



OFFICE OF MANAGEMENT AND BUDGET

OMB

GOBIERNO DE PUERTO RICO

Architectural and Engineering (A/E) Professional Services for the Telecommunications Hardening, Resiliency, and Redundancy Program

Request for Proposals
(“**RFP**”)

RFP Publication Date: April 24, 2026

Deadline for Submissions: May 29, 2026

RFP Number: PRBP-2026-CDBG-MIT-01

www.smartisland.pr.gov



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Request for Proposals

The Puerto Rico Broadband Program (“**PRPB**”) of the Puerto Rico Office of Management and Budget (“**OMB**”), issues this Request for Proposals (“**RFP**”) to obtain proposals from qualified firms that can provide PRPB and/or the Government of Puerto Rico (“Government of Puerto Rico”; together with OMB, the “Government Parties”) the Engineering & Planning Level Services defined in Section 3.0 Statement of Work of this RFP. This RFP seeks responses from Proposers capable of providing and completing the related tasks required hereunder while developing a productive relationship with PRPB and other relevant stakeholders.

All costs and expenses incurred by Proposers in the preparation and submission of a proposal shall be the sole responsibility of the Proposers. The PRBP reserves the right to award contract(s) to more than one qualified firm, to accept or reject any or all proposals received for this RFP, to negotiate with any eligible Proposer(s), or to modify or cancel this RFP in part or its entirety. See **Section 9.0** of this RFP for further disclaimers and reservations of rights by the PRBP.

Proposers selected under this RFP (“**Selected Proposer**”) will be required to be free of any real, actual, or perceived conflict of interest as defined herein and/or under the applicable laws and regulations of the Government of Puerto Rico and/or those issued by the United States Federal Government, its agencies, instrumentalities and/or component units (“US Government”), to the extent applicable. By submitting a proposal, each Proposer certifies that it fully understands, acknowledges, and accepts all the terms and conditions of this RFP and any amendments thereto without any restriction whatsoever.

All Proposers must comply with the procurement requirements set forth by the Government of Puerto Rico, including, but not limited to, those levied by the Puerto Rico General Services Administration (“**ASG**”, for its Spanish acronym), the Puerto Rico Department of Housing (“**PRDOH**”) and the U.S. Department of Housing and Urban Development (“**HUD**”) as further specified in this RFP.

To acquire these services, the OMB shall comply with procurement processes in compliance with the federal procurement rules and regulations found in 2 CFR §200.317 through §200.327; for this reason, the Proposer shall be required to review, sign, and submit the totality of this package as described in this RFP.

RFP Due Date: [INSERT DUE DATE], at 2:00p.m. Atlantic Standard Time (**AST**)

* Proposers shall submit one (1) electronic copy of their proposal through the Smart Island platform at www.smartisland.pr.gov. To submit a proposal, Proposers must access the RFP posting page, register or log into their account, locate the corresponding procurement process, and upload all required proposal documents prior to the submission deadline.

1. Introduction

1.1 Puerto Rico Office of Management and Budget

OMB is an instrumentality of the Government of Puerto Rico, adjunct to the Governor of Puerto Rico's Office ("**Governor**"), created under Act No. 147-1980, as amended ("Enabling Act"). OMB was created to advise the Government of Puerto Rico on budgetary, programmatic, and administrative management matters, as well as fiscal matters related to its ministerial duties, among other things.

According to the Enabling Act, OMB has several powers, such as those related to the Government of Puerto Rico's budget formulation; those related to said budget's administration, execution, and controls; those related to the evaluation of the managerial and programmatic analysis; those related to operational, organizational, or administrative audits; along with incidental matters. Furthermore, article 2(b) of the Enabling Act empowers OMB's Executive Director to contract for professional, technical, consulting, auditing, and other services deemed necessary to execute OMB's ministerial duties.

On July 11, 2022, the Governor issued Executive Order No. OE-2022-040 ("**Broadband Executive Order**"), establishing the Puerto Rico Broadband Program ("**PRBP**"). PRBP was created in response to Puerto Rico's need for resilient, equitably distributed broadband infrastructure and the social support required to access it knowledgeably and safely. Under the executive order, the Governor appointed OMB as the overseeing agency of PRBP. OMB provides administrative and operational resources to support and enhance PRBP initiatives, which involve coordinating the disbursement of local and federal funds allocated to Puerto Rico for the construction of broadband infrastructure on the island.

The Broadband Executive Order instructed OMB to create a Strategic Plan for PRBP ("**Strategic Plan**"), to ensure that these funds are used within the terms established to do so, ensure the prompt construction of the broadband infrastructure necessary to close the digital gap in Puerto Rico, and establish necessary controls to ensure the funds are used pursuant to applicable regulations. On August 12, 2023, the Strategic Plan was issued, titled Five Year Plan of Action.

Currently in Puerto Rico, the digital divide persists. Certain areas have limited or no access to high-speed internet connectivity. PRBP is working to bridge the digital divide and ensure widespread availability of broadband services for all. The overall objective of PRBP is to foster digital equity, ensuring that all citizens have equal access to the internet and can benefit from digital resources. This objective will be met through the deployment of broadband infrastructure projects and digital equity programs over the next five years. The program's projects emphasize the importance of not just enhancing connectivity but

also providing skill-building opportunities to every citizen for the effective use of digital resources.

PRBP has defined four pillars that align with this objective:

- **Connectivity** – Connectivity for all residential, commercial, and governmental structures in Puerto Rico, so that every resident on the island has access to high-speed internet through the proper infrastructure.
- **Quality** – Quality and speed in connectivity reaching citizens' homes, businesses, or offices, ensuring a recurring minimum capacity of 100 Mbps/20 Mbps.
- **Accessibility** – Accessibility for citizens to obtain high-speed internet reliably and at an affordable price.
- **Knowledge** – Basic knowledge so that every citizen can use the necessary technological equipment to connect to high-speed internet, whether for connecting with the government, school, healthcare providers, and/or work.

1.2 Community Development Block Grant – Mitigation Program

In September 2017, hurricanes Irma and María devastated Puerto Rico's mainland and its two (2) island municipalities. This resulted in the most substantial and logistically complex disaster response and recovery effort in recent U.S. history. Recognizing the severity of the devastation caused by both events, the U.S. Congress appropriated federal recovery funding through the U.S. Department of Housing and Urban Development's ("**HUD**") Community Development Block Grant – Disaster Recovery ("**CDBG-DR**").

Afterwards, on January 27, 2020, HUD announced the allocation of ~\$8,285 million in hazard mitigation funds to the Government of Puerto Rico under the Community Development Block Grant - Mitigation Program ("**CDBG-MIT**"); (Pursuant to the requirements of the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018 (Pub. L. 115-123). These funds are intended to provide financial assistance in areas impacted by recent disasters and represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses based on Puerto Rico's risk analysis. Afterward, the Puerto Rico Department of Housing ("**PRDOH**") was designated by the Government of Puerto Rico as the agency responsible for administering CDBG-MIT funds, among other recovery funding.

Subsequently, on April 19, 2021, HUD approved the CDBG-MIT Action Plan (hereinafter, the "Action Plan"), which included a comprehensive risk and risk-based needs analysis. The Action Plan includes setting aside ~\$1,000 million for Hazard Mitigation Grant Program ("**HMGP**") match to provide the required twenty-five percent (25%) non-federal match funding for Federal Emergency Management Agency ("**FEMA**") HMGP projects through

a Global Match Program. The HMGP operates under the direction of the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency (“**COR3**”), and the State Hazard Mitigation Officer (“**SHMO**”) is responsible for its implementation. COR3 is a subsidiary of the Puerto Rico Public-Private Partnerships Authority (“**AAPP**”; for its Spanish acronym), a public corporation of the Government of Puerto Rico created pursuant to Act No. 29-2009, as amended. The Action Plan states that one measure (e.g., Emergency Services Modernization) is part of its recovery strategies and is meant to enhance public safety and first responders’ ability to deliver reliable, modern, and integrated emergency services. Among its expected capital investments, the Recovery Plan also includes Communications and Information Technology, intended to modernize the telecommunications system to ensure fast, reliable, and resilient residential, commercial, and emergency communications that drive Puerto Rico’s economy, prosperity, and well-being.

PRDOH has allocated to the OMB as a Subrecipient the total amount of \$70 million of the funds allocated under the CDBG-MIT Program. As Subrecipient of said funds, OMB shall administer and use such funds to provide services pursuant to the terms set forth in the Subrecipient Agreement (“**SRA**”).

Projects funded by FEMA HMGP must comply with HMGP resilience standards and meet the mitigation standards of this Program according to the project evaluation criteria. This cost-share commitment will ease the local burden associated with implementing projects that seek to reduce or eliminate long-term risk to individuals and property posed by future disasters. This set-aside aligns with HUD and PRDOH’s objective of maximizing the impact of available funds by leveraging and coordinating with other Federal programs. For HMGP match projects, mitigation merit shall be determined by the Benefit-Cost Analysis (“**BCA**”) results of each project selected for match funding.

COR3 HMGP and Global Match Strategy HMGP projects are tracked for compliance with FEMA HMGP requirements and HUD CDBG-MIT requirements for HUD-funded projects through a partnership between PRDOH and COR3. The partnership involves sharing project data access to maintain controls, avoid duplication of efforts, and track/manage each project’s progress.

1.3 The Puerto Rico Public Safety Telecommunication Hardening, Resiliency, and Redundancy Program

The Puerto Rico Public Safety Telecommunication Hardening, Resiliency, and Redundancy Program (the “**Telecommunication Redundancy Program**,” or the “**PRTRP**”) is an initiative of the PRBP that aims to assess the current telecommunications infrastructure of all Public Safety Anchor Locations, Fire Stations, Police Stations, Emergency Management Facilities, and emergency management locations in Puerto Rico.

The Telecommunications Redundancy Program will identify vulnerabilities and implement modifications to create redundancies and harden existing infrastructure, and will involve light construction, replacement of current infrastructure, and hardening of existing telecom infrastructure. Intercommunication between these facilities is critical, and multiple communication methods, including wired, wireless, and satellite services, will be used to ensure continuity of operations during emergencies. The PRTRP's objectives include improving Puerto Rico's emergency response capabilities by enhancing the resilience and redundancy of its telecommunications infrastructure. These objectives involve identifying vulnerable areas and implementing modifications or repairs to minimize the impact of natural disasters or other emergencies. The Telecommunications Redundancy Program aims to ensure that essential emergency communication systems remain operational during and after disasters.

1.4 The PRTRP-Locations

The subsequent image and chart included as an attachment to this RFP provide a mapping of the **FOUR HUNDRED AND FIFTY-THREE (343)** locations that will be directly addressed with the Telecommunications Redundancy Program (collectively, the "**PRTRP-Locations**"):

- CSI (23)
- Emergency Management Facility (85)
- Fire Station (96)
- Police Communication Site (24)
- Police Station (106)
- PR Gov Critical Communications Site (9)





2. Description of the Procurement Process

2.1 Purpose of the RFP

This RFP invites proposals from qualified firms for Engineering Services, as detailed in **Section 3.0** (Statement of Work). We are seeking Proposers capable of evaluating telecommunication infrastructure power and cooling needs, battery backup power systems with solar panels and intelligent transfer switches/charge controllers, and inventorying radios and interoperability equipment on selected sites, all in accordance with engineering codes. Further related tasks will be explained within the RFP.

This program will be funded as defined in **Section 1.2** Available Funding of this RFP. In general, the contract that could be awarded under this RFP (the "Contract") will set forth the terms and conditions governing the Phase 1 planning-level initial assessment services, the corresponding consideration (which will be subject to a maximum payment curve), the Further Contract Conditions and the General Federal Funds Requirements, (as defined in **Section 9.0**), among other things relevant to the objectives of this RFP.

At a minimum, the Selected Proposer shall:

- Work with the PRBP and any other personnel on all matters that may arise concerning the engagement as per the terms of this RFP and the contract that could be awarded pursuant to this RFP ("Agreement").
- Assume sole responsibility for the complete effort required to provide the Engineering Services, as defined in this RFP.
- 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 PRBP.
- Comply with applicable federal, state, Government of Puerto Rico, and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico and/or the U.S. Government.

2.2 The Contracting Executive Order

On April 27, 2021, the Governor issued Executive Order No. OE-2021-029 ("Contracting Executive Order"), which requires Puerto Rico's public agencies, instrumentalities, public corporations, and component units, to perform an open, competitive, and public contracting process for contracts with a value above **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000), including any amendments thereto, during the same fiscal year. This requirement applies to contracts funded completely or partially funded with federal funds if this requirement is not inconsistent with applicable federal regulations.



Thereafter, on June 7, 2021, the OMB issued Circular Letter No. 013-2021, establishing uniform guidelines to comply with the Contracting Executive Order.

2.3 Schedule of Key Dates

A summary of the major activities associated with the RFP process is presented below. Please note that dates are subject to change from the schedule below. In such a case, Proposers shall be notified by email of record, subject to PRBP disclaimers and reservation of rights indicated in **Section 9.0** of this RFP.

RFP Schedule		
Event	Date	Time (AST)
Documents Availability Start Date	April 24, 2026	2:00PM
RFP Published on www.smartisland.pr.gov	April 24, 2026	2:00PM
Deadline to Submit Questions via email at faq@smartisland.pr.gov	May 08, 2026	2:00 PM
Responses to Questions Posted on www.smartisland.pr.gov	May 15, 2026	2:00 PM
Deadline to Submit Proposals via www.smartisland.pr.gov *	May 29, 2026	2:00 PM

The RFP documents are available for download through the Smart Island platform at www.smartisland.pr.gov. All interested Proposers must access the platform, locate the corresponding procurement process, and download the RFP package and any related documents directly from the system.

The RFP documents will be made available on the date and time identified as the “Documents Availability Start Date” in the RFP Schedule **Section 2.3**.

It is the responsibility of each Proposer to periodically review the Smart Island platform for any updates, addenda, or additional information related to this RFP. OMB shall not be responsible for any failure by the Proposer to obtain all relevant information made available through the platform.

2.4 RFP Questions and Answers

The PRBP is committed to a fair, open process for interested parties to receive information about the competitive solicitation process. Official responses to all questions and



communications concerning this procurement process must be directed in writing to the PRBP, via electronic form using the following email address and subject line:

FAQ@smartisland.pr.gov

Subject Line: RFP Architectural and Engineering (A/E) Professional Services

The PRBP will not respond to verbal inquiries or emails sent to addresses not specified in this RFP. Questions must be submitted by the deadline specified in **Section 2.3**. Answers will be provided within five (5) business days of the submission deadline. The PRBP reserves the right to extend this deadline based on the volume and timing of questions. For each question, the PRBP will determine whether a response is appropriate or necessary, subject to the disclaimers and reservation of rights included in **Section 9.0** of this RFP. Answers will be posted on www.smartisland.pr.gov. All information posted is deemed incorporated into this RFP.

Communications by prospective Proposers with officials and/or representatives of PRBP, OMB, other government entities, the Government of Puerto Rico and any of its instrumentalities, or any other parties associated with PRBP regarding the contents of this RFP or its qualification and selection process, are prohibited during the submission and selection processes. Failure to comply with this requirement may result in the disqualification of submitted applications.

Furthermore, Proposers are hereby advised that from the date this RFP is published until a final determination is issued by the PRBP, Proposers, and their agents or representatives, are prohibited from communicating with any employee of the PRBP 'involved' in any step of this procurement process, including PRBP's contractors (the "Blackout Period"). For purposes of the Blackout Period, the term 'involved' includes, but is not limited to, project management, project planning, development, implementation, procurement management, specifications development, and proposal evaluation.

In the event a Proposer is also a current PRBP contractor, the PRBP employees and the Proposer may contact each other with respect to their existing contract and duties only. Under no circumstances should PRBP employees or current contractors discuss this RFP, the corresponding procurement process, or its status. Any Proposer who breaches the Blackout Period may be excluded from this procurement process and may be liable to the PRBP in damages or subject to any other remedy allowed under law, including, but not limited to a ban in participating in any procurements issued by the Government, or any of its component units, for a period of **ten (10) years**, if it is determined that such action results in violation of the Anticorruption Code for a New Puerto Rico, Act No. 2-2018, as amended, and other relevant or incidental regulations.

2.5 RFP Amendments

The PRBP reserves the right to amend this RFP at any time prior to the proposal submission deadline. Any amendments to this RFP will be issued as written Addenda.

PRBP will post copies of each addendum for all prospective Proposers to download through the Smart Island platform at www.smartisland.pr.gov. All addenda issued shall become part of this RFP and shall be binding upon all Proposers.

All prospective Proposers are responsible for monitoring the Smart Island platform at www.smartisland.pr.gov to obtain any addenda or additional information issued in connection with this RFP.

2.6 Proposal Submission

Proposers must submit their proposals electronically through this RFP's posting page on the Smart Island portal, www.smartisland.pr.gov, no later than the proposal deadline specified in **Section 2.3**. Submissions shall consist of a single PDF file not exceeding 10 MB and must include all required exhibits and/or attachments in order to be deemed complete. Each proposal must designate a single point of contact for all RFP-related correspondence, including email and telephone number.

Proposers experiencing technical issues with the submission process shall promptly notify the PRBP by email at faq@smartisland.pr.gov to obtain alternate submission instructions.

Any proposal submitted after the deadline specified in **Section 2.3** shall be deemed late and will be automatically rejected. Such proposals may be returned to the Proposer, subject to the disclaimers and reservations of rights set forth in **Section 9.0** of this RFP. The PRBP assumes no responsibility for late submissions, attempted deliveries outside of the specified timeframes, or delays resulting from the delivery method selected by the Proposer.

3. Statement of Work

3.1 Scope of Work

The PRBP is seeking to contract a qualified Architecture & Engineering Firm or duly licensed Professional Engineer(s) (“**PE**”) to provide professional services on their CDBG-MIT approved project.

The Proposer shall be solely responsible for the accuracy, timeliness, and completeness of all documents and work products associated with Phase 1 planning-level initial assessment services, including, but not limited to, project planning and coordination, evaluation of applicable codes and standards, equipment and systems assessments, permitting considerations (as applicable at the planning level), initial site assessments and reporting, site visits, preliminary Rough Order of Magnitude (**ROM**) cost estimating, development of planning-level technical requirements, and preparation of an Operations and Maintenance (**O&M**) framework, as required. The Government Parties reserve the right to modify or delete the requested services and, if appropriate, add additional services before and during the contract term. The Proposer must also expect, review, and apply all PRTRP, the Project’s Oversight Management firm, and/or PRDOH’s reasonable comments or revisions (request for clarifications, changes, or revisions) of delivered documents. The Selected Proposer(s) must account for revisions or clarification requests by PRDOH Representatives and/or PRDOH related to required deliverables.

3.2 Comprehensive Assessment and Mitigation Baseline

The Proposer must conduct site visits to all PRTRP-Locations, thoroughly examining the project’s site and surroundings to understand its natural and built environments. This includes assessing factors such as existing infrastructure, power, emergency power, resiliency, and telecommunications capabilities. After performing the visits, the Proposer must complete an Initial Site Assessment and Recommendations Report (the Report). The Report must evaluate each location’s feasibility and conduct a needs analysis based on the PRTRP’s objectives, preferences, and project priorities.

The site assessment must include the following:

- **P25 Compliant Equipment**
 - Inventory must include a complete list of all P25 / LMR radio systems (repeaters, base stations, site controllers)



- Prepare a report per site of condition, capacity, survivability, and redundancy of P25 / LMR radio systems (repeaters, base stations, site controllers)
- The manufacturer, model, serial number, firmware version, and acquisition date of each device must be specified.
- Document the location of each piece of equipment and the department or agency responsible for its use.
- Classify the equipment by its function.
- Assess the level of P25 (**Project 25**) interoperability of all base stations, repeaters, and site controllers, and identify any gaps in compliance with current interoperability and cybersecurity standards.
- Provide site-specific recommendations for modernization, upgrades, or replacement of equipment necessary to achieve P25 interoperability and enhance system resiliency.

- **Network Backhaul Systems (Fiber, Microwave, Wireless)**

These systems enable interconnectivity between sites and dispatch centers. Mitigation actions may include:

- Microwave dishes and backhaul radios requiring alignment, replacement, hardening, or redundant path engineering
- Fiber laterals and distribution panels, including buried conduit protection, aerial hardening, and protected pathways
- LTE/5G public safety backup systems for off-island or long-haul redundancy
- Satellite terminals (**VSAT/LEO/MEO**) as tertiary backhaul options under catastrophic failures
- Multiplexers, routers, and Layer-3 switches requiring replacement or modernization

- **Inventory of LMR (Land Mobile Radio) equipment/radios:**

- Complete inventory and assess existing public-safety LMR communications infrastructure, including fixed-site repeaters, base stations, site controllers, associated power, cooling, and hardening components. The Proposer shall evaluate each inventoried asset and recommended improvement for CDBG-MIT eligibility, distinguishing fixed public-facility/infrastructure components from portable or movable equipment that may constitute ineligible personal property unless otherwise expressly approved by



PRDOH/HUD of all LMR radios is necessary, including both analog and non-P25 digital systems.

- P25/LMR repeater systems (**UHF/VHF/700/800 MHz**) that require replacement, weatherproofing, or hardening
- Base stations and site controllers that require modernization to meet P25 interoperability and cybersecurity standards.
- Identify the assignment of each radio to a user, vehicle, or specific location.
- This inventory will help understand the entire communications ecosystem and identify potential interoperability gaps.
- **Radio maintenance:**
 - Review and compile existing maintenance logbooks, service records, and active maintenance agreements for P25/LMR communications infrastructure.
 - Document the service provider, contract scope, covered equipment, maintenance frequency, response times, contract term, and associated costs.
 - Assess historical maintenance issues, recurring failures, deferred maintenance conditions, and vulnerabilities affecting system reliability, resiliency, and continuity of operations.
 - Distinguish routine maintenance, repair, and operating costs from recommended mitigation-related improvements, hardening measures, or capital replacements.
 - Assess eligibility of any maintenance-related activities or costs under CDBG-MIT and identify recommendations that may support eligible mitigation objectives.
- **Dispatch, PSAP, and Network Management Infrastructure**
 - Dispatch consoles and call handling systems requiring redundancy
 - Network Management Systems (**NMS/OMC/OMACS**) requiring hardened server environments and redundant control systems
 - Emergency Operations Center (**EOC**) communications nodes requiring multi-path connectivity and hardened infrastructure



- **Generator Inventory:**

- Detailed inventory of all power generators used to support communications sites (towers, dispatch centers, repeaters).
- Each entry must include the generator type (diesel, gasoline, natural gas), capacity in kW, manufacturer, model, serial number, and installation date.
- The exact location of each generator and the critical infrastructure it supports must be recorded.
- Document maintenance history and operating hours are crucial for planning future revisions and replacements.

- **Generator maintenance frequency:**

- Document all active maintenance contracts for generators. (Same as radios)
- Document in a report, covers provider details, frequency of inspections and preventive maintenance, available emergency services and repair terms, as well as validity of dates and costs.
- Generator maintenance is a practice that ensures the operational continuity of communication systems during power outages.

- **Lifetime of all LCRP ("Life Cycle Replacement Plan"):**

- A life cycle replacement plan (**LCRP**) is needed for all critical communication assets.
- This involves estimating the remaining useful life of each main component (radios, repeaters, antennas, network infrastructure, generators, etc.).
- The plan should include a projection of when each piece of equipment will reach the end of its operational life, estimated replacement costs, and investment priorities.
- This document is vital for long-term budget planning and to avoid technological obsolescence that could compromise interoperability.

- **Inventory of towers/antennas:**

- Detailed inventory of tower and antenna infrastructure is essential.



- Each entry must include the geographical location (GPS coordinates), tower height, structure type, owner information, and the types of antennas installed (frequency, gain, purpose).
- Record the structural condition of the tower, the dates of the last inspections, and any relevant permits or certifications.
- Antenna masts, monopoles, and towers requiring reinforcement or complete replacement to meet wind and seismic loads
- Guy-wire tensioning systems and anchoring systems requiring strengthening to withstand hurricane-force winds
- **Repeater inventory:**
 - A complete list of all repeaters used in the communications network is required.
 - For each repeater, the type (analog, digital, P25), frequency band, output power, manufacturer, model, serial number, and its physical location must be specified.
 - Document the configuration of each repeater, including access codes, sub-tone settings (**CTCSS/DCS**), and interconnection with other systems.
 - Inventory is key to maintaining network capacity and resolving coverage issues.
 - Site Selection and Surveys
 - Conduct preliminary site visits to assess conditions.
 - Map the locations of proposed facilities and surrounding areas.
 - Data Collection
 - Collect detailed information about the existing or proposed space.
 - Existing infrastructure conditions and viability for the project implementation
- **Impact Assessment Activities**
 - Telecommunication Room Environmental Conditioning Systems
 - Existing humidity levels in the room to determine the type of cooling needed.



- Fire Suppression system code compliance.
- Use Fire rated enclosures.
- Fire rated doors and windows.
- Install sensors for temps, humidity, water, and smoke.
- Power Distribution Assessment
 - National Electric Code (**NEC**) Compliance.
 - Number and types of outlets needed, including voltage and amperage specifications for each cabinet or rack of equipment.
 - Uninterruptible Power Supply specifications and capacity (KVA / KW).
 - Battery runtime at full and half load.
 - Load currently supported
 - Load Monitoring system
 - Automatic Transfer Switch with indicator of voltage presence for each source, and breaker status (open/closed).
 - Separation of power and data pathways.
- **Compliance and Standards for Electrical and Telecommunication Systems**
 - ANSI/TIA-607 (grounding and bonding)
 - NEC (National Electrical Code)
 - Local fire, electrical, and building codes
 - ADA compliance (for access and door width)
 - Manufacturer's installation requirements (for Battery Backup and HVAC)
- **Site-Specific Considerations**
 - Location in the building (above/below grade exposure to elements).
 - Risk of flood, water or wind intrusion.
 - Physical security measures like card access or passcodes.
 - Risk Assessment



- Network or communications downtime; possible data loss.
- Loss of power protection; abrupt equipment shutdown.
- Disconnection, configuration errors, security breach
- Reporting
 - Organize follow-up meetings to share assessment results and next steps.
 - Reports or dashboard status of all 343 site locations.

As part of the Report, the Proposer must establish a budget and a project timeline per site. This involves estimating costs and developing a realistic schedule for project milestones and deliverables. Also, the Proposer must identify and assess potential risks and challenges that may impact the project's success. This includes analyzing factors such as regulatory requirements, zoning restrictions, environmental concerns, and market conditions, and developing strategies to mitigate these risks effectively.

The Report should include the following components:

- Project Scope
 - Define project objectives and desired outcomes.
 - Establish clear evaluation criteria.
 - Identify project constraints, including Regulatory limitations, Physical constraints (e.g., site conditions), and Budget.
 - Provide a detailed timeline with key milestones.

3.3 CDBG-MIT Grant Requirements

While providing the services, the selected Proposer must adhere to the applicable requirements of the CDBG-DR and CDBG-MIT grants initiatives, goals, and regulations, including Federal Register, Notices 83 FR 5844, 83 FR 40314, 84 FR 4836, and 85 FR 4681. Proposers must be familiar with HUD's latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Work. The Proposer remains responsible for determining if the above-listed requirements have been revised or updated.

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

HUD General Provisions

Given the contract involves federal funds for which HUD is the federal oversight agency; the selected Proposer agrees to comply with all the requirements and HUD General Provisions

Insurance Requirements

Proposer shall be aware that, in case of resulting selected for the award of this RFP, it must have a minimum of required insurance policies and coverages.

Local Participation

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

Minority, Women, Veteran-Owned Business Enterprises and Labor Surplus Area Firms

OMB recognizes its obligation to promote maximum feasible participation by small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms in the performance of federally funded contracts, consistent with 2 CFR § 200.321.

Accordingly, OMB encourages firms that qualify as Minority, Women, Veteran-Owned Business Enterprises and Labor Surplus Area firms to submit proposals in response to this RFP. Proposers are also encouraged to describe their current and/or anticipated business arrangements with such firms, including any proposed subcontracting or teaming arrangements.

In conducting this procurement, OMB will take affirmative steps, where applicable, to ensure that such firms are identified, solicited, and afforded maximum practicable opportunity to participate, consistent with 2 CFR § 200.321.

Section 3

The work to be performed under the contract resulting from this RFP shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u and as implemented in 24 C.F.R. Part 75 (Section 3).

3.4 Studies, Cost Estimate, and Others

The requested services in this RFP also include the following responsibilities:

- The Proposer shall perform all necessary planning-level studies and analyses to establish the project's initial assessment parameters, criteria, and technical basis in support of Phase 1 activities. Such studies may include land surveying, as-built documentation, engineering studies, and any additional studies required for the project. The Proposer shall complete all analyses necessary to determine dimensions, sizes, material and equipment quantities and quality, installation or construction specifications, and operation and maintenance plan specifications.
- All planning-level and assessment-related studies shall be prepared in compliance with applicable municipal, state, and federal codes, regulations, and laws and shall be prepared and certified by the required professional whenever applicable.
- All planning-level and assessment-related studies shall be covered under the Allowance budget.
- The Proposer is responsible for preparing all necessary drawings for implementation in digital format, with drawing templates, scales and drawing sheets of size to be provided. Digital drawings shall be prepared in AutoCAD (DWG) format. Drawings shall be delivered in Portable Document Format (PDF).
- All planning-level and assessment-related studies and specifications for construction documents shall be certified by a professional engineer or architect licensed to practice in Puerto Rico (required by Law 173 of August 12, 1988).
- All planning-level and assessment-related study documents and specifications shall be delivered in PDF. The construction specifications should be written in sufficient detail to describe the materials, construction techniques, and workmanship adequately.
- The Proposer shall be responsible for preparing and submitting a planning-level quantity take-off and preliminary (ROM) cost estimate for each Initial Assessment deliverable, as applicable.
- The Proposer shall submit all take-off and cost estimate documents certified by a professional engineer or architect licensed to practice in Puerto Rico (Law 173 of August 12, 1988).
- The Proposer shall consider a minimum of progressive planning-level deliverables, which may be issued at approximately 30%, 60%, and 90% completion of the Initial Assessment, to support review, coordination, and refinement of findings; such



deliverables shall remain conceptual and planning-level only and shall not constitute construction-ready documents or bid packages.

- The Proposer shall perform the Initial Assessment and prepare all required planning-level technical studies, analyses, and documentation in accordance with this RFP, including any phased deliverables expressly identified herein. Such deliverables shall be sufficient to support project planning, informed decision-making, and the development of a Phase 2 implementation approach, but shall not constitute final design, construction-ready, or bid-level documentation.
- Ideal Battery Configuration:
 - It is imperative that the Proposer identifies an optimal battery solution system that includes an intelligent transfer switch charge controller, connection to the genset, and connection to the solar panel.
 - The battery solution system will be configured to provide power to the telecommunication equipment only; this means that the evaluation will require an estimated cost (Rough Order of Magnitude) of electrical circuit configuration and isolation. The Telecommunication closet electrical circuit must be identified on the building electrical panel and connected to the battery solution system.
 - The example configuration should have the capacity to be used with a lithium-ion (Li-ion) battery backup system capable of a minimum 18 kWh storage or as determined in the needs assessment, compatible with solar input and an intelligent transfer switch.
 - The configuration should consider operational capacity requirements for each type of site.
The ideal configuration should have the capacity to operate for a minimum of 1 hour and a maximum of 1 week.

3.5 Section 3 Requirements

The work to be performed under the contract resulting from this RFP shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u and as implemented in 24 C.F.R. Part 75 (Section 3').

¹ You can access PRDOH's Section 3 Policy requirements in English <https://cdbg-dr.pr.gov/en/section-3/> and Spanish <https://cdbg-dr.pr.gov/seccion-3/>.

Specifically, for this contract, the Proposers shall indicate, if selected, how they will meet the Section 3 minimum benchmarks and will enforce these requirements with any subcontractors during the life of the contract with PRDOH.

4. Staff Requirements

4.1 Architectural and Engineering Staff Experience and Qualifications

The Proposer shall demonstrate that its Key Staff (and subcontractors' staff) meet the desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services. Table 1 presents requirements for Key Staff, roles, and responsibilities. Staff resources must be ready to begin work within **two (2) weeks** of the contemplated contract execution date and may continue throughout the contract term.

The Proposer must include with its proposal the Resumé or Curriculum Vitae for the following positions:

- Professional Engineer (PE) or Registered Architect (RA) of Record
- Engineers (EIT) or Architects in Training (AIT)
- Subject Matter Expert (SME)
- Draftsman

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



Table 1. Key Staff Requirements and Responsibilities (A/E)

Key Staff	Requirements	Roles & Responsibilities
Professional Engineer (PE) or Registered Architect (RA) of Record	+ Must have a bachelor's degree or higher education in, Engineering, Architecture,	+ Assess and understand the Subrecipient's project needs and develop planning-level conceptual solutions based on these spatial and technical considerations.
	+ Must have a professional license and/or certification valid in Puerto Rico [Professional Engineer (PE) or Registered Architect (RA)].	+ Lead the planning-level conceptual development of the project of one or more disciplines, including planning, civil, structural, architecture, mechanical, electrical, and other services as needed. + Manage the project schedule, planning-level budget development, and coordination of all Initial Assessment activities.
	+ Must have at least five (5) years of previous professional experience as a Senior Design Manager.	+ Certify planning-level documents, drawings, and technical deliverables, as applicable, in accordance with professional licensure requirements and by the appropriately licensed professional.
	+ Must have fluent verbal and written communication skills in English and Spanish.	+ Implement planning-level technical and quality assurance/quality control (QA/QC) processes in accordance with applicable professional standards and the requirements of this RFP.
		+ Lead, manage, and oversee the Subrecipient's project-related activities through the Initial Assessment phase, including application support, planning-level assessment and mitigation analysis, coordination of permitting considerations, and preparation of recommendations to inform future procurement, implementation, and close-out phases.
		Identify, develop, and implement a planning-level study and assessment schedule, including defined milestone dates for progressive deliverables and review cycles associated with the Initial Assessment.
		+ The planning-level assessment schedule shall account for defined deliverable



Key Staff	Requirements	Roles & Responsibilities
		<p>milestones and provide adequate durations for peer review, comment resolution, and approval activities.</p> <ul style="list-style-type: none">+ Develop a planning-level project schedule that identifies key activities, sequencing, and estimated durations to support the Initial Assessment and inform future implementation planning.+ Review and update planning-level studies and assessment schedules, as necessary, throughout the Initial Assessment phase to reflect findings, coordination outcomes, and review comments.+ Coordinate all required assessments and studies.+ Coordinate the professional certification of all required documentation as established by applicable regulations or laws.+ Attend technical discussion and coordination meetings.+ Communicate with all levels of management and staff.+ Formulates and reviews project feasibility studies, risk assessments, and cost estimates during all project development as needed.+ Communicate with all Initial Assessment team members to ensure that applicable codes, standards, schedules, policies, objectives, and project goals are clearly identified, understood, and consistently applied.+ Communicate all technical aspects of project requirements within engineering disciplines.+ Manage and control the implementation of applicable municipal, state and federal construction codes and standards.+ Develop, track, and manage planning-level project cost information



Key Staff	Requirements	Roles & Responsibilities
		<p>throughout the Initial Assessment, including cost assumptions, estimate updates, and coordination with related assessment activities.</p> <ul style="list-style-type: none"> + Certify cost estimate deliveries as required by certified professionals. + Implement planning-level project management and risk identification techniques to proactively identify factors that may affect the project's schedule, performance, or budget during the Initial Assessment phase. + Implement review procedures to validate compliance of applicable construction codes, local and federal, for all projects under the CDBG-DR and CDBG-MIT Programs. + Communicate and coordinate with all Initial Assessment team members to ensure that applicable codes, standards, schedules, policies, objectives, and project requirements are clearly identified, documented, and consistently communicated throughout Phase 1 activities.
<p>Engineers or Architects in Training</p>	<ul style="list-style-type: none"> + Must have a bachelor's degree or higher education in an engineering or architecture field. + Must be a Licensed Engineer or Architect in Training for the last five years in Puerto Rico. + Must have at least three (3) years of experience in the construction industry. + Must be practicing under the supervision of a licensed professional. 	<ul style="list-style-type: none"> + Support and assist the Professional Engineer (PE), Registered Architect (RA), or Subject Matter Expert (SME) in the preparation of planning-level engineering analyses, technical assessments, and associated Initial Assessment deliverables. + Assist the Subrecipient in all tasks required to achieve project completion.



Key Staff	Requirements	Roles & Responsibilities
	<ul style="list-style-type: none"> + Must have knowledge in sustainable building design and construction, and be familiar with the Green Building Standard. 	
<p>Subject Matter Expert (SME)</p>	<ul style="list-style-type: none"> + Must have a degree in Engineering. + Must be a licensed professional engineer in Puerto Rico + Must have at least ten (10) years of experience in related areas such as structural, geotechnical, hydrology, MEP, or other specialized engineering divisions. 	<ul style="list-style-type: none"> + Collaborate with Subrecipient, PRDOH personnel or authorized representatives to address the needs of the IMP Project + Review complex existing conditions, technical constraints, and infrastructure deficiencies related to the Project sites, including discipline-specific conditions in areas such as structural, geotechnical, hydrology, MEP, telecommunications infrastructure, or other specialized systems, as applicable. + Coordinate the implementation of the most current and applicable best practices under CDBG-DR and CDBG-MIT IMP Program. + Provide all necessary support regarding requests for release of funds for CDBG-DR and CDBG-MIT programs.
<p>Draftsman</p>	<ul style="list-style-type: none"> + Must be proficient in CAD Software. + Must have at least two (2) years of experience in the construction industry. + Must have the ability to understand engineering/architectural drawings and specifications. 	<ul style="list-style-type: none"> + Assist and support the Professional Engineer (PE), Registered Architect (RA), or Subject Matter Expert (SME) in the preparation of planning-level technical components, documentation, and supporting materials, as necessary to achieve the project deliverables and established milestones. + Assist the PE or RA in all tasks required to achieve project completion

4.2 Staff Requirements, Roles, and Responsibilities

The Selected Proposer shall have or will secure, at its own expense, all personnel required to perform the services under the contract. The PRBP and OMB expect the Selected Vendor to provide competent, fully qualified staff who are authorized or permitted under federal, state, and local law to perform the scope of work under the contract. The PRBP and OMB reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRBP and OMB. Staff resources must be ready to begin work within two (2) weeks of the contemplated contract execution date and may continue throughout the contract term.

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5. Tasks

The Proposer will be responsible for performing the following tasks:



Task	Subtask	Service and Deliverable Required
1. Planning-Level Studies and Cost Estimation	1.1 Preparation of Studies	a) The Proposer shall deliver to the Subrecipient a comprehensive list of planning-level studies necessary to support the Initial Assessment, including a brief description of each study and its relevance to the project. b) The list of studies shall include a description of the work necessary for each study, including the schedule for each deliverable. c) Proposer will notify OMB before commencing any work related to studies. d) The studies shall be covered under the Allowance budget. e) Proposer shall expect comments and revisions from the Subrecipient that may require revision of deliverable studies. <u>Deliverables: Planning-level studies and analyses required to support the Initial Assessment, as identified by the Proposer and consistent with the scope of Phase 1 services.</u>



1.2 Preparation of Planning-Level Drawings	<p>a) The Proposer shall deliver to the Subrecipient a list of planning-level drawings or illustrative materials necessary to support the Initial Assessment. The list shall include a general description of the purpose and level of detail of each item, as well as a proposed schedule for delivery and review.</p> <p>b) The Proposer shall consider submitting progressive planning-level drawings or illustrative materials at approximately 30%, 60%, and 90% completion of the Initial Assessment. For each submission, the Proposer shall anticipate review comments from the Subrecipient and shall revise, update, or modify the materials as necessary to address such comments.</p> <p>c) Proposer shall address comments and revision requirements before submitting the next set of progress drawings.</p> <p><u>Deliverables:</u> Progressive planning-level technical exhibits or illustrative materials, which may be submitted at approximately 30%, 60%, and 90% completion of the Initial Assessment, as identified in a deliverables list proposed by the Proposer and approved in accordance with this RFP.</p>
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<p>1.3 Preparation of Planning-Level Specification Outlines and Technical Criteria</p>	<p>a) The Proposer shall deliver to the Subrecipient a list of planning-level specifications or specification outlines necessary to communicate project requirements for future implementation consideration. The list shall include a general description of the scope and level of detail anticipated for each item, as well as a proposed schedule for preparation and submission.</p> <p>b) The Proposer may submit progressive planning-level specification materials at approximately 30%, 60%, and 90% completion of the Initial Assessment. For each submission, the Proposer shall anticipate review comments from the Subrecipient and shall revise, update, or modify the materials as necessary to address such comments.</p> <p>c) The Proposer shall address all review comments and revision requirements prior to submitting the subsequent set of progressive specification materials.</p> <p><u>Deliverable:</u> Progressive planning-level specification materials or outlines, submitted at approximately 30%, 60%, and 90% completion milestones of the Initial Assessment, as identified in a deliverables list proposed by the Proposer and approved in accordance with this RFP.</p>
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<p>1.4 Planning-Level Quantity Take-Offs and Cost Estimates</p>	<p>a) At approximately 30% completion of the Initial Assessment deliverables, the Proposer shall prepare and submit to the Subrecipient a planning-level cost estimate report, including quantity take-offs and a preliminary (ROM) cost estimate, commensurate with the level of development of the planning-level drawings or illustrative materials. The Proposer shall address all review comments and revision requirements provided by the Subrecipient prior to submitting the subsequent cost estimate update.</p> <p>b) At approximately 60% and 90% completion of the Initial Assessment deliverables, the Proposer shall prepare and submit updated planning-level cost estimate reports, including revised quantity take-offs and ROM cost estimates, reflecting the increased level of definition of the planning-level materials. The organization and format of the take-offs and cost estimate reports shall follow CSI Master Format or a comparable, industry-accepted structure, as appropriate for planning-level estimates.</p> <p>c) The Proposer shall address all Subrecipient review comments and required revisions prior to submitting each subsequent cost estimate update.</p> <p>Deliverables: Progressive planning-level cost estimate reports, with supporting quantity take-off documentation, submitted at approximately 30%, 60%, and 90% completion milestones of the Initial Assessment.</p>
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1.5 Planning-Level Installation and Construction Requirements (Non-Bid)	a) Upon completion of the Initial Assessment and associated planning-level deliverables, the Proposer shall prepare and submit to the Subrecipient, for review and comment, a comprehensive set of planning-level specification outlines or technical criteria that summarize applicable requirements, standards, and assumptions intended to inform future design and implementation phases. Such materials shall be prepared in general conformance with applicable codes and regulations, consistent with the scope and limitations of Phase 1 services, and shall not constitute construction-ready or bid-level specifications. b) The Proposer shall anticipate review comments and revision requests from the Subrecipient and shall revise the planning-level specification materials as necessary to address such comments. Deliverables: Planning-level specification outlines or technical criteria documents supporting the Initial Assessment, revised as needed to incorporate Subrecipient review comments and suitable for informing subsequent design and implementation activities.
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The proposal submitted by the Proposer shall include all expenses for incidentals, overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, and any other applicable fees and administrative costs related to the services. The PRBP / OMB will not cover any additional costs.

5.1 Special Tasks or Services

PRBP/OMB has established an Allowance Budget to be incorporated into the selected Proposer's contract to address planning-level supplemental services that may be required beyond the base Scope of Work. This allowance is intended to support additional specialized analyses or technical support necessary to complete the Initial Assessment, including limited planning-level regulatory or permitting coordination activities, as applicable. The Proposer shall be responsible for identifying any supplemental services not included in the base tasks and subtasks and for notifying PRBP/OMB of the specific services proposed for coverage under the Allowance Budget prior to their initiation.

The Selected Proposer shall identify any additional services not included in the base scope and submit a written request describing the need. Upon approval, PRBP/OMB may



solicit quotations from qualified subcontractors. All final procurement and contracting decisions will be made by PRBP/OMB in accordance with 2 CFR 200.317–200.327. After evaluation of the economic proposals, the Proposer must present a recommendation for approval to the PRBP / OMB. After evaluating and clarifying any information, the OMB will evaluate and determine the acceptance of the proposed services by providing written approval to the Proposer. For each special service approved, the contracted budget allowance amount will be reduced by the amount of the approved service.

5.2 Reimbursable Expenses

For the Proposer to adequately complete all tasks under this Scope of Services, certain costs established by law or regulation must be paid. These costs include mandatory fees and stamps from the Puerto Rico College of Engineers and Land Surveyors (**CIAPR**, for its Spanish acronym), Puerto Rico College of Architects and Landscape Architects (**CAAPPR**, for its Spanish acronym) permit taxes, and permit application fees. The Proposer will pay these costs to the corresponding entities and present them for reimbursement to the OMB. The OMB will reimburse the direct costs incurred by the Proposer for the fees. For this purpose, the Contract includes an allowance budget, out of which reimbursable costs will be paid by OMB.

5.3 Reservation of Rights

The OMB reserves the right, without limitations, to:

- i. Reject any or all proposals to waive any informality in the RFP process or to terminate the RFP process at any time, if deemed to be in its best interests.
- ii. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- iii. Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the public.
- iv. The OMB shall have no obligation to compensate any Selected Proposer(s) for any costs incurred in responding to this RFP.
- v. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - 1) Funding is not available.
 - 2) Legal restrictions are placed upon the expenditure of monies for this category.



- 3) The OMB's requirements in good faith change after the award of the contract.
- vi. Make an award to more than one Proposer based on ratings.
 - vii. To require additional information from Selected Proposer(s) to determine the level of responsibility.
 - viii. To contact any individuals, entities, or organizations that have had a business relationship with the Selected Proposer(s), regardless of their inclusion in the reference section of the proposal submittal.
 - ix. In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, the OMB reserves the right to:
 - 1) seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
 - x. Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
 - xi. To contract with one or more Qualified Proposers as a result of the selection of the RFP or the cancellation of this RFP.
 - xii. To negotiate any price from the awarded Proposer(s) in response to a specific order under this solicitation.
 - xiii. Modify the quantity of the listed items and/or services during the term of the contract in compliance with applicable policies and procedures.
 - xiv. Withdraw from the contracting process with a Selected Proposer if the Selected Proposer fails to provide the required contract documents, including insurance requirements, within **ten (10) business days** of the Contract Award Notice.

The Selected Proposer(s) shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer(s) shall assist the OMB by providing additional resources to accomplish assignments authorized by the OMB. The OMB reserves the right

to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted because of this RFP, conduct additional competitive solicitations to obtain additional Services when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH and the OMB to do so.

5.4 Response Requirements

In response to this Solicitation, the Proposer should return the entire completed quote. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The RFP package and all related procurement documents may be obtained through the Smart Island platform at www.smartisland.pr.gov. Interested Proponents shall access the platform, locate the corresponding procurement process, and download the RFP package, including all required forms and attachments, directly from the system. The RFP documents will be available beginning on the date and time identified in the RFP Schedule under the “Documents Availability Start Date.”

It is the responsibility of each Proponent to review the Smart Island platform periodically for any addenda, clarifications, responses to questions, or additional procurement documents issued in connection with this RFP.

5.5 Contract Term

The Contract shall be in effect and enforceable between the parties from the date of its execution. The Contract shall be in effect and enforceable between the parties from the date of its execution. The term of the Contract will be for up to **twelve (12) months**, or such other period as may be necessary to complete the services and deliverables required under this RFP, as determined by OMB based on the scope of work.

OMB reserves the right to extend the Contract term, if necessary, to ensure completion of the required services and deliverables, subject to applicable approvals and funding availability. The OMB reserves the right to re-bid the Contract at any time during the performance of the Contract.

5.6 Payment Terms and Methods of Payment

Payments shall be issued for services provided previously approved by the OMB. It is the selected Proposer’s responsibility to provide all services as set forth under the Scope of Work detailed in this RFP. The Selected Proposer shall submit an invoice to OMB on a monthly basis or upon delivery of the service, as applicable. The said invoice must be submitted, including all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoice and photo evidence, expense plan, and work projections. If OMB determines that the submitted invoice and supporting documentation are acceptable, then the invoice will be approved for payment.

6. Key Deliverables

Deliverables shall be considered those tangibles and resulting work products that are to be delivered to the Government Parties, such as draft documents, data, meetings, presentations, and reports (collectively, the “Deliverables”). In general, Deliverables shall include a detailed narrative, including assumptions and clarifications, and any other information or documentation used to reach the conclusions established in the corresponding Deliverables, which must also identify each resource that participated in their development.

Deliverables shall be in an editable format such as Word, Excel, PowerPoint, Adobe Illustrator, Photoshop, InDesign, or Visio and/or other formats. All Deliverables and resulting work products from this RFP and/or related to the Scope of Work will become the property of the Government Parties. Selected Proposer shall certify the accuracy of its Deliverables to the Government Parties.

Selected Proposer shall outline the types of Deliverables and timelines they produce, in performing the services being procured through this RFP, as assigned by the Government Parties (through Task Orders, or otherwise, as applicable). At a minimum, the key Deliverables to be provided may include such items as:

- Project Overview
- Identified vulnerabilities and deficiencies
- Hazard mitigation actions per facility
- Redundancy gaps and single points of failure
- Cost estimates (per facility)
- Priority ranking for Phase 2 implementation
- Applicable code and standards requirements
- Planning-level assessment and programming activities, including feasibility studies; review of applicable codes, zoning, and land-use requirements; identification of sustainability goals and performance criteria; and development of preliminary (ROM) budget estimates.
- Schematic Design (if applicable)
- Documents package, final cost estimate, project manual, and technical specifications.
- Deficiencies, errors and/or limitations identified, if any, in existing processes and



- Recommendations for improvements, as well as potential efficiencies to be gained (if any).
- Discussion of any potential concerns from pertinent US Government agencies and/or findings, as well as a corrective plan of action (if applicable).
- Analysis and recommendations with regard to the Proposer's management.
- Quarterly reports on Scope of Work activities.
- Reporting and updating timelines.
- Work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.

The Deliverables will be considered complete only when presented in their entirety to the Government Parties and only for the purpose stated herein. Furthermore, Deliverables must comply with applicable requirements of HUD and/or PRDOH.

If the Selected Proposer(s) fail to comply with federal statutes, regulations, or the terms and conditions of the contract, the OMB may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Selected Proposer(s).
- Disallow all or part of the cost of the activity or action not in compliance.
- Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180.
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

7. Proposal Requirements

7.1 General Proposal Requirements

PROPOSALS SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS AFTER THE PROPOSAL DUE DATE.

All proposals shall be prepared in English. All prices shall be quoted in United States dollars. The PRBP shall not accept any proposal or modification of a proposal delivered by telephonic, electronic, or facsimile means except as provided herein.

All proposals shall be submitted electronically via e-mail to the following email address (also specified in this RFP): prbif@smartisland.pr.gov. The subject on the electronic submittal shall read as follows:

Re: Architectural and Engineering (A/E) Professional Services Proposal Format Requirements

Proposals must be set up on 8-1/2" x 11" sized pages. Double-sided reproductions are encouraged. Page Size 11" x 17" pages are allowed for schematics, maps, organizational charts, drawings, tables, and schedules. However, narrative text cannot be included on such 11" x 17" pages, except for brief captions necessary to title or describe graphics. Any other narrative text included on an 11" x 17" page may be disregarded by the Government Parties. Each 11" x 17" page will be counted as a single page. Printed lines may be single-spaced. To the extent that is practical or economical, all paper stock used shall be composed of recycled materials.

Proposals shall have all pages numbered consecutively within each section of the proposal, other than required forms, which shall be individually numbered, including any 11" x 17" pages, and must conform to the page limitations identified in this RFP. Proposals must be presented in Arial (not Arial Narrow) at 12-point font, including diagrams, organizational charts, and other graphics.

Standard corporate brochures, awards and marketing materials shall not be included in the Proposal, and the Government Parties do not commit to review any materials included in a proposal that are not specifically required by the RFP.

7.2 Proposal Withdrawal Prior to Contract Award

A Proposer may withdraw its proposal at any time prior to contract award by submitting a written request signed by an authorized representative of the Proposer.

The written withdrawal request shall clearly identify the Proposer, the RFP number, and the proposal being withdrawn, and shall be submitted through the method established

by OMB for official procurement communications, including any email address or platform identified in this RFP. Upon receipt of the written withdrawal request, the proposal shall be deemed withdrawn and shall no longer be considered for award. A proposal may not be withdrawn after contract award

7.3 Proposal Contents and Organization

Section	Description
Section A	Cover Letter & Executive Summary
Section B	Background on Firm & Team Qualifications
Section C	Availability of Resources
Section D	Work Plan
Section E	Local Engagement Approach
Section F	Project Experience & References
Section G	Budget Breakdown
Section H	Financial Information
Section I	Unique or Unusual Proposer Capabilities
Section J	Other Matters Deemed Relevant by Proposer
Section K	Compliance Forms

Proposals submitted under this RFP must include the following sections, organized as required.

Section A: Cover Letter & Executive Summary

A duly authorized official of the Proposer must execute the transmittal letter, providing an Executive Summary not exceeding five (5) pages, which shall be written in a nontechnical style and shall contain sufficient information for the RFP's reviewers with both technical and non-technical backgrounds to become familiar with Proposers proposal and its ability to satisfy the financial and technical requirements of the Professional Services.

Section B: Background on Firm & Team Qualifications

Proposers must demonstrate that they possess all the capabilities needed to successfully render and complete the Phase 1 Initial Assessment services and must show effective and substantive experience relative to said professional services. Proposers are expected to demonstrate strong leadership, accountability, and continuity, and to be willing to work with a broad range of entities and stakeholders across the public and private sectors. Hence, Proposers must demonstrate that they have a staff and/or a team of experienced professionals, and a dynamic collaborative network that includes a broad range of organizations relative to the Scope of Work. It is in the spirit of such capabilities that Proposers shall discuss their experience under this section.

Joint ventures, consortia, professional pools, and similar teaming arrangements may submit proposals under this RFP, provided that the proposal identifies a prime Proposer that shall be fully responsible for contract performance. Any subcontracting or replacement of proposed team members shall be subject to prior written approval by OMB. The OMB reserves the right to accept or reject any replacement of team members based on their skills and knowledge, as deemed in the OMB's best interest.

Under this section Proposers must: (i) address the legal structure of the firm making the proposal; (ii) identify the organizational structure for the team that it envisions carrying out and managing the Phase 1 Initial Assessment and planning-level architectural and engineering services; (iii) describe the experience and qualifications of the firm and key personnel proposed for this engagement, including demonstrated experience with projects of comparable scope, size, and complexity, (iv) describe the length of time doing business, business experience, public sector experience, and other relevant engagements of the firm; and (v) identify any subconsultants or affiliated firms proposed to support the planning-level architectural and engineering services described in this RFP.

Furthermore, under this section, Proposers must also provide the names, addresses, and telephone numbers of persons within the firm who may be contacted for further information regarding their submission under this RFP. Proposers must also provide resumes or *curriculum vitae* of the Key Personnel who would be assigned to perform the Phase 1 Initial Assessment and planning-level architectural and engineering services (each resume or *curriculum vitae* should not exceed three pages in length and must highlight relevant experience and qualifications with respect to the Services). Key Personnel is defined as those team members who will be assigned and perform the endeavors related to the Scope of Work or a portion of them. Given the interactions with certain Government Parties, at a minimum, fifty percent (50%) of the Key Personnel must be completely fluent in both English and Spanish; all personnel should be fluent in English.

Proposers must also identify any persons involved with PRBP that they know would be obligated to disqualify themselves from participation in any transaction arising from or

in connection with the professional services object of this RFP, considering the applicable Conflict of Interest clauses mentioned hereunder, including, but not limited to, the ones present in this RFP.

Finally, each of the Proposer's Principal Members must provide their professional background and qualifications relevant to Professional Services. Principal Member(s) are defined as the key figures in the Proposer's management.

Section C: Availability of Resources

Under this section, Proposers must detail available personnel resources, emphasizing Key Personnel and the speed with which they can be deployed to render the Professional Services requested under this RFP. Proposers are encouraged to designate and proffer only those individuals they reasonably believe will be available for roles relevant to Phase 1 Initial Assessment and planning-level architectural and engineering services. Moreover, Proposers are advised that Key Personnel changes must be notified and requested in writing to PRBP and will be subject to their approval. Key Personnel changes without prior written approval from the PRBP may result in disqualification or removal of the Selected Proposer.

Section D: Work Plan

Under this Section, Proposers must provide a detailed Work Plan indicating how they plan to render the Phase 1 Initial Assessment and planning-level architectural and engineering services and meet the objectives stated in this RFP. This Work Plan shall include, at a minimum, a detailed list and description of: (i) primary workstreams and work phases, (ii) key deliverables for each phase, (iii) key activities for each phase, and (iv) projected touch points for collaboration with the Government Parties.

Additionally, under this section, Proposers must detail how they will accommodate the PRBP design philosophy and leverage their existing infrastructure to meet the specified priorities outlined in this RFP. Proposers may reference past experiences with similar endeavors in which similar services were provided and how they anticipate their approach to the Phase 1 Initial Assessment and planning-level architectural and engineering services under this RFP could differ.

Additionally, Proposers must provide a measure of confidence in their ability to adhere to the proposed timeline for the Phase 1 Initial Assessment and planning-level architectural and engineering services activity milestones, based on their past experience and anticipated capabilities (e.g., resource mobilization/availability, supply chain considerations, etc.). This section is important for the PRBP to consider while navigating indirect factors that could affect the execution of said professional services.

Although the PRBP will not accept proposals from joint ventures, consortia, syndicates, professional pools, or entities with similar arrangements, subcontracting may be allowed under this RFP, subject to prior written approval from the PRBP.

In the event the Proposer envisions or anticipates obtaining support from subcontractors to execute the Scope of Work, said information must be included under this section following this format:

Key Vendor/Subcontractor	Description of Products/Services Offered	Past Projects Utilizing this Entity
X	Y	Z

Section E: Local Engagement Approach

Given the impact the Phase 1 Initial Assessment and planning-level architectural and engineering services might have on other stakeholders and/or Component Units, the PRBP aims to foster the participation of local parties in providing or assisting in providing the Professional Services under this RFP. Under this section, Proposers must address their approach to assisting the PRBP in achieving the said objective. Additionally, under this section, Proposers must discuss how they suggest transferring to the applicable Government Parties entities the know-how related to the Phase 1 Initial Assessment and planning-level architectural and engineering services during the term of the Contract, to the extent applicable.

Section F: Experience & References.

Under this section, Proposers must provide a brief overview of their experience with engagements similar to and/or related to the professional services object of this RFP. Proposers should provide enough information for the PRBP to assess their expertise across the endeavors described in this RFP. Proposers must demonstrate effective, substantive experience relevant to the Scope of Work.

Additionally, Proposers must provide details of three (3) previous engagements providing similar Design & Engineering Services to those requested under this RFP. Under this section, Proposers must include a description of the scope and type of the project as well as references (*i.e.*, names and contact information) to whom the PRBP can contact to inquire about their past performance. Enclosed **Attachment A** of this RFP- Experience Template should be used to capture this information. As necessary, additional pages may be attached to provide the required information.

Section G. Budget Breakdown:

Under this section, Proposers must provide a detailed budget proposal consistent with the second evaluation criterion. The budget proposal shall clearly explain the pricing structure and include a breakdown of fees by task, labor category, deliverable, or other applicable cost element necessary to perform the scope of services under this RFP.

The proposed budget shall identify all direct and indirect costs, as applicable, including any subcontracted services the Proposer intends to use in carrying out the Professional Services. The budget shall be based on the Proposer's Work Plan and shall be sufficiently detailed to allow evaluation of the reasonableness and completeness of the proposed costs.

Proposers are encouraged to present their pricing on an hourly rate rather than a flat fee, unless otherwise justified.

Proposers are encouraged to base and present their budget breakdowns on an hourly rate rather than a flat fee. In the event a Contract is awarded pursuant to this RFP, Proposers are hereby advised that their budget breakdown and/or proposed pricing structure could be reasonably updated/adjusted following well-grounded market conditions.

Section H: Financial Information

Under this section, Proposers must submit their audited financial statements for the last three (3) fiscal years, showing how they manage their resources and demonstrating their financial capability to carry out the Phase 1 Initial Assessment and planning-level architectural and engineering services. Financial statements must include the following: Opinion Letter (i.e., Auditor's Report), Balance Sheet, Income Statement, Statement of Cash Flows, and the corresponding footnotes. Furthermore, financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("US-GAAP") or International Financial Reporting Standards ("IFRS"; the latter, only for applicable entities).

Proposer(s) are advised that any failure to disclose a prior or pending material change(s) in its financial condition may result in disqualification from further participation in the selection process.

In instances where a material change has occurred or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Phase 1 Initial Assessment and planning-level architectural and engineering services, and the projected full extent of the changes likely to be experienced in the periods ahead. Where a material change will have a negative impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the potential project(s) object of this RFP



from any recent material changes and those currently in progress or reasonably anticipated in the future. For illustrative and indicative purposes only, the PRBP and Stakeholders consider material changes in financial condition any of the following: (1) an event of default or bankruptcy involving the affected entity; (2) a change in credit rating (if applicable) for the affected entity; (3) inability to meet conditions of loan or debt covenants by the affected entity; (4) the affected entity either: (i) the financial statements indicate that expenses and losses exceed income (i.e. negative net income excluding earnings from non-controlling interests); (ii) incurred a net operating loss (i.e. negative income before taxes, or negative earnings before taxes); or (ii) sustained negative cash flows from operating activities; in at least one of the last three fiscal periods, the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable. Other events known to the affected entity or parent organization of the affected entity represent a material change in financial condition over the past three (3) years or may be pending for the next reporting period.

Section I: Compliance Forms.

Proposers must submit the following forms attached to this RFP as part of their submission:

- Attachment A — Statement of Qualifications and Experience
- Attachment B — Non-Conflict of Interest Certification Form
- Attachment C — Non-Conflict of Interest on Existing or Pending Contracts Certification
- Attachment D — Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit Form
- Attachment E — Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form
- Attachment F — Non-Collusion Affidavit
- Attachment G — Sworn Statement Under Act 2 - 2018
- Attachment H — Anti-Lobbying Certification Form
- Attachment I — Authorization for Background and or Financial Information
- Attachment J — Entity Prior Performance Certification
- Attachment K — Certifications and Representations of Offerors for Non-Construction Template
- Attachment L — Cost Form

The proposal from any Proposer that fails to pass the Government Parties' determination regarding no conflict of interest, including, but not limited to, those levied in this RFP and its Exhibits and Attachments, shall be deemed unacceptable and unresponsive and shall be disqualified without further evaluation.

8.RFP General Terms and Conditions

8.1 Conflicts of Interest

The selected Proposer(s) under this RFP will be required to be free of any real or perceived conflict of interest as defined herein and/or under the applicable laws and regulations of the Government and/or those issued by the United States Federal Government, its agencies, instrumentalities and/or component units ("U.S. Government"), to the extent applicable.

By submitting their respective proposals, Proposers acknowledge that, in the event they are selected under this RFP, the potential services rendered thereunder are to be provided in a manner exhibiting complete loyalty towards the PRBP, including, but not limited to, having no adverse interests to the PRBP.

Consequently, as part of the contracting process, selected Proposer(s) shall certify that they are not currently aware of any relationship that would create a conflict of interest with the PRBP, or those parties in interest, according to the applicable Government's contracting requirements. Furthermore, Proposers must ensure that all actions related to their proposal are consistent with the PRBP and the U.S. Government Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Contracts, and other applicable ethics regulations.

Proposer must provide a list of any other current or prior consulting contracts that the firm has or had with the Government Parties, or which bear any direct or indirect relation to the activities of the Government Parties. In the event of real or apparent conflicts of interest of a Proposer, the Government Parties reserve the right, in the Commonwealth's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon the Proposer. Said Proposer shall accept any reasonable conflict mitigation strategy employed by the Government Parties, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

Given the inherent potential conflict of interest that might arise from the nature of the services rendered under Other Government Contracts with the Professional Services object of this RFP, it should be noted that any Proposer that has previously performed for the Government Parties similar, related, and/or incidental services than those considered under the Scope of Works is precluded from participating in this RFP. Furthermore, considering that the Government Parties could issue additional requests for proposals related to the Scope of Work and/or Services considered hereunder, Proposers acknowledge and accept that the PRBP will not award both contracts to the same firm(s) if bidders choose to participate in both procurement processes. Accordingly, in case a

Proposer proposals receive the top score from the Evaluation Committees, then the Government Parties reserve the right, in their absolute discretion, to select which contract to award to such Proposer. These prohibitions shall also apply to all subcontractors, team members, and representatives of all Proposers. Any Proposer and/or subcontractor who is found to be in non-compliance with the above will be disqualified from this RFP process.

8.2 Proposal Evaluation Procedure and Criteria

Evaluation Committees & Evaluation Criteria

All proposals will be screened for completeness and compliance with the requirements of this RFP. For that initial evaluation state, the PRBP will be evaluating submitted proposals, examining them for completeness and compliance with the general terms of this RFP, among other factors. The criteria for the Compliance Evaluation are found in **Exhibit 2** of this RFP. For a Proposer to approve the Compliance Evaluation assessment, it will have to obtain a score of seventy-five percent (75%) or higher. Proposers that fail the Compliance Evaluation assessment will be disqualified and will not be considered for formal evaluation by the Government Parties.

After proposals have passed through the Compliance Evaluation screening process, they will be evaluated and ranked by a technical evaluation committee ("Evaluation Committee"). The Evaluation Committee will be composed of three (3) members designated by the PRBP. Each member of the Evaluation Committee shall have experience to perform the review role for which they have been designated and shall conduct his or her independent evaluation of the proposals received by said panel in accordance with the aforementioned criteria, and the terms and conditions set forth in this RFP. Point assignments for each evaluation criterion will be at the discretion of each member of the Evaluation Committee. Total point assignments from each member of the Evaluation Committee will be added together for a total overall score. This total score for each Proposer will determine the order of the proposal's rankings.

In the event of a tie between two proposals, the Evaluation Committee will assess awarded scores to determine whether any adjustments are appropriate. If appropriate, the PRBP will approve any adjustments.

PRBP will only consider proposals from firms duly registered to conduct business in Puerto Rico. Proposals that are not disqualified will be evaluated as to the substantive material, provided however that, in addition to the rights reserved under **Section 9.0** of this RFP, the Government Parties reserve the right to waive any defect or technicality in any proposals received, and modify or postpone or terminate the RFP process in its entirety or with respect to any Proposer, at any time, for any reason or no reason.



PRBPs, through the Evaluation Committee, may request a Proposer to clarify a proposal if ambiguities or uncertainties are present, or to obtain additional information necessary for the Evaluation Committee to make a comprehensive evaluation. The Evaluation Committee shall report its findings and make its recommendations to the Government Parties. PRBP, however, may accept the recommendation of the Evaluation Committees, award the Contract to another Proposer or Proposers, or exercise any of the rights reserved by the PRBP. The Government Parties' acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

The Proposer(s) suggested Budget Breakdown is only one of the criteria to be considered, and the Government Parties are not legally bound to award the lowest priced proposal. PRBP may enter simultaneous or subsequent negotiations with Proposers to determine the final selection of the awardee. PRBP reserve the right to interview Key Personnel of Proposer before the award of the Contract, reserve the right to conduct discussions with each and every Proposer and to request that Proposers submit a revised experience and technical proposal and/or price proposal and shall award the contract to the Proposer that submits the most advantageous proposal found to be technically sufficient and acceptable, subject to disclaimers and reservation of rights levied in Section 8.0 of this RFP.

Responsiveness

The Evaluation Committee shall first review and determine whether each proposal has met all requirements regarding format and content. Each proposal will be reviewed for: (i) conformance to the RFP instructions regarding organization and format; and (ii) responsiveness to the requirements set forth in this RFP.

Proposals that are not responsive to this RFP may be excluded from further consideration. PRBPs may also exclude from consideration any Proposer whose proposal contains a material misrepresentation.

Proposals that fail to pass the determination regarding no conflict of interest, including, but not limited to, those levied in Section 8.0 & 9.0 of this RFP, and its Appendices, shall be deemed unacceptable and unresponsive and shall be disqualified without further evaluation.

General Selection Criteria

PRBP will procure the Architectural and Engineering (A/E) Professional Services of experienced Proposers who can provide the Services described in this RFP. The Evaluation Criteria scoring will reflect a preference for proposals that address the core matters indicated in Section 2.1, subject to the disclaimers and reservation of rights levied in this RFP.



PRBP may opt to interview one or more Proposers. Following the review phase, the program could identify a Proposer for negotiation and inform all other Proposers through an 'intent to award' notification, subject to the disclaimers and reservations of rights set forth in Section 9.0 of this RFP. If an agreement cannot be reached with the chosen awardee, the next-highest-scoring Proposer will be contacted to initiate negotiations. This process will continue until successful negotiations are achieved or the PRBPs decide to proceed under Section 9.0 of this RFP. OMB and PRBP explicitly retain the right to negotiate with any Proposer, leveraging the submitted proposal as a foundation, to obtain their best and final offer. Upon successful negotiations and the signing of agreements by all parties, the PRBP could issue a final written determination of the procurement process to all participating Proposers under this RFP, subject to the disclosures and reservations of rights set forth in Section 9.0 of this RFP.

9. Disclosures

9.1 General Disclosures, Rights, Options and Disclaimers

The issuance of this RFP, the submission of a proposal by any firm or team, and the acceptance of such proposal by the PRBP shall not oblige the PRBP in any way. Proposers shall be bound by their proposals only for the **sixty (60) days** specified in this RFP. Legal obligations will arise solely upon the execution of a formal agreement between the PRBP and the selected firm or team.

By responding to this RFP, Proposers acknowledge and consent to the conditions applicable to this procurement process. The PRBP is under no obligation to accept any proposal that does not meet its requirements. Without limitation, and in addition to other rights reserved by the PRBP in this RFP, the PRBP reserves and retains, at its sole discretion, the following rights and options:

- To accept or reject all submittals, in whole or in part.
- To discuss and negotiate with any or all Proposers' terms that differ from, or are in addition to, those set forth in this RFP or contained in any proposal submitted.
- 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 PRBP.
- 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 any Proposer and to distribute such questions, together with the PRBP's responses, to all Proposers that have received a copy of this RFP.



- To require additional information from one or more Proposers to supplement or clarify the proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each Proposer.
- To visit and contact the Proposer's client in any of the projects or engagements referenced in the proposals to obtain direct information regarding the Proposer's performance in such engagements.
- To disqualify any Proposers that submit a nonconforming, non-responsive, incomplete, inadequate, or conditional proposal.
- To investigate the technical and financial qualifications of Proposers through sources other than those contained in the proposals submitted.

All costs and expenses incurred by Proposers in the preparation and submission of a proposal shall be the sole responsibility of the Proposers. The PRBP shall not, under any circumstances, be liable for any such costs or expenses, including, without limitation, those arising from the cancellation of this RFP process. Proposers shall have no right to claim reimbursement from the PRBP or from any instrumentality of the Government for any costs or expenses related to their participation in this procurement.

Proposers should submit their best proposals initially, since negotiations are not guaranteed.

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

9.2 Accuracy of RFP and Related Documents

The PRBP assumes no responsibility for the completeness or accuracy of any technical or background information provided in this RFP or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the PRBP shall not be bound by, or held responsible for, any explanation or interpretation of the RFP documents except those issued in writing by the PRBP. Under no circumstances may a Proposer rely on any oral statement made by the PRBP's agents, advisors, or consultants.

9.3 Confidential or Proprietary Information

One copy of each proposal will be retained for the PRBP's records and will not be returned. If a Proposer believes that its proposal contains material that is confidential and/or proprietary, the Proposer must clearly mark each section of such material as "Confidential" or "Proprietary." The PRBP will, in its sole discretion, determine whether such material meets the requirements for exemption from disclosure under applicable laws and regulations, including Puerto Rico's public disclosure statutes. The Proposer

may also submit a redacted version along with their submission to address any confidentiality concerns.

If the PRBP determines that the material does not qualify for an exemption, such material may be made available to the public, if and to the extent required by applicable law, regardless of the Proposer's notation or markings. Proposers are solely responsible for becoming familiar with the disclosure requirements governing public documents in Puerto Rico.

By submitting a proposal, Proposers acknowledge and agree that:

- The PRBP shall have no responsibility or liability for the disclosure of any information submitted, whether or not marked as confidential or proprietary, if the PRBP determines that disclosure is required by law.
- Any Proposer asserting confidentiality shall be solely responsible, as the real party in interest, for objecting to disclosure and for defending any action necessary to protect its confidential information, at its own cost and expense.
- The PRBP will not be responsible or liable in any way for any losses or damage the Proposer may suffer as a result of disclosure of information or materials to third parties.

9.4 Further Contract Conditions

The contents of the proposal prepared by the Selected Proposer, with any amendments approved by the PRBP, will become part of the Contract that could be executed with such Proposer as a result of this RFP process.

The Contract shall include, at a minimum, all provisions required under applicable Commonwealth and federal laws and regulations governing contracts funded in whole or in part with public funds, including but not limited to those required under 2 CFR Part 200, as applicable.

Without limiting the foregoing, the Selected Proposer shall be required to provide and maintain, as a condition of contract execution and throughout the term of the Contract, valid and current certifications and compliance documentation, including but not limited to the following:

- Sole Registry of Bidders Certification ("RUL", for its Spanish acronym), issued by ASG pursuant to Regulation No. 9301E-2021, as may be amended from time to time.
- Sole Registry of Professional Services Providers Certification ("RUP", for its Spanish acronym), issued by ASG pursuant to Regulation No. 9302E-2021, as may be amended from time to time.



- Any data generated and/or systems used during the rendering of the Professional Services must comply with the public policies of data and technology issued by the Puerto Rico Innovation and Technology Service (“PRITS”), pursuant to Act No. 75-2019, to the extent applicable.
- Original certifications evidencing that Proposer 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, to the US Government, and to the state or jurisdiction where its base of operations resides, to the extent applicable.
- Commercial Registration Certification, issued by the Puerto Rico Department of Treasury (i.e., *Departamento de Hacienda*).
- Certification of Compliance issued by the Puerto Rico Child Support Administration (“ASUME”). 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 the 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 Office authorized to act on behalf of Proposer, indicating that Proposer, 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 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 Puerto Rico Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and, therefore, does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver’s Insurance issued by the Persons with Non-Occupational Disabilities and Driver’s Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver’s Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.

- No debt Certification and copy of current policy issued by the Puerto Rico State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the Proposer 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 Puerto Rico applies to foreign companies. It indicates that the Proposer 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 Puerto Rico.
- Compliance with applicable requirements levied by Act No. 173-1998, as amended, known as the '*Law of the Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects.*'
- Compliance with Act No. 42-2018, as amended, should be considered hereunder ('*Ley de Preferencia par Contratistas y Proveedores Locales de Construccion*').

All certifications ~~must~~ shall be current, that is, issued within **thirty (30) days** prior to contract execution. The Selected Proposer will be contractually required to abide by the laws of Puerto Rico as governing laws under the Contract.

9.5 Insurance Requirements

Selected Proposer, at its sole cost and expense, shall provide proof of insurance, upon execution of the Agreement by submitting a Certificate of Insurance to the PRBP. As a minimum, Selected Proposer shall provide and maintain insurance consistent with industry practice, required by law and the following minimum types and limits of insurance in compliance with all applicable laws with insurance carriers satisfactory to PRBP.

- Workers' Compensation: Occurrence based coverage providing benefits in the minimal amount required by applicable law, including, if applicable to the supply of goods or services under this Agreement, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act and the U.S. Jones Act.
- Professional Liability insurance to provide for errors, omissions, and negligent acts, for a minimum of \$1,000,000 per claim.
- Commercial General Liability Insurance: Occurrence based coverage with a combined single limit of at least \$1,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of Proposer contained within agreements with PRBP; broad form property damage (including completed operations); and personal injury and

To the fullest extent permitted by applicable law and to the extent of the obligations expressly assumed by the Proposer hereunder, all insurance policies maintained by Selected Proposer in accordance with the requirements set forth above shall include the PRBP as additional insured (except Workers' Compensation) and include a waiver of subrogation in favor of the PRBP. Proposer's insurance shall be regarded as primary and non-contributory with respect to the work outlined in this RFP and the Agreement.

9.6 General Federal Funds Requirements

Given that the Professional Services will be funded with the Available Funding, any Contract executed in relation to this RFP shall be governed by applicable federal terms and conditions, including any applicable circulars issued by the US Government Office of Management and Budget ("US-OMB"). Henceforth, this RFP is intended to be conducted in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as codified under 2 C.F.R. Part 200, et seq., issued by the US-OMB pursuant to the authority granted under 31 U.S.C. § 503 ("Federal Uniform Administrative Requirements"), which outlines the methods of procurement to be followed by non-federal entities, among other things.

Additionally, said potential Contract shall also be governed by any specific terms and conditions set forth by the awarding federal agency(s). Below is a non-exhaustive list of the applicable federal terms and provisions to this RFP and/or the Contract.

The Proposer shall provide a description of experience in dealing with these and any other applicable provisions and requirements and affirmatively certify that the Proposer shall comply (collectively, the "Federal Fund Requirements"):

- National Environmental Policy Act of 1970 ("NEPA"), Pub. L. 91-190
- Tropical Forest Conservation Act of 1998, Pub. L. 115-440
- The United States Agency for International Development's ("USAID") Environmental Procedures, as codified in 22 CFR Part 216
- Executive Order No. 11514 (Protection and Enhancement of Environmental Quality)
- Executive Order No. 12114 (Environmental Effects Abroad of Major Federal Actions)
- Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in NEPA Reviews, as codified in the Federal Register, Vol. 79, No. 247, of December 24, 2014
- Clean Air Act of 1963, Pub. L. 88-206
- Clean Water Act of 1972, Pub. L. 92-500
- Applicable provisions of the Federal Administrative Requirements



- Bipartisan Budget Act of 2018, Pub. L. 115-123
- Additional Supplemental Appropriations for Disaster Relief Act of 2019, Pub. L. 116-20
- Further Additional Supplemental Appropriations for Disaster Relief Requirements, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123)
 - Public Law 115-123 Financial Management and Grant Compliance Certification² (including Addendum A, Addendum B and Addendum C³)
- Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as codified under 42 U.S.C. § 5121, et seq.
- Equal Employment Opportunity requirements, including, but not limited to, those levied in the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Americans with Disabilities Act of 1990, and/or the Civil Rights Act of 1991.
- Contract Work Hours and Safety Standards, 40 U.S.C. § 3701, et seq.
- Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.
- Davis Bacon Act, 40 U.S.C. § 3141, et seq., as amended.
- Copeland Anti-Kickback Act, 40 U.S.C. §. 3145, as amended.
- Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.
- Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701.
- Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793)
- Executive Order No. 12549 of 1986, Debarment and Suspension; and Executive Order No. 12689 of 1989, Debarment and Suspension (codified at 2 C.F.R. Part 180, and 2 C.F.R. Part 3000).
- Mitigation goals outlined in the Puerto Rico State Natural Hazard Mitigation Plan (August 2021) and/or the FEMA-approved local hazard mitigation plans, see 44 C.F.R. Part 201.
- All CDBG- MIT program-specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H

² <https://files.hudexchange.info/resources/documents/CDBG-MIT-Financial-Management-Grant-Compliance-Certification-Checklist.pdf>

³ <https://www.hudexchange.info/resource/5908/cdbg-mit-financial-management-and-grant-compliance-certification-checklist/>



Guideline, Veteran-owned Businesses Policy, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFW AM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG- DR/MIT Website⁴, which are herein included and made an integral part of this RFP and potential Contract, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.⁵

By submitting their respective proposals, Proposers acknowledge, agree, and guarantee the Government Parties' strict observance and compliance with the Federal Fund Requirements to the extent applicable.

9.7 Right of Reconsideration and Judicial Review

Petition for Reconsideration

Any Proposer adversely affected by the selection may file a motion for reconsideration before the OMB within ten (10) days after the electronic notification of OMB's final selection determination.

Motions for reconsideration shall be submitted to faq@smartisland.pr.gov.

The OMB shall resolve petitions for reconsideration within **ten (10) days** of receipt. The OMB's final adjudication of any petition for reconsideration, protest, or request for review shall constitute its final determination for purposes of judicial review. The term to seek judicial review shall begin to run on the date of the notice of the OMB's final determination is sent. If the OMB does not issue a decision within the applicable **ten (10)-day** period, the petition shall be deemed denied by operation of law, and the term to seek judicial review before the Puerto Rico Court of Appeals shall begin to run as of that date.

Any party adversely affected by a final determination of the OMB may seek judicial review before the Puerto Rico Court of Appeals within **twenty (20) days** from the date on which the OMB's final decision is filed and notified. The filing of an appeal for judicial review shall not stay or otherwise delay the award or execution of the contested RFP.

By submitting a proposal, each Proposer acknowledges, agrees, and warrants that it will strictly observe and comply with all applicable Federal Fund Requirements.

⁴ <https://cdbg-dr.pr.gov/en/resources/policies/>

⁵ All procurement transactions for work to be funded by CDBG-MIT must be conducted in full compliance with the standards set forth under 2 C.F.R. §200.318 to §200.327



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GOBIERNO DE PUERTO RICO

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Services



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[ATTACHMENTS AND EXHIBIT PAGES FOLLOW]

ATTACHMENTS

Attachment A — Statement of Qualifications and Experience

Attachment B — Non-Conflict of Interest Certification Form

Attachment C — Non-Conflict of Interest on Existing or Pending Contracts Certification

Attachment D — Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit Form

Attachment E — Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form

Attachment F — Non-Collusion Affidavit

Attachment G — Sworn Statement Under Act 2 - 2018

Attachment H — Anti-Lobbying Certification Form

Attachment I — Authorization for Background and Financial Information

Attachment J — Entity Prior Performance Certification

Attachment K — Certifications and Representations of Offerors for Non-Construction Template

Attachment L — Cost Form

EXHIBITS

Exhibit 1 – PRTRP-Locations

Exhibit 2 – Compliance Evaluation Committee, Evaluation Criteria

Exhibit 3 – Technical Evaluation Committee, Evaluation Criteria



ATTACHMENT A STATEMENT OF QUALIFICATIONS AND EXPERIENCE

If applicable, each Proposer, Team Member, and First-Tier Subcontractor shall submit a completed Statement of Qualifications Form. Only those items not explicitly identified as “Not Applicable to Team Member and First-Tier Subcontractors” shall be completed for Team Members and First-Tier Subcontractors. The Proposer must complete all items.

1. **Entity Data:**

1.1. Proposer’s, Team Members, and/or First-Tier Subcontractor’s Identification:

_____	_____	_____
<i>(Legal Name)</i>	<i>(Year of Establishment)</i>	<i>(Tax ID)</i>
<input type="checkbox"/> Proposer	<input type="checkbox"/> Team Member	_____
	<input type="checkbox"/> First-Tier Subcontractor	<i>(D-U-N-S Number)</i>

1.2. The following named person is hereby authorized to bind the Entity in matters related to the Contract:

_____	_____
<i>(Name)</i>	<i>(Position)</i>

1.3. Physical Address:

<i>(Address Line 1)</i>		

<i>(Address Line 2)</i>		
_____	_____	_____
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>

1.4. Mailing Address:

<i>(Address Line 1)</i>		

<i>(Address Line 2)</i>		
_____	_____	_____
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>

1.5. Contact Information:

_____	_____	_____
<i>(Telephone Number)</i>	<i>(Facsimile Number)</i>	<i>(Email Address)</i>

1.6. The Entity is a(n):

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	_____

1.7. If a corporation, indicate all that apply:

<input type="checkbox"/> Publicly Held	<input type="checkbox"/> Privately Held	<input type="checkbox"/> Subsidiary
--	---	-------------------------------------



1.8. Officers and Directors: Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.9. System for Award Management Registration Information (SAM.gov)

Firms must have an active registration with the System for Award Management AND have been cleared (not suspended or debarred).

- SAM.gov Registration Number: _____
- Provide proof of SAM.gov registration along with your Statement of Qualifications.

2. Capacity to Provide Services:

2.1. Brief History of the Firm: Attach to this Statement of Qualifications the Proposer's company profile establishing experience, past performance, and qualifications of the firm to render the services required in the RFP. See Tab _____

2.2. Organizational Chart: Attach to this Statement of Qualifications the Organizational Chart for the Services. (Not Applicable to First-Tier Subcontractors) See Tab _____

2.3. Has the Proposer been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

- No Yes (See Attachment _____)

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

**(The Proposer must complete this paragraph in addition to the similar Exhibits in this RFP)*



Architectural and Engineering (A/E) Professional Services

2.4. Ongoing Contracts/Projects (Proposers may submit information for up to five (5) ongoing contracts most relevant to the scope of services required under this RFP. If additional projects are listed, only the first five (5) will be considered for evaluation.)

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	No. of Employees Assigned to Project & to Provide A/E and ES Professional Services to OMB	Deliverables of the Project
1								
2								
3								
4								
5								



Architectural and Engineering (A/E) Professional Services

ID	Client Name	Work Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	No. of Employees Assigned to Project & to Concurrently Deliverables of the Provide A/E and ES Project Professional Services to OMB
6							
7							
8							
9							
10							



Architectural and Engineering (A/E) Professional Services

2.5 List of Comparable Projects (Proposers may submit information for up to five (5) ongoing projects most relevant to the scope of services required under this RFP. If additional projects are listed, only the first five (5) will be considered for evaluation.)

ID	Client Name	Work Description	Description of the services provided, including any similar services to the herein required	Execution date of the contract	Entity Name Contact Person Contact Information
1					
2					
3					
4					
5					



Architectural and Engineering (A/E) Professional Services

ID	Client Name	Work Description	Description of the services provided, including any similar services to the herein required	Execution date of the contract	Entity Name Contact Person Contact Information
6					
7					
8					
9					
10					



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3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to Team Member and First-Tier Subcontractors)

3.1. Key Team Members for the Engagement: Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Professional Engineer (PE) or Registered Architect (RA) of Record				(See résumé in Tab ____)
Engineers (EIT) or Architects in Training (AIT)				(See résumé in Tab ____)
Subject Matter Expert (SME)				(See résumé in Tab ____)
Draftsman				(See résumé in Tab ____)



4. Acknowledgement of Addenda (Not Applicable to Team Member and First-Tier Subcontractors)

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

**Certifications continue on the next page*



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Certification:

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

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

In witness thereof, the Entity has executed this Statement of Qualifications this ____ day of ____, 20____.

If Entity is an individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) _____
(State) _____
(Zip Code)

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

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) _____
(State) _____
(Zip Code)



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If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By:

(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) _____
(State) _____
(Zip Code)

If Entity is a corporation:

(Printed Name of Corporation)

(Corporate Address Line 1)

(Corporate Address Line 2)

(City) _____
(State) _____
(Zip Code)

By:

(Signature of Officer)

(Printed Name of Officer)

(Title of Officer)

Attest:

(Secretary)

[CORPORATE SEAL]

(Jurisdiction of Incorporation)



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Attachment B
NON-CONFLICT OF INTEREST CERTIFICATION

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ (“the Proposer”) for the procurement process referenced in the title of this document (“Procurement Process”). In such regard, I hereby certify that:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process and that, likewise, has had no direct or indirect financial interest with these for the past four (4) years.
2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.
3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process.
4. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with a public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

The Procuring Entity is highly committed to management excellence and promotes the effective use of government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers, and Proposers for Economic Incentives of the Government of Puerto Rico.

Continues on the next page,



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In light of the above, I, the Proposer’s Authorized Representative, also certify that:

I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Proposers for Economic Incentives of the Government of Puerto Rico. I recognize that this is an essential requirement for executing transactions or setting up agreements with the Procuring Entity.

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

(Date)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer, who I personally known or have identified by his/her _____.

Public Notary



Attachment C
NON-CONFLICT OF INTEREST CERTIFICATION
ON EXISTING OR PENDING CONTRACTS

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ (“the Proposer”) for the procurement process (“Procurement Process”). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term “potential conflict” means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when “the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract”. Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing



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technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

Signature of Proposer's Authorized Representative

Date

Printed Name of Proposer's Authorized Representative



Attachment D LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS AFFIDAVIT

By signing this Certification, the Proposer certifies that the firm, business, or person submitting the proposal has not been LDP, suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State, or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in the rejection of the proposal or cancellation of a contract. The OMB also may exercise any other remedy available by law.

In _____, this _____ day of _____ of _____ 20 _____.

(Name of Firm)

By: _____
(Signature of Proposer)

(Printed Name of Proposer)

(Position)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20 _____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer, who I personally known or have identified by his/her _____.

Public Notary



Attachment E CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the Proposer learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this Certification.

In _____, this _____ day of _____ of _____ 20____.

(Name of Firm)

By: _____
(Signature of Proposer)

(Printed Name of Proposer)

(Position)

[OATH ON THE FOLLOWING PAGE]



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Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____
day of _____, 20____, by _____ of legal age,
_____ (civil status), _____ (occupation) and resident of
_____, _____, in his/her capacity as _____ of
Proposer, who I personally known or have identified by his/her
_____.

Public Notary



Attachment F NON-COLLUSIVE AFFIDAVIT

I, _____, being first duly sworn, deposes and says:

_____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Municipality of _____ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Name of Firm)

By: _____
(Signature of Proposer)

(Printed Name of Proposer)

(Position)

Affidavit No: _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer. Who I personally known or have identified by his/her _____.

Public Notary



Attachment G SWORN STATEMENT Act 2-2018, Anti-Corruption Code for a New Puerto Rico

_____, in my personal capacity and
 I, _____ in
 representation _____ ("Respondent" or
 of _____ "Bidder"),
 Tax I.D. _____, of legal age, with
 Number _____ profession:
 _____, marital _____ and resident
 _____ status: _____ of
 _____, do hereby solemnly swear as follows:]

1. My name and personal circumstances are as stated above.
1. As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.
2. As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.



3. As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.
4. As of the date of execution of this sworn statement and **for the ten (10) years prior**, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.
5. I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services and Proposers for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.
6. I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.
7. The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Proposers for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.
8. I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this RFP.
9. I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.

NOW THEREFORE, I hereby swear and sign this statement in _____,

_____ , on _____ this _____ day of _____, 20 ____ .]



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DEPONENT

OATH

AFFIDAVIT
NUMBER: _____

SWORN AND SUBSCRIBED before
me by _____,
with the aforesaid personal circumstances and whom I have identified by means of
_____, in _____,
on
this _____ day of _____, 20_____.

NOTARY PUBLIC

[As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]



Attachment H ANTI-LOBBYING CERTIFICATION

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

The _____, certifies or
Proposer _____ affirms
the truthfulness and accuracy each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



SF-LLL Instructions

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other



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aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if known: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. (a) Name and Address of Lobbying Registrant: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
(b) Individual Performing Services (Including address of different from No. 10a): Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the		
_____ <i>Signature</i>		
_____ <i>Printed Name</i>		
_____ <i>Title</i>		



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required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.	Date
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

DISCLOSURE OF LOBBYING ACTIVITIES Continuation Sheet

Reporting Entity:	_____	Page _____	of _____
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Attachment I

AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL INFORMATION

By signing this Authorization, the Proposer authorizes the Puerto Rico Department of Housing (PRDOH) and the Puerto Rico Office of Management and Budget to seek any background and/or financial information it deems necessary to evaluate the Proposer's capacity financial in connection to the Request for Proposal (RFP), as the case might be, under the Community Development Block Grant - Mitigation Program (CDBG-MIT).

Name of Proposer Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



Attachment J ENTITY PRIOR PERFORMANCE CERTIFICATION

1. Has the Proposer been notified with a “Letter of Concern”, which refers to any written communication from a government entity notifying the Proposer, warning, or cautioning about the Proposer’s performance under a contract to provide services.

Yes No Other (Specify):

If yes, provide a copy of every “Letter of Concern” received from and as a contractor of a government entity.

2. Has the Proposer been found in default of contract terms with any contracting entity?

Yes No

If yes, indicate below if a Performance Bond or other means was used to resolve the default issue:

Yes No Other (Specify):

Name of Surety Company:

Telephone of Surety Company:

Contact Person of Surety Company:

Provide an explanation regarding the circumstances that created the need for the contracting entity to invoke the terms of the Performance Bond, or other means, to include the current status of the matter (Include additional sheets if necessary).

Proposer Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



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Attachment K
Certifications and Representations of Offerors
Non-Construction Contract



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U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for non construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or

(3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and



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- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:



Attachment L COST FORM

Name of Proposer:

I. Architectural and Engineering (A/E) Professional Services: Deliverables, Tasks, Requirements, and Identification of Applicable Permits and Endorsements

Description	Total Fees Lump Sum (All PRTRP- Locations)
1. Project Management and Coordination	\$
2. Preparation of Initial Assessment at 30%	
3. Preparation of Initial Assessment at 60%	
4. Preparation of Initial Assessment at 100%	\$
Total Cost	\$

Notes: The Proposer must consider all tasks and responsibilities as outlined in the RFP Sections. For each delivery, the Selected Proposer shall present drawings, specifications, take-off, cost estimate and any other deliverables as requested by the OMB, the Oversight Manager, the Grant Manager, or PRDOH.

The Cost Form Document continues on the next page



II. Architectural and Engineering (A/E) Planning-Level Initial Assessment Services: Deliverables, Tasks, Regulatory Requirements, and Permit/Endorsement Identification

Description	Rate per Hour (per PRTRP-Location)
Initial Assessment Services (Per Hour)	
Professional Engineer (PE) or Registered Architect (RA) of Record	\$
Engineers (EIT) or Architects in Training (AIT)	\$
Subject Matter Expert (SME)	\$
Technical / Drafting Support	\$
Project Manager	
Total Cost	\$

The Cost Form Document continues on the next page.

III. Summary of Costs for Architectural and Engineering Services

Description	Total
1. Architectural and Engineering (A/E) Initial Assessment Services – Initial Site Assessments and Reports, Planning-Level Technical Development, Progressive Deliverables, and Identification of Applicable Permits and Endorsements	\$
2. Allowance⁶ – Planning-Level Supplemental A/E Services (Up to 10% of Phase 1 Initial Assessment Costs)	\$
Total Cost	\$

Proposer’s Authorized Representative Signature

Date

Proposer’s Authorized Representative Printed Name

⁶ In accordance with the requirements of this RFP, planning-level studies and technical analyses that are dependent on site-specific conditions, specialized expertise, or additional technical evaluation are excluded from the base scope of services and are addressed through a separate Allowance Budget. This allowance is intended to support, as needed and upon authorization, services including but not limited to specialized engineering analyses, structural evaluations beyond standard condition assessments, environmental and other site-specific technical studies, geotechnical investigations, telecommunications systems analysis, planning-level permitting and regulatory coordination, and other supplemental technical evaluations required to inform future project phases. The allowance has been established based on anticipated levels of effort and historical benchmarks for comparable projects and represents approximately ten percent (10%) of the total Phase 1 Initial Assessment services cost.



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Proposer's Company Printed Name



EXHIBIT 1
PRTRP-Locations

The Proposer shall acknowledge review of Exhibit 1 – PRTRP Locations and confirm that its proposal accounts for the full site inventory identified therein.



Exhibit 2 Compliance Evaluation, Evaluation Criteria

Pursuant to **Section 8.0** of this RFP, the Compliance Evaluation will consider the following criteria in its assessment of the proposals received under this RFP:

I. General Format & Submission Requirements:

- 1.1 Proposal received within the Proposal Due Date.....(15 Points)
- 1.2 Proposal Compliance with the Format Requirements(5 Points)
- 1.3 Proposal Responsiveness to the RFP General Requirements.....(5 Points)

TOTAL: 25 Points

II. Proposal Contents and Organization:

Did the proposal include the following requirements?

- 2.1 Cover Letter & Executive Summary(5 Points)
- 2.2 Firm Background & Team Qualifications(10 Points)
- 2.3 Availability of Resources(10 Points)
- 2.4 Work Plan(10 Points)
- 2.5 Local Engagement Approach(5 Points)
- 2.6 Scope of Work/Services Experience & References(10 Points)
- 2.7 Budget/Cost Form(10 Points)
- 2.8 Financial Information(5 Points)

TOTAL: 65 Points

III. Compliance Forms:

Did the proposal include the following Compliance Forms?

- 3.1 Attachment A — Statement of Qualifications and Experience.....(4 Points)
- 3.2 Attachment B — Non-Conflict of Interest Certification Form
- Attachment C — Non-Conflict of Interest on Existing or Pending Contracts Certification
- Attachment D — Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit Form
- Attachment E — Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form
- Attachment F — Non-Collusion Affidavit
- Attachment G — Sworn Statement Under Act 2 - 2018
- Attachment H — Anti-Lobbying Certification Form
- Attachment I — Authorization for Background and or Financial Information
- Attachment J — Entity Prior Performance Certification
- Attachment K — Certifications and Representations of Offerors for Non-Construction Template.....(2 Points)
- 3.3 Attachment L — Cost Form(4 Points)

TOTAL: 10 Points



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TOTAL EVALUATION SCORING: 100 Points



Exhibit 3 Evaluation Committee, Evaluation Criteria

Pursuant to this RFP, the Evaluation Committee will consider the following criteria in its assessment of the proposals received under this RFP:

I. Technical Review: Work Plan, Structure, Key Personnel & References

Work Plan	(12 Points)
Technical Approach	(10 Points)
Key Personnel	(6 Points)
Organizational Structure	(5 Points)
References	(2 Points)

TOTAL: 35 Points

II. Technical & Programmatic Review: Experience & Qualifications

Background on Firm	(10 Points)
Executive Summary, and Experience.....	(8 Points)
Team Qualifications	(7 Points)
Local Engagement Approach.....	(3 Points)

TOTAL: 25 Points

III. Financial Review: Financial Condition & Budget Breakdown (Cost Form)

Proposed Cost Breakdown ⁷	(15 Points)
Financial Statements	(10 Points)

TOTAL: 25 Points

IV. Programmatic Review: Inclusion of SMWOB & Local Parties

Inclusion of Small, Minority, Veteran-Owned and Women-Owned Business	(5 Points)
Engagement of Local Parties/Knowledge Transfer	(5 Points)

TOTAL: 10 Points

V. Proposal Completeness and Responsiveness

Degree to which the proposal is complete, organized, and responsive to the requirements of the RFP, including submission of all required forms, certifications, and supporting documentation

(5 Points)

TOTAL: 5 Points

TOTAL EVALUATION SCORING: 100 Points

⁷ Points for the “Proposed Cost / Budget Breakdown” criterion shall be assigned using the Best Value Method. The lowest evaluated cost proposal received from a responsive and responsible Proposer shall receive the maximum available points for this criterion. All other proposals shall receive a proportionate score calculated as follows:

Cost Score = (Lowest Proposal Cost Received / Cost of the Proposal being Evaluated) × (Max. Cost Proposal Points)