:**  
Produce sealed construction drawings, specifications, design narratives, and renderings in compliance with regulations.
- **Permits and Endorsements:**  
Obtain and manage all required municipal, state, and federal permits and approvals.
- **Environmental Review:**  
Ensure compliance with FEMA EHP requirements, overall NEPA obligations, and all applicable environmental regulations, including the implementation of required mitigation measures.
- **Take-Off and Cost Estimate:**  
Prepare certified quantity take-offs and detailed cost estimates aligned with project scope.
- **Construction Bid Package:**  
Assemble a complete, compliant construction bid package for procurement.
- **Construction Bid Support:**  
Provide technical and administrative support throughout the bidding process.
- **Design Services During Construction:**  
Support construction with site visits, submittal reviews, clarifications, and record drawings.

## **Proposer Qualifications and Experience**

**The following minimum qualifications apply and must be met in accordance with applicable regulations and standards:**

- Proven experience delivering architectural and engineering services for FEMA PA or similar federally funded disaster recovery programs.
- Knowledge of FEMA PA policy, Title 2 CFR Part 200, environmental compliance, and applicable state and federal permitting processes.
- A history of developing complete design documents, cost estimates, specifications, bid packages, and construction-phase support for public infrastructure projects.
- Adequate staffing, resources, and qualified team members with the necessary credentials to perform all required tasks concurrently and within established timelines.
- Compliance with local Act No. 173 of August 12, 1988, ensuring that all engineering, architectural, and surveying services are performed by professionals duly licensed in Puerto Rico, thereby guaranteeing that all technical work is carried out by qualified and legally authorized practitioners in accordance with local licensing standards.

This Request for Proposals is funded with federal funds; therefore, all applicable federal requirements shall apply. The Department of Agriculture will consult SAM.gov to verify whether the proposer is properly registered or debarred. Accordingly, all proposers must possess a valid Unique Entity Identifier (UEI) and be fully registered in the System for Award Management (SAM.gov). Such registration must be active and in good standing at the time of proposal submission.

## **Proposal Submittal Process and Deadline**

**Application Start Date** : February 24, 2026

**Deadline:** March 6, 2026

**Digital Submission** : Proposals must be compiled in a single PDF file and submitted via email to no later than March 6, 2026

**Email Subject Line:** A/E Professional Services for FEMA PA - Puerto Rico Department of Agriculture.

**Physical Submission** : Each Proponent must also submit two (2) physical copies of the proposal, delivered to the address below no later than **March 6, 2026 at 4:00 p.m.**

### **Submission Address :**

The RFP shall be sent and addressed to:

**Andrés F. Rosado**, Deputy Secretary Agro Commercial Integrity  
Puerto Rico Department of Agriculture

Attention to:

Japhet Cruz  
Office of Recovery

Puerto Rico Department of Agriculture  
P.O. Box 10163 San Juan, PR 00908-1163

**Tel:(787)304-5350, Ext. 501150**

Email: [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov) and [arosado2@agricultura.pr.gov](mailto:arosado2@agricultura.pr.gov)

After the public announcement of the RFP, interested proponents must register and confirm their intent to participate at [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov).

Proponent's registration must include the following information:

1. Company's name.
2. Representative's name.
3. Representative's email.
4. Representative's address.
5. Representative's telephone.
6. A written message indicating the Proponent's interest in participating in this RFP.

Non-registered Proponents will not be permitted to participate in this RFP. Late or incomplete applications will not be considered.

**Public Comment & Contact Information**

This Request for Proposal is available in English and in accessible formats.

For questions, contact:

Japhet Cruz  
Office of Recovery  
PR Department of Agriculture  
Email: [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov)

**Published, today February 24, 2026**

# REQUEST FOR PROPOSALS

seeking

**Architecture and Engineering (A/E) Services**

for the

**Department of Agriculture**

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

**RFP Published Date:** February 24, 2026

**RFP Deadline :** March 6, 2026

**RFP Number :** 02242026-01

**Project Worksheet s (PWs):** 1973 & 2406

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## Background and Purpose

The Puerto Rico Department of Agriculture (PRDA) is the central governmental entity responsible for the development, regulation, and promotion of the agricultural sector across the Commonwealth of Puerto Rico. The Department plays a strategic role in advancing food security, strengthening local production, supporting farmers and agribusinesses, and safeguarding agricultural lands and natural resources, while aligning Puerto Rico's agricultural policies with federal programs and funding frameworks.

As Puerto Rico continues to prioritize food security, economic resilience, and sustainable development, PRDA serves as a cornerstone institution in aligning agricultural policy with long-term recovery, climate adaptation, and economic growth objectives. The Department's work directly impacts rural economies, employment, supply chain stability, and the overall resilience of the Island.

Hurricane Fiona significantly impacted facilities owned by the PRDA, making it a subrecipient of the Federal Emergency Management Agency ("**FEMA**") Public Assistance (PA) Program. During the declared incident period of September 17-21, 2022, the PRDA experienced widespread damage caused by sustained winds of up to 85 mph, heavy rainfall, flooding, storm surge, and landslides. These conditions caused multiple damages to PRDA Fishing Villages.

On September 21, 2022, President Joseph R. Biden, Jr. declared a major disaster for Puerto Rico (DR-4671), authorizing FEMA to provide Public Assistance to all 78 municipalities. As part of this declaration, PRDA received federal funds to repair, restore or reconstruct damaged facilities.

Hence, PRDA is seeking Architectural and Engineering (A/E) firms for the following obligated PWs under Disaster 4671:

- **PW [01973]-Damage 1260636-** Fishing Village - Villa Pesquera Puerto Real - Ramp and Pier
- **PW [01973]-Damage 1260601 -** Fishing Village - Asoc Pescadores Unidos
- **PW [02406]: Damage 1260645 -** Fishing Village - Asoc Pescadores La Parguera - Ramp and Pier

The PRDA is issuing this Request for Proposals (**RFP**) to procure Architectural and Engineering (A/E) Services for the Project Worksheets identified above through a fair, open, and competitive procurement process.

The PRDA seeks to contract a qualified Architectural/Engineering (A/E) Firm, a duly licensed Professional Engineer (PE), or a Registered Architect (RA) to provide specialized professional services for Architectural and Engineering (A/E) Services. Construction services are not part of this procurement. PRDA reserves the right, at its sole discretion,

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to select and contract with one or multiple qualified firms under this solicitation and to assign one or more projects, task orders, or scopes of work to such firms based on project-specific needs, capacity, and performance considerations.

The activities include but are not limited to: A/E design services, engineering analyses, site evaluations/screenings, and additional activities described in **Appendix A** of this RFP.

Proposers must comply with national engineering and hazard-mitigation best practices applicable to FEMA Public Assistance projects.

The selected Proponent will be responsible for delivering all required services in full compliance with **Appendix A - Scope of Services**. All services shall be performed in accordance with the specifications, standards, and frequencies established therein.

Proponents must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA requirements. Previous experience with projects subject to compliance requirements under FEMA will be considered in the evaluation.

Review and verification through the site area of FEMA's Scope of Work (the "SOW") is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided).

The awarded proponent shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies relating to FEMA Public Assistance Program. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; applicable waivers; National Historic Preservation Act; 2 C.F.R. part 200.101, where applicable, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment.

The selected Proponent will be responsible for delivering all Tasks, in full compliance with the requirements outlined in **Appendix A- Scope of Services**. All services must be performed in accordance with the specifications, frequencies, and standards described therein.

Proponents will not be permitted to subcontract any part of the **Services** without the PRDA prior written express consent.

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## Definitions

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

### Proposer<sup>1</sup>

Means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.

### Awarded Proposer or Selected Proposer<sup>2</sup>

Means a Proposer awarded a contract resulting from this process and are used interchangeably in this document.

### RFP Solicitation<sup>3</sup>

Means this series of documents, which establish the bidding and requirements and solicits Quotes (Proposals) to meet the needs of the Using Agencies as identified herein, and includes the Proposal Bid Solicitation (RFP), price schedule, attachments, and Bid Amendments (Addenda).

### Public Assistance Program (PA)<sup>4</sup>

Disaster assistance for communities to respond and recover quickly after presidentially declared emergencies or major disasters. FEMA's Public Assistance program provides grants to eligible government organizations and certain private nonprofit organizations. This type of assistance is provided for debris removal, life-saving emergency protective measures, and for the repair, replacement, or restoration of disaster-affected facilities. FEMA allocates Public Assistance funding to the Government of Puerto Rico, which in turn is responsible for disbursing the funds to subrecipients.

### Audit<sup>5</sup>

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

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

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

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

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

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A financial review undertaken by an independent public accounting firm, the Inspector General's Office, the General Accounting Office (GAO) and/or Office of Management and Budget.

### Category<sup>6</sup>

To facilitate the processing of Public Assistance funding, FEMA separates Emergency Work into two categories (A-B), Permanent Work into five categories (C-G) based on general types of facilities, and in Administrative Expenses (Z). For a detailed description of each category, please visit the Project Category section.

### Construction Materials<sup>7</sup>

Articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), **it is nonetheless a construction material. The listed items are:**

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

Minor additions of articles, materials, supplies, or binding agents to a construction material **do not change the categorization of the construction material.** See 2 C.F.R. Part 184.3.  
Glossary Section: Build America, Buy America Act

### Central Office for Recovery, Reconstruction and Resiliency (COR3)<sup>8</sup>

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

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

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

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

**Contract**<sup>9</sup>

For purposes of these programs, a contract is an agreement entered into between the government and a principal contractor to provide goods and services for a price.

**Contractor**<sup>10</sup>

A business, organization, or agency that receives funding to perform work under a contract. A contractor may be a corporation, small business, university, non-profit, sole proprietor, or other entity. When a company has a contract with the government, they may hire another company to perform part of the work. When this happens, the company who was awarded the government contract is called principal contractor and the company hired by the principal contractor is called sub-contractor.

**Disaster**<sup>11</sup>

A sudden event, such as an accident or a natural catastrophe, that causes great damage or loss of life.

**DR 4671**<sup>12</sup>

Disaster Declaration for Hurricane Fiona in Puerto Rico declared by the President of the United States on September 21, 2022.

**Flood Map**

A Flood Insurance Rate Map (FIRM), Flood Boundary and Floodway Map (FBFM), and Flood Hazard Boundary Map (FHBM) are all flood maps produced by FEMA. The FIRM is the most common type of map, and most communities have this type of map. At a minimum, flood maps show flood risk zones and their boundaries, and may also show floodways and Base Flood Elevations (BFEs). The FBFM is a version of a flood map that shows only the floodway and flood boundaries. The FBFM is no longer produced; current FIRMs include all of this information. The FHBM is an older version of a flood map and is based on approximate data.

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

National Flood Insurance Program Requirements 64.3 - Definition

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

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

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

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

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Glossary Section: NFIP - National Flood Insurance Program<sup>13</sup>

### **Floodplain** <sup>14</sup>

Any land area that FEMA has determined has at least a 1% chance in any given year of being inundated by floodwaters from any source.<sup>15</sup>

Glossary Section: Hazard Mitigation Assistance Guidance

### **Floodplain Management** <sup>16</sup>

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood risk reduction works and floodplain management regulations.

Glossary Section: Hazard Mitigation Assistance Guidance

### **Floodway** <sup>17</sup>

The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities regulate development in these floodways to ensure there are no increases in upstream flood elevations.

Glossary Section: Hazard Mitigation Assistance Guidance

### **Hazard Mitigation** <sup>18</sup>

Any action taken to reduce or eliminate the long-term risk to human life and property from hazards. The term is sometimes used in a stricter sense to mean cost-effective measures to reduce the potential for damage to a facility or facilities from a disaster event.<sup>19</sup>

### **PA**<sup>20</sup>

FEMA Public Assistance (PA) provides grants to local governments or municipalities for communities to be able to quickly respond and recover from disasters and emergencies. Under the major disaster declarations signed by the president in September 2017 (DR-

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

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

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

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

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

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

<sup>19</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

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

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4336 and DR-4339) all of Puerto Rico’s 78 municipalities have been designated as eligible for FEMA assistance.

### **Permanent Work (Categories C-G) <sup>21</sup>**

Work that is required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards.

### **Project <sup>22</sup>**

A logical grouping of work required as a result of the declared emergency or major disaster.

### **Project Worksheet (PW) <sup>23</sup>**

A tool used by the Applicant and FEMA to develop projects. The PW (FEMA Form 90-91) is the primary form used to document the location, damage description and dimensions, scope of work, and cost estimate for each project.

### **Repair <sup>24</sup>**

The return of infrastructure damaged by a major disaster to a safe and sanitary living or functioning condition.

### **Subrecipient <sup>25</sup>**

A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program. It does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

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

<sup>22</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), “Glossary,” *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

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

<sup>24</sup> Federal Emergency Management Agency (FEMA), *Glossary of Terms*, FEMA PDF GLO (accessed November 21, 2025), <https://www.fema.gov/pdf/plan/glo.pdf>.

<sup>25</sup> Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), “Glossary,” *Puerto Rico Disaster Recovery Transparency Portal*, accessed November 21 2025, <https://recovery.pr.gov/en/glossary#>.

## General Provisions

1. **NUMBER OF AWARDS**: At the sole discretion of the Puerto Rico Department of Agriculture ("PRDA") and based upon the breadth and experience of Respondents to this RFP, or other factors considered in the best interests of Puerto Rico, the PRDA may award contracts to more than one respondent and award any Respondent one or more steps or task orders per contract. In such case, Respondents acknowledge and accept that the PRDA reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals, to amend the Proposal before it is awarded and to withdraw an award(s) if an agreement acceptable to the PRDA is not reached, notwithstanding the Respondents' submission of Best and Final Offers ("BAFOs").
2. **NUMBER OF CONTRACTS**: The PRDA reserves the right, without limitation, to grant more than one contract and/or select more than one qualified respondent or bidder and to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding contract, if it deems that doing so is in its best interests and in the Public Interest. Likewise, the PRDA reserves the right to modify the contract(s) of the selected respondent(s) to extend the original duration, as further explained in this RFP, or to extent the scale of the scope to include work under subsequent plans as long as it is related to the services requested herein. Award of the contract(s) will be made to the qualified firm(s) whose proposal, in accordance with this RFP, is the most advantageous to the Government, price and other criteria to be considered.
3. **NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP**: Issuance of this RFP does not constitute a commitment by the PRDA to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law, including the FOMB if applicable. The PRDA will not have any binding obligation, duties, or commitments to the Selected Respondent(s) until and unless a contract has been duly executed and delivered by the sub-recipient entity after approval by the appropriate governmental authorities. If the PRDA is unable to negotiate a mutually satisfactory agreement with the Selected Respondent(s), it may, in its sole discretion, negotiate with the next highest- ranked Respondent(s) or cancel and reissue a new RFP. The PRDA reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico. If any or all proposals are rejected, the sub-recipient entity reserves the right to re-solicit proposals.
4. **OWNERSHIP OF PROPOSALS**: All documents, including Proposals submitted to the sub-recipient entity, become the property of the PRDA. Selection or rejection of a Proposal does not affect this provision.
5. **EXPENSES**: Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the PRDA, if any. The PRDA will not be liable to any Respondent for any claims, costs, or damages

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incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

6. **WAIVER OF INFORMALITIES** : The PRDA reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities and/or the Government of Puerto Rico.
7. **CONFIDENTIALITY OF PROPOSALS** : The PRDA shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Respondent so identifies such information in its Proposal as proprietary or confidential, and (ii) The PRDA determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. The PRDA obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Respondent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. The PRDA shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Respondent thereby grants to the PRDA an unrestricted license to use such unrestricted portions of the Proposal.
8. **COLLECTION AND USE OF PERSONAL INFORMATION** : Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide the PRDA with personal information of employees who have been included as resources in Proposal to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the PRDA. Such written consents are to specify that the personal information may be forwarded to the sub-recipient PRDA for the purposes of responding to this RFP and use by the PRDA for the purposes set out in the RFP. The sub-recipient PRDA may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the PRDA.
9. **RFP AND PROPOSAL AS PART OF AGREEMENT** : This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Respondent's Proposal will become part of any contract between the PRDA and the Respondent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

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## Contact Person and Registration

The RFP shall be sent and addressed to:

Andrés F. Rosado, Deputy Secretary Agro. Commercial Integrity  
Puerto Rico Department of Agriculture

Attention to:  
Japhet Cruz  
Office of Recovery

Puerto Rico Department of Agriculture  
P.O. Box 10163 San Juan, PR 00908-1163  
Tel: [\(787\)304-5350](tel:(787)304-5350), Ext. 501150

Email: [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov) and [arosado2@agricultura.pr.gov](mailto:arosado2@agricultura.pr.gov)

**NOTICE:** Interested proponents must register receipt of this RFP and confirm their intent to participate at [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov).

Failure to register via email will result in automatic disqualification. Registered proponents will receive the following when applicable:

- Notice of changes or cancellation of the RFP;
- Addendums (Responses to questions or clarifications, additional documents, etc.);
- Time extensions;
- Notice of award.

Proponent's registration must include the following information:

1. Company's name.
2. Representative's name.
3. Representative's email.
4. Representative's address.
5. Representative's telephone.
6. A written message indicating the Proponent's interest in participating in this RFP.

Please note that by registering to participate in this **RFP**, each registered Proponent agrees to and shall be bound by all the terms and conditions of this **RFP**. To be considered a registered Proponent, the Proponent must send an email to the address stated above, and with the information stated above. Registered Proponents will also be permitted to direct to the PRDA questions or requests for clarification regarding the RFP and will be copied on all future communications related to the RFP and RFP addenda, clarifications, and/or selection process. Notwithstanding anything provided above, Proponents are responsible for updates and information. **Non-registered Proponents will not be permitted to participate in this RFP.**

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## Performance Evaluation

Please be advised that the resulting contract from this Request for Proposal (**RFP**) process will be subject to a series of performance evaluations throughout its term. By assessing the contractor's performance at different stages of the contract term, the PRDA aims to uphold the principles of fairness, transparency, and efficiency in government procurement. The evaluations will seek to review contractors' performance in the following or more areas: quality standards, delivery timelines, regulatory requirements, level of quality and value for the resources invested, and professionalism. The feedback obtained through performance evaluations can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the PRDA to learn from past experiences and enhance its practices for better outcomes.

## RFP Timeline

The following schedule is to advise all Proponents of key dates of the **RFP** process. Please note that the **RFP** timeline includes target dates that may change.

The deadline for this process is detailed below:

Event	Date and Time
Request for Proposal Publication	February 24, 2026
Site Visit ( <b>Not Necessary</b> ), but upon request a visit can be coordinated.	To schedule a visit please e-mail: <a href="mailto:jacruz@agricultura.pr.gov">jacruz@agricultura.pr.gov</a> no later than February 26, 2026
Submittal of Questions (Request for Information, RFI) by email: <a href="mailto:jacruz@agricultura.pr.gov">jacruz@agricultura.pr.gov</a>	February 27, 2026 4:00 pm
Response for Request for Information by email <a href="mailto:jacruz@agricultura.pr.gov">jacruz@agricultura.pr.gov</a>	March 2, 2026 4:00 pm
RFP Proposal Submission	March 6, 2026 4:00 pm

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

These dates and activities are subject to change and may be revised through the issuance of addenda to this **RFP**. The Evaluation Committee reserves the right to reject any, and all, Proposal Package that does not comply with this **RFP**. The Evaluation Committee also reserves the right to postpone the date on which RFPs are required to be submitted, or to take any other action it may deem to be in the best interests of the PRDA.

Proposals without all the required information and documentation will be rejected and will not be considered. In the event of a dispute over the time and date of receipt of a proposal, the date and time of receipt set by the PRDA will prevail.

The proposal must be submitted as follows:

- One Original Proposal.
- One copy version of proposal

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Interested proponents have the responsibility of verifying and checking the email from which they issued a notice of receipt of this **RFP**, as was indicated in this RFP. All official communication related to this RFP will be per that indication. The award notice of this proposal shall not constitute a formal agreement between the parties.

## Required Documents for the Submission of the Proposal, and Submission Format

### Instructions:

Proposals are to be **no longer than 40 pages** in length, one-sided, and on 8 x 11 size paper. **Attachments and Resumes do not count for the 40-page limit.** Proposal font size shall not be any less than 12 points, with 1-inch margins, except for tables and charts, but such text must be clearly legible. Proponents may use 11 x 17 size paper for graphical elements such as organizational charts and timelines which will count as one page for the 40-page restriction. Proponents are encouraged to submit only relevant and necessary information. Also, Proponents may include a Table of Contents that will be exempt from the page limit.

Proposals must be submitted in accordance with the schedule described in this RFP, and the order described in this section. Proponents have the responsibility to ensure the entirety of their proposal is submitted before the deadline. The PRDA will not accept any proposal, responses, or additional documents, pages, or attachments to the RFP submitted after the prescribed deadline unless there are extenuating circumstances, justifiable cause, and/or if deemed in the best interests of Puerto Rico, as determined by the PRDA in its sole discretion, always considering the right to fair competition and the avoidance of prejudice to other proponents.

**The proposal must be compiled in digital PDF format and sent by email to [recuperacion@agricultura.pr.gov](mailto:recuperacion@agricultura.pr.gov), no later than **March 6, 2026 no later than 4:00 pm AST.****

**All Proponents are required to submit (2) physical copies of their proposal, and deliver them to the following address, **March 6, 2026 no later than 4:00 pm AST.****

The PRDA intends that Proposals for this RFP will be submitted in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered non-responsive at the sole discretion of the PRDA. Sections should be tabbed to identify the location of the required information

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

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

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- The cover letter should be addressed to **Andrés F. Rosado, Agro, Deputy Secretary.**
- Identification of the firm or entity, including name, address, and telephone number. Name, title, address, and telephone number of contact person during period of proposal evaluation. A statement to the effect that the qualifications presented, including key personnel/staff will be available on the project.
- Signature of a person authorized to bind the Firm to the presented qualifications.
- This letter should be signed by an official with the legal authority to bind the Proposal; if a corporation, a corporate resolution must be included as an attachment authorizing the official who signs the Proposal. **The Corporate Resolution does not count toward the Proposal page limit.** The letter shall include a statement that the Proposal and all terms and pricing presented therein are to be valid for a minimum of one hundred and twenty (120) days.
- The PRDA prefers that firms submit individual responses, not joint proposals or rely on subcontractors to provide the required services. However, if the Proponent would only be able to fully respond to the RFP by partnering with other firms or utilizing subcontractors, please submit a joint response, including a detailed explanation of why your firm, or group of firms, would not be able to fulfill the requirements of the RFP through a sole response.

## 2. Statement of the Proponent (Refer to Appendix B

- Include Statement of the Proponent with all the required information.

## 3. Scope of Services

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

## 4. Financial Capacity Documentation

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

## 5. Cost Proposal

- Include the Cost Proposal, using the Template included in the **Appendix C** of the RFP.

## 6. Evidence of Insurance Requirements:

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- Proponent shall submit evidence of insurance that meets or exceeds the requirements of the RFP, or a signed certified statement from an official legally authorized to bind the Proponent that commits the Proponent to deliver evidence of the required insurance as stated in this RFP.
- **Proponents evidence of insurance is exempt from the Proposal 's page limit.**

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

- SAM registration certification with an Active UEI Number, as well as annual renewal of the SAM is a contract and federal requirement.
- **Proponents evidence of SAM registration is exempt from the Proposal's page limit.**

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

- Appendix A, Scope of Work
- Appendix B, Statement of the Proponent
- Appendix C, Cost of Proposal Template
- Appendix D, Certification Regarding Lobbying
- Appendix E, Conflict of Interest
- Appendix F, Non-Collusion Affidavit
- Appendix G, Eligibility Affidavit
- Appendix H, Proposal Signature Page
- Appendix I, Invoicing Template
- Appendix J, Evaluation Committee Score Card (Do not fill out-this is how your proposal will be scored)
- Appendix K, Federal Provisions (Do not fill out)
- Appendix L, Questions Form

## Terms and Conditions

### Term of the Contract

This Contract shall be in effect from its signing by all Parties and shall not exceed the FEMA Public Assistance ("FEMA PA") period of performance. FEMA financial assistance, specifically FEMA PA, will fund this project, and the Selected Proponent will be required to comply with all project specifications, applicable federal and state laws, regulations, executive orders, and FEMA policies, procedures, and directives.

The Proponent will comply with all applicable laws, regulations, and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico.

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## PRDA Responsibilities

The PRDA will provide for this RFP:

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

## Certification of Registration in SAM.gov

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

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

## Proponent's Expenses

Proponents are solely responsible for their expenses in preparing a Proposal and for subsequent negotiations with the PRDA, if any. The PRDA will not be liable to any Proponent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

## Invoicing

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

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

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

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

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## Payment

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

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

## Documentation and Records

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

## Number of Awards

At the sole discretion of the PRDA and based upon the breadth and experience of Proponents to this RFP, or other factors considered in the best interests of Puerto Rico, the PRDA may award contracts to more than one Proponent.

In such case, Proponents acknowledge and accept that the reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to the PRDA is not reached, notwithstanding the Proponents' submission of Best and Final Offers ("BAFOs").

## Contract Award

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

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

## General Disclosures

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

By responding to this **RFP**, proponents acknowledge and consent to the following conditions relative to the procurement process. The PRDA is not bound to accept any proposals if proponents do not meet the PRDA's requirements. Without limitation and in addition to other rights reserved by the PRDA under this **RFP**, the PRDA reserve and hold, at their sole discretion, the following rights and options:

- To accept or reject any and all submittals, in whole or in part.
- To discuss, with any or all proponents, different or additional terms to those included in this **RFP** or received in any response.
- To cancel this **RFP** in whole or in part, at any time, with or without substitution of another **RFP** if such cancellation is determined to be in the best interest of the PRDA.
- To supplement, amend, or otherwise modify this **RFP** prior to the date of submission of the proposals.
- To receive written questions concerning this **RFP** from proponents and to provide such questions, and the PRDA responses, to all proponents that received a copy of this **RFP** or require additional information from one or more respondents to supplement or clarify the proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each respondent.
- To visit and contact the proponent's client in any of the projects or engagements referenced in the proposals to obtain direct information regarding proponent's performance in such engagements.
- To waive any defect or technicality in any proposals received.
- To eliminate any proponents that submit a nonconforming, non-responsive, incomplete, inadequate or conditional proposal.
- To investigate the technical and financial qualifications of proponents using sources in addition to what was included in the proposals.

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All costs and expenses incurred by the proponents in the preparation and delivery of a proposal will be the sole responsibility of the proponents. The PRDA will not be liable for any amounts to any proponent in any manner, under any circumstances, including without limitation, as a result of a cancellation of the **RFP** process. The proponents cannot make any claims whatsoever for reimbursement from the PRDA for the costs and expenses associated with the process.

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

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

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

### **Accuracy of this RFP and Related Documents**

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

### **Confidential or Proprietary Information**

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

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

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## Reserved Rights

The PRDA may investigate the qualifications and Proposal of any Proponent under consideration, may require confirmation of information furnished by a Proponent, and may require additional evidence of qualifications.

The PRDA reserves the right, in its sole discretion, to:

- a. Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proponents at any time.
- b. Modify any dates set or projected in this RFP and extend any deadlines.
- c. Issue Addenda, supplements, and modifications to this **RFP** in whole or in part.
- d. Cancel, modify, or withdraw the **RFP** in whole or in part at any time prior to the execution by the PRDA of a Contract, without incurring any cost obligations or liabilities.
- e. Terminate this procurement and commence a new procurement for part or all of the Project or pursue other developments or solicitations relating to the Project, or exercise such other rights under Applicable Law, as the PRDA deems appropriate.
- f. Terminate review of Proposals received at any time.
- g. Elect not to commence or continue negotiations with any responding Proponent.
- h. Modify the procurement process.
- i. Waive or permit any Proponents' submittal of corrections, addenda, and supplements to data previously provided in response to this RFP.
- j. Require confirmation of information furnished by a Proponent, require additional information from a Proponent concerning its Proposal, and require additional evidence of technical capability.
- k. Seek and obtain information or data, from any source, that may assist the PRDA in reviewing the Proposals and investigate the qualifications and Proposal of any Proponent.
- l. Investigate perceived conflicts of interest of any firm by submitting proposals in response to this **RFP**. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal.
- m. Appoint committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal review and selection.
- n. Waive deficiencies, informalities, and irregularities in Proposals, accept and review a non-conforming Proposal, or seek clarifications or modifications to a Proposal.
- o. Disqualify any Proponent that violates the terms of the **RFP**; and,
- p. Exercise any other right reserved or afforded to the PRDA under this **RFP** or Applicable Law.

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## Contract Agreement Term

The initial term of the contract awarded under this RFP shall be from the execution date through to be determined. The PRDA reserves the right to terminate the contract for any reason and at any time upon 30 days' written notice.

## Questions and Answers

Proponents may submit written questions regarding this RFP in accordance with the instructions below. All questions must be submitted using the required format and within the timeframe established in this RFP.

## Submission of Questions

All questions must be sent via email to [jacruz@agricultura.pr.gov](mailto:jacruz@agricultura.pr.gov) and [arosado2@agricultura.pr.gov](mailto:arosado2@agricultura.pr.gov) and must reference the following:

1. **Email Subject Line:** Include the following information:  
RFP 02242026-01 - [Proponent Name] - Questions for the PRDA.
2. **Required Attachment:** The Question Form included in Appendix L of this RFP must be completed and attached to the email.

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## Scope of Services

In alignment with procurement best practices, the Scope of Services included as **Appendix A** of this RFP, has been carefully and comprehensively prepared to fully define the purpose, intent, and technical requirements of the project. **Accordingly, the Proposer shall present a proposal that incorporates all necessary studies, services, tasks, sub-tasks, materials, and deliverables required for the complete and successful execution of the project.** It is the sole responsibility of the Proposer to conduct an exhaustive evaluation of this Scope of Services and, based on its proven expertise and professional judgment, ensure that its proposal includes every element necessary to fulfill the project objectives.

The design scope will be executed in concurrence for all the Damages. As part of the development, the A/E firm must take into consideration:

- All works include mitigation measures and code compliance measures as recommended by FEMA in the respective scope of work for each Damage (DI).
- This RFP has the objective of developing the activities approved by FEMA in Public Assistance (PA). The A/E firm will be working on the respective scope of work, as stated by FEMA.

## General Project Description

The Project considers the Architectural and Engineering (A/E) design services of 3 locations owned by PRDA, with the following Damages and Impacts inventories (DI's):

### 1. FEMA DR-4671-PR

**Project Title:** Fishing Villages - Cabo Rojo

**Project Number:** 735533

**DI Number:** 1260601- Fishing Village - Asoc. Pescadores Unidos

**Location:** Fishing Village - Asoc Pescadores Unidos, PR-101 Boquerón, Cabo Rojo, Puerto Rico, 00623 (Coordinates: 18.02398 , -67.17247).

As part of the approved scope of work under the FEMA Public Assistance (PA) Program for Permanent Work, eligible activities include the selective demolition 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.

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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.

## 2. FEMA DR-4671-PR

**Project Title:** Fishing Villages - Cabo Rojo

**Project Number:** 735533

**DI Number:** Fishing Village - Villa Pesquera Puerto Real - Ramp and Pier

**Location:** Carr 308 Km 4.4 Int Calle El Fanguito Bo. Puerto Real, Cabo Rojo, Puerto Rico (Coordinates: 18.076583, -67.190034).

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.

Given the technical complexity of marine concrete rehabilitation, corrosion mitigation, coastal structural exposure, and integration of electrical and civil systems, the 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.

## 3. FEMA DR-4671-PR

**Project Title:** Fishing Villages - Asoc Pescadores La Parguera - Asoc Pescadores Nuestra Sra del Carmen

**Project Number:** 734323

**DI Number:** 1260645-Fishing Village - Asoc Pescadores La Parguera - Ramp and Pier

**Location:** Carr PR 324 Final, La Parguera, Lajas, Puerto Rico 00667 (Coordinates: 17.97250, -67.04726).

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.

Approved FEMA activities include:

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- 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.
- Remove and replace 40 each Reinforced concrete posts, PVC pipe, 10 IN Diameter, 10 FT High.
- Remove and replace, 26 Rubber pier bumpers.
- Remove and replace, 1 each Gate, Metal, Tubular, 8 FT wide x 6 FT high.
- Remove and replace, 1 each Door, Wooden, Semi-solid, 33 IN wide x 84 IN high.
- Remove and replace, 1 each Window, fishing cleaning room, 36 IN wide x 24 IN high.
- Remove and replace, 120 SF of Roof, Metal, Corrugated, fish cleaning room, 12 FT long x 10 FT wide.

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 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.

## Cost Proposal

The proposal must be submitted exclusively in the Table Format provided in **Appendix C** of this **RFP**. Pricing information must be consistent with market prices and submitted in a clear and concise excel format.

Proponents must submit a Cost proposal based on the tasks included in the **Appendix A**, Scope of Services. **All Projects will be carried out concurrently under a phased implementation approach, with the Proponent responsible for completing each Task specified in this Scope of Services.**

The requested services under the tasks and sutaks included in the Appendix A, Scope of Services, must be included in the cost proposal. All deliverables must be submitted at 30%, 60%, 90%, and 100% milestones unless otherwise specified. The 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 in the Scope of Services.

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

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

**Note:** This is a **substantial requirement** , and failure to include the Cost Proposal or any alteration of the required format **shall be cause for disqualification** .

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## Financial Capacity

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

- **Year-end (fiscal or calendar)** audited, reviewed, or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant (CPA) and prepared in accordance from at least year 2023, and any and prepared in accordance with the US Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements. **The PRDA reserves the right, at its discretion, to accept unaudited financial statements and/or to require additional information as may be necessary to evaluate the financial stability of the proposer .**
- **Year-to-Date Information:** The Proponent must provide the most recent interim (year-to-date) financial statements for a period ending no later than ninety **(90) days** before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- **Line of Credit or Cash Availability:** Third-party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or a financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proponent. The certification and/or confirmation shall be provided on the bank or financial institution's letterhead, including its address, email, and phone number, the amount required of the unencumbered line of credit, plus available cash balances.
- If the Proponent plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement dully signed by an authorized officer of the Proponent, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP.

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

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

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## Evaluation Criteria and Requirements

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

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

The proponent must also be well versed in Federal compliance, provide proven knowledge on how to address Mitigation Considerations, with a proven performance record.

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

### **Executive Summary (Refer to Appendix B, Statement of the Proponent)**

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

### **Experience and strategy in providing the services (up to 25 points); Refer to Appendix B, Statement of the Proponent**

- 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. **(up to 5 points)**
- Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. **(up to 4 points)**
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. **(up to 8 points)**
- Detail your firm's understanding of the challenges and barriers for a funded project with Damage to Fishing Villages, Damage to Culverts, and other Mitigation Considerations stated in this RFP, and the approach to overcoming these barriers. **(up to 5 points)**

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- Identify potential risk factors and methods for dealing with **these factors. (up to 3 points)**
- Note: The PRDA will consider only architectural and engineering firms with established and verifiable experience, demonstrated through the successful completion of at least two (2) projects involving comparable architectural and engineering (A/E) scope and complexity.

**Team qualifications (up to 35 points); Refer to Appendix B, Statement of the Proponent**

- The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of **relevant experience demonstrating the Proponent's capacity to address mitigation considerations aligned with the Project scope, including the provision of A/E services focused on designing and implementing measures to prevent future erosion and reduce impacts from heavy rains, flooding, coastal barriers and stormwater runoff in roads and similar structures.. (up to 25 points)**
- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope work for this project based on the Scope of Work in the Appendix A of this RFP. **(Up to 10 points)**

**Proponent references (up to 10 points); Refer to Appendix B, Statement of the Proponent**

- A minimum of three (3) references from the Proponent (as **Prime Contractor**) to which similar services have been provided within the past five years of a **comparable sized institution or company**, offering for each a summary of the work performed and how it relates to the scope of work under this RFP. Each reference should include a point of contact name, their title, name of the organization they represent, and their phone and e-mail information so that they may be contacted by the PRDA. **(up to 10 points)**

**Cost Proposal (25 points)**

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

**Inclusion of Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses; Refer to Appendix B, Statement of the Proponent (Up to 5 points)**

- The PRDA 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.

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Evaluation Criteria: Summary of Points	
Description	Points
Mandatory Requirements	Pass/Fail
Experience and strategy in providing the services	25
Team qualifications	35
Proponent references	10
Cost Proposal and Cost Proposal Breakdown	25
Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses	5
TOTAL:	100

## Final Evaluation

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

The RFP may not be awarded to the Proponent who submitted the lowest price if, in the judgment of the Evaluation Committee or the PRDA, another Proposal offers a better value for the Government of Puerto Rico.

## Negotiations

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

If PRDA enters negotiations with the highest ranked proposer and the parties are unable to reach an agreement, the PRDA may terminate negotiations and initiate negotiations with the next highest ranked proposer. This process may continue in succession until a

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contract is successfully negotiated with a qualified proposer, or the PRDA may elect to conduct a new solicitation if deemed in the best interests of PRDA.

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# Blackout Period and Prohibited Communications

## Definition of Blackout Period

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

This solicitation designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator. The blackout period begins on the date that the PRDA first issued the publication of this RFP and will end when the 20 days of request for judicial review have passed.

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

## Other Prohibited Communications

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

## Required Certifications

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

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

- Certificate of Good Standing
- Certificate of Incorporation (Puerto Rico Department of State)
- Original certifications evidencing that the proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification, issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda').
- Income Tax Filing Certificate from the last five (5) years issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda'), or a certification from the Contractors, vendors, and suppliers confirming no obligation to file or pay taxes in PR during the past five (5) years.
- No Tax Debt Certificate or evidence of an active and compliant payment plan issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda').
- Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda').
- Personal Property Tax Certification, certifying no dept, or compliant payment plan for real and personal property taxes issued by the Puerto Rico Municipal Revenue Collection Center (i.e., 'CRIM').
- Merchant's Registration Certificate (Form SC 2918)
- Sales and use Tax Filing Certificate (Form SC 2942), reflecting filing compliance for the last sixty (60) tax periods.
- Certification of Compliance issued by the Child Support Administration ("**ASUME**", for its Spanish acronym). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.
  
- Sworn statement, signed by the president or chief executive authorized to represent the proponent, indicating that the proponent, its subsidiaries, affiliates and/or parent companies, and their respective shareholders, directors, partners, officers, executives, or principals have neither been convicted nor has probable cause for their arrest been found against any of them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of the Commonwealth of Puerto Rico, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
  
- Certification of Employer Registration and of Debt in Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability

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Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.

- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in the Commonwealth of Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in the Commonwealth of Puerto Rico.
- Insurance Requirements: the PRDA's Contractors are required to submit, unless otherwise established in an agreement, valid insurance documents prior to the contract start date. The minimum requirements include:
  - Comprehensive General Liability Insurance:
    - \$1,000,000 per occurrence
    - \$2,000,000 aggregate
  - Automobile Liability Insurance:
    - Including hired and non-owned vehicles
    - \$2,000,000 per accident
  - Additional Insured Requirements: All applicable policies will name the following as Additional Insureds:
    - Puerto Rico Department of Agriculture
  - Policy Terms
    - Minimum of 30 days prior written notice to the PRDA in case of cancellation or changes.
  - Certificate of Insurance
    - Will be submitted upon request and renewed accordingly during the contract term.
  - No Debt Certification and copy of current policy issued by the Puerto Rico State Insurance Fund, pursuant to Act No. 45-1935, as amended, and incidental regulations.
  - Other Applicable Insurance
    - Any coverage specific to the work scope, including special vehicle and driver permits or insurance (e.g., Chauffeur's insurance).

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

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

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

### **Compliance with Puerto Rico 's Government Ethics Act**

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

Furthermore, the **Selected Proponent** shall:

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

## **Non-Discrimination Clause**

(1) 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

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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.

(2) 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.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the applicable rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

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(8) The contractor will include the nondiscrimination provisions in every subcontract or purchase order unless exempted, and will take action to enforce such provisions, including sanctions for noncompliance.

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

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

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

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

## Conflict of Interest

By submitting a proposal, the Proponent certifies that:

- a) No person, whether natural or corporate, other than the Proponent, has or will have any interest or share in this Proposal or the proposed Agreement.
- b) There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project.
- c) The Proponent has no knowledge of the contents of other Proposals and has made no comparison with any other party in connection with making the Proposal.
- d) The Proponent shall notify the PRDA of [INSERT NAME] ("PRDA") as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at **2 C.F.R. Part 215** and **24 C.F.R. § 85.36 (2013)** (or **84.42 (2013)** , if applicable)).
- e) The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that the PRDA is able to assess such actual or potential conflict.
- f) Proponents must provide a list of any other current or prior consulting contracts that the firm has/had with the PRDA or any other Government Entity in Puerto Rico or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.
- g) In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews, or investigations being conducted by any U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations.

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Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded.

- h) The PRDA may, in the future, request a list of direct or indirect relationships the Proponent or its professionals have with members of the Company, Board Members, or executives of other public corporations of Puerto Rico.
- i) All work experience related to the Government of Puerto Rico must be described in detail, including: time, resources managed, agencies/entities served, and responsibilities and deliverables.
- j) Any Proponent awarded a contract under this RFP to provide A&E Services will be **prohibited from bidding** on or participating directly or indirectly in any future construction contracts for the **same projects** for which they performed design, planning, or related professional services.
- k) These restrictions extend to any parent company, subsidiary, affiliate, subcontractor, or joint venture partner of the selected Proponent to ensure no indirect advantage is gained from prior A&E work.
- l) The PRDA reserves the right to reject a proposal outright or impose additional conditions if real or apparent conflicts of interest exist. Proponents must accept any reasonable conflict mitigation strategy employed by the PRDA, including the use of an independent subcontractor to perform conflicted work.
- m) The PRDA reserves the right to cancel any awarded contract with 30 days' notice if an actual or apparent conflict of interest arises and is not resolved to PRDA's satisfaction.
- n) Proponents agree to avoid even the appearance of a conflict of interest. The appearance alone may constitute grounds for rejection.

## Changes or Withdrawal of The Proposal

### Changes to Proposal Wording

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

### Modification or Withdrawal of Proposal

A proposal that has been submitted to the PRDA may be withdrawn or altered by letter with the signature and name of the person authorized to submit if it is received before the time and date of opening. The withdrawal must be submitted in writing to A&E Services.

## Proponent's Errors and Omissions

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The PRDA reserves the right to reject a submission that contains an error or omission. The PRDA also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening clarifications for all Proponents. Proponents will be provided a reasonable period in which to submit written responses to the PRDA's requests for clarification or additional information. Proponents shall respond by the deadline stated in the correspondence.

## Federal General Provisions

Refer to **Appendix K** of this RFP, for the Required Federal Contract Provisions.

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## Reconsiderations and Reviews

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

Any Proposer adversely affected by a determination, decision, final agreement, or award issued by the PRDA, may, within a term of 30 business days from the date Proposer received the notification of the determination, decision, final agreement, or award, submit a Request for Reconsideration directed to the Bid Board of the PRDA.

The Request for Reconsideration must contain the following information:

1. A sufficiently detailed summary of the relevant facts and the applicable law that Proposer requests to be reconsidered. The facts and the applicable law must be related to the pertinent findings of facts and/or material conclusions of the PRDA's determination, decision, final agreement, or final award to which Proposer is seeking reconsideration.
2. The specific reasons and arguments upon which Proposer bases his/her request for the reconsideration of the PRDA's determination, decision, final agreement, or final award, including any supporting document that serves to demonstrate the validity and truthfulness of Proposer's allegations.
3. A clear statement of the specific remedy or action sought.
4. Certification stating that Proposer has delivered a copy of Proposer's Request for Reconsideration to each and all bidders or proposers.
5. The signature of the Proposer or its authorized representative requesting reconsideration.

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

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

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

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

### Judicial Review

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

If a Request for Reconsideration is submitted by any of the bidders or Proposers adversely affected by the PRDA's determination, decision, final agreement, or award, and the same was denied outright, or DUDP failed to take any action on it, the term to request judicial review will be considered as never being interrupted. Therefore, the jurisdictional term of ten (10) days to file a judicial review before the Court of Appeals will begin to count from the date the PRDA sent the notification of its determination, decision, final agreement, or award.

When a Request for Reconsideration is filed by any of the Proposers adversely affected by PRDA's determination, decision, final agreement or award, and PRDA makes a determination for its consideration, the jurisdictional term of 30 days to file a judicial review before the Court of Appeals will begin to count from the date PRDA sends its notification of its final determination, decision, final agreement or award regarding the definite resolution of the Request for Reconsideration.

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

**END OF RFP**

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