

**GOBIERNO DE PUERTO RICO**

**DEPARTAMENTO DE DESARROLLO ECONÓMICO Y COMERCIO**

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## **REQUEST FOR PROPOSALS RFP**

**RFP NUMBER DDEC-2023-1026**

### **Architectural and Engineering Services**

**REQUEST FOR PROPOSAL  
A/E (ARCHITECTURE/ENGINEERING) DESIGN, PERMITTING & PROJECT MANAGEMENT SERVICES  
DURING CONSTRUCTION FOR  
REMODELING PROJECTS  
AT PRIDCO HEADQUARTERS, PROJECT S-1340-0-82-00,  
MUNICIPALITY OF SAN JUAN**

**Issued Date:**

**January 16, 2023**

Issued by

Department of Economic Development and Commerce

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San Juan, PR, 00936-2350

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## **1. Background and Introduction Information**

### **1.1 General Nature of Services**

The Department of Economic Development and Commerce (DDEC) is soliciting design firms (Consultants) with expertise in appropriate A/E design, permitting and project management services during construction for remodeling projects located at PRIDCO Headquarters in the Municipality of San Juan (hereinafter “Project”). The Consultant selected must have the ability to provide the full range of services or to team with sub consultants necessary to complete the A/E design, permitting and construction services.

The selection process shall include review of proposals for A/E Design, Permitting & Project Management Services during Construction by the DDEC Selection Committee.

### **1.2 Background**

The Department of Economic Development and Commerce (DDEC) consolidated several agencies under one umbrella entity. Each agency needs to be relocated in office spaces within PRIDCO building. DDEC has recently agreed to complete a series of remodeling projects for a new distribution that must be adapted to the different functions that are being consolidated. The new design and construction will meet all applicable codes and regulations. Please refer to the presentation provided to see the areas suggested (Exhibit A). The selected areas will be remodeled and provided with new furniture and finishes as needed. DDEC will provide access to building drawings and other documents related to the project.

### **1.3 Scope of Service**

This Request for Proposal (RFP) is for the A/E design, permitting and project management services during construction for some remodeling areas within the building. The new construction will meet all applicable codes and regulations. The remodeling areas and services to be provided to DDEC are outlined below. Any services that may affect interruptions of services will have to schedule during the hours that would minimize the disruption of ongoing services.

#### **a) Remodeling Areas**

- PRIDCO's 4<sup>th</sup> floor - approximately 32,941.45 square feet – Offices to be in this area will be defined before schematic phase.
- PRIDCO's 3<sup>rd</sup> floor - approximately 23,991.86 square feet - Offices to be in this area will be defined before schematic phase.
- PRIDCO's 2<sup>nd</sup> floor - approximately 21,965.51 square feet - Offices to be in this area will be defined before schematic phase.
- Remodeling areas that hold the following equipment:

<b>Lobby - Elevator #1 and #4</b>	<b>Brand:</b> Motion Control Engineering. <b>Num. of Stops:</b> 5 <b>Capacity:</b> 3,000 pounds <b>Type:</b> Hydraulic <b>Speed:</b> 150 FPM <b>Door:</b> Center Opening
<b>Lobby - Elevator #2, #3, #5 and #6</b>	<b>Brand:</b> Motion Control Engineering. <b>Num. of Stops:</b> 4 <b>Capacity:</b> 3,000 pounds <b>Type:</b> Hydraulic <b>Speed:</b> 150 FPM <b>Door:</b> Center Opening
<b>Cargo Area - Elevator #7</b>	<b>Brand:</b> General Control <b>Num. of Stops:</b> 6 <b>Capacity:</b> 5,000 pounds <b>Type:</b> Hydraulic <b>Speed:</b> 150 FPM <b>Door:</b> Vertical

**b) A/E Design & Construction Services**

All proposals are expected, at minimum, to provide the following:

- Assessment/ As-built Rectification - Prepare as-built drawings of the existing area necessary for project design. Data rectification is required.
- Complete Turnkey Design (Architectural, MEP, Fire Protection, Others as necessary)
- Prepare a preliminary project schedule that delineates the design approach. Illustrate key milestone dates for phase design and construction.
- Facilitate design development process.
  - Project Definition Phase:
    - Schematic Design: consists of a graphic layout representing a solution for the requirements defined by the client. Represents a 30% of design drawings and a conceptual cost estimate.
  - Design Phase
    - Preliminary Design: develops a more exact graphic representation of the project. The permit procurement process starts in this phase. Represents a 60% of plans, preliminary technical specifications, and a preliminary construction cost estimate.
    - Bid Set: consists of a final construction estimate and a 90% drawing set and technical specifications.
    - Permit Procurement: consist of a process for the preparation,

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- submittal, and procurement of the requires permits, endorsements, as required by local and federal laws.
- Bid Phase: assists the client during the bidding phase of the project.
  - Project Management Services during Construction: assists the contractor with permit procurement, observes the construction work, reviews of certification for payments to the contractor, review of requests for information (RFI's) and change orders, and visits the project until the date/dates of substantial completion and final completion.

#### 1.4 Eligibility

By submitting a Proposal in response to this RFP, all Proponents agree to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

The award of this RFP will be made on a “best value” basis from proposals that comply with all requirements. The Department of Economic Development Commerce reserves the right to award the contract to other than the lowest priced bided.

#### 1.5 Who is Eligible?

This Request for Proposals (RFP) is issued to qualified Licensed Professionals and Professional Firms, with no legal impediments to contract with the Department of Economic Development Commerce.

All natural or juridical persons, licensed professionals –Architects and Engineers– authorized to do business within the United States and its territories (including the Commonwealth of Puerto Rico) may participate as proponent in this RFP. Proponents must provide evidence of compliance with all requirements by law to conduct business in Puerto Rico and contract with Puerto Rico Government.

Notwithstanding the above, proponents that are suspended or debarred by the federal government from participation in governmental contracts are ineligible to participate in this RFP, as provided in Executive Orders 12549 and 12689.

Additionally, neither the proponent, nor any person or entity associated who is partnering with proponent may have been the subject of any adverse findings that would prevent Agency from selecting proponent. Such adverse findings include, but are not limited to, the following: negative findings from a Federal Inspector General or from the Government of Puerto Rico, or any other state when the proponent is the defendant and is related to his performance under a contract or his business responsibilities; arson conviction or pending case; harassment conviction or pending case; Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings; In rem foreclosures; sales tax lien or substantial tax arrears; Fair Housing violations or current litigation; defaults under any federal and Puerto Rico-sponsored program; a record of substantial building code

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violations or litigation against properties owned or managed by the proponent or by any entity or individual that comprises the proponent; past or pending voluntary or involuntary bankruptcy proceeding; federal conviction for fraud, bribery, or grand larceny.

Also, Puerto Rico laws prohibit contracting with persons or with entities whose key personnel, controlling stakeholders, partners, officials, managers, employees, subsidiaries or holding companies have been convicted under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethic of Puerto Rico; any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code; any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico; or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Articles 6.8 of Act No. 8-2017, as amended, known as the Act for the Administrations and Transformation of Human Resources in the Government of Puerto Rico; or for similar felonies in federal or states' jurisdictions. The public policy adopted by the Government extends these prohibitions to determinations of probable cause for arrest for such crimes. Proponents must fully disclose if such investigations or procedures are initiated against said person at any moment. The Department of Economic Development Commerce may disqualify a proponent for lack of disclosure or misleading information in this regard.

#### 1.6 Collusions

Collusion is strictly forbidden. The Department of Economic Development Commerce shall disqualify any proponent who engages in collusion or other similar misconduct with respect to the RFP process. Proponents must refer to **Attachment G, Non-Collusive Affidavit, section 9**.

#### 1.7 Non-Legal Obligation

This RFP does not oblige the Government of Puerto Rico or the Department of Economic Development Commerce to award or execute the Contract. The Department of Economic Development Commerce may amend the terms and conditions of this RFP at any time, or cancel it and reissue it, to best serve the needs of the Agency. This RFP does not oblige the Agency in any manner, including but not limited to *culpa in contrahendo*, promissory estoppels or one's own acts doctrine.

Each prospective proponent shall bear its own cost for all consulting, legal, accounting fees, and other expenses incurred by it in connection with participation in this RFP process, including proposal and presentation expenses, among others. The Department of Economic Development Commerce shall have no responsibility for any or all such costs. By submitting a response to this RFP, the proponent agrees that in no event will the Department of Economic Development Commerce or any of its employees, advisors, or representatives, be liable, under any circumstances, for any claim, or to reimburse or

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compensate the proponent in any manner whatsoever, including but not limited to costs of preparation of the proposal or any responses related to it, loss of anticipated profits, loss of opportunity, or for any other matter.

### 1.8 Condition Precedent for Contracts

The proponent to which a contract is to be awarded shall provide all documents and certifications required by law to execute the contract within the time required by the Department of Economic Development Commerce after the day of the award notification. The list of documents will be provided as an attachment to this RFP.

### 1.9 Errors or Omissions in Proposals

Proponents shall use the utmost care to make sure their proposals are complete and error-free when submitted. Proponents are responsible to include all amendments or addenda in their proposals. The Department of Economic Development Commerce is not obligated whatsoever to confirm or verify that proponents have consulted for amendments with Edgardo Lugo or Edwin Pérez, Manager or Director, Building Maintenance Division Person in charge of responding inquiries [edgardo.lugo@pridco.pr.gov](mailto:edgardo.lugo@pridco.pr.gov) or [Edwin.Perez@ddec.pr.gov](mailto:Edwin.Perez@ddec.pr.gov) on behalf of the Department of Economic Development Commerce.

Questions shall be delivered by electronic mail. All requests for interpretation shall be brought to the attention of DDEC in writing no later than Question Due date, indicated above. Questions should be addressed to:

Mr. Edgardo Lugo Arrufat / Mrs. Yizell Domínguez Cortés  
Manager / Supervisor  
Building Maintenance Division  
[edgardo.lugo@pridco.pr.gov](mailto:edgardo.lugo@pridco.pr.gov) / [yizell.dominguez@pridco.pr.gov](mailto:yizell.dominguez@pridco.pr.gov)

Proposals may be corrected before the submission deadline which is February 28, 2023. After submission deadline, the proponent bears the burden of submitting an adequately written proposal that contains all the information required under an RFP. The Agency may allow a proponent to correct a mistake or clerical error in a proposal through clarifications (as opposed to discussions), only when both the existence of the mistake or error and the amount intended by the proponent are apparent from the face of the proposal. Mistakes or clerical errors shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal.

In the event of any discrepancies, omissions, or errors in this RFP, or in the event of doubt



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on the offer as to their intent or meaning, the proponents shall direct, in writing all inquiries to the Agency contact before the submission dateline provided herein.

The Department of Economic Development Commerce shall not be responsible or liable for errors or misrepresentation that results on forms of solicitations that are inadvertently incomplete,ambiguous, inconsistent, or obviously erroneous.

### 1.10 Anticipated Legal Basis

The interpretation of the terms and words included here will be based on actual Industry Standards. These terms include the present and future, singular and plural, masculine, feminine, and neutral, unless the result of interpretation is not adequate.

All proposals must be submitted on, and in accordance with, the forms included in this RFP.

During the evaluation process the Department of Economic Development Commerce reserves the right, where it may serve the agency interests, to request additional information or clarifications from proponents, or to allow corrections or omissions. At the discretion of the Department of Economic Development Commerce, proponents may be requested to make oral presentationsas part of the evaluation process. Submission of a proposal indicates acceptance of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted in the contract between the Department of Economic Development Commerce and the selected architectural/ engineering firm.

## **2. RFP Purpose and Objectives**

### 2.1 RFP Contact Information

The Department of Economic Development Commerce (The Puerto Rico Department of Economic Development Commerce) appoints Eng. Guillermo Montes to act as the Authorized Agent, and to manage this Request forProposals. All communications (during this RFP process, and for submissions) must be addressed, by email, to the following contact:

Edgardo Lugo or Edwin Pérez  
Manager or Director  
Building Maintenance Division  
355 FD Roosevelt Avenue  
Hato Rey, PR 00918

Direct communication with other Department of Economic Development Commerce personnel or consultants during, and with regards to this RFP, is strictly prohibited.

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Communications to others than the contact provided by the Department of Economic Development Commerce, with regards to this RFP, will be grounds for disqualification and rejection of the offer of the party violating this requirement.

Copy of this RFP and all amendments, response to questions, agenda and changes in the schedule will be notified by the Agency to the email address provided by the proponents. The proponent must exercise due care to be aware of such changes. Any proposal that does not adhere to up-to-date information will be considered non-responsive.

The Department of Economic Development Commerce shall inform the A/E Firm, in due time, any additional Authorized Personnel – Agents, Officials and Consultants (Professional or Technical) – that will be responsible for reviewing documents and approving processes for The Project.

**2.2 Due Date :**

Copies Required: One unbound original of your proposal, two (2) copies and a digital copy (CD or USB drive), including separate cost proposal for Services during Construction work signed by an authorized representative, shall be delivered to: Building Maintenance Division, 355 F.D. Roosevelt Avenue, Room 302, Hato Rey PR 00918, **ON OR BEFORE FEBRUARY 28, 2023 AT 11:00 AM**. All copies of the proposals must be under sealed cover and plainly marked as “A/E Design, Permitting and Services during Construction for Remodeling Projects at PRIDCO Headquarters, Project S-1340-0-82-00.”

Failure to submit any of the required documents specified herein may result in disqualification or rejection of a Bid Proposal. Site visit will be scheduled on Wednesday, January 30, 2022 at 10:00 am and is compulsory.

**2.3 RFP Timeline**

The projected timeline for this RFP is as follows:

<b>Target Date</b>	<b>Event</b>
January 16, 2023	Publication of RFP
January 30, 2023 – 10:00am	Site Visit Presentation (Mandatory)
February 7, 2023 – until 12:00pm	Deadline to Submit Questions no later than 4:00 PM AST
February 8, 2023	Department of Economic Development Commerce will provide Consolidated Responses to Questions
February 28, 2023	Proposal submission deadline. <b>Proposals must be submitted by February 28, 2023, no later than 11:00am -</b> . The date of receipt of the proposal shall be the date of the receipt of the

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	email
March 7, 2023	Selection/Short list.
March 14, 2023	Consultant Short list.
March 20, 2023	Revised Proposals.
March 27, 2023	Recommendation for Selection

This is the expected process and timeline schedule for this RFP. **This timeline is subject to change at the discretion of the Agency.** Changes to the timeline will be submitted on corresponding addenda through electronic email. It is the responsibility of the proponents to periodically review their communication for any changes to this timeline.

Failure to follow the projected timeline for this RFP and its instructions might lead the proponent to be deemed non-responsive and the proponent’s disqualification for the evaluation process.

**Proposals received after due date/ hour will not be accepted.**

The Proponent will be notified, via email or telephone, within twenty-four (24) hours after submission, to confirm receipt of the Proposal & Supporting Documents by the Department of Economic Development Commerce.

2.4 Design & Construction Phases milestone dates

The proposed professional services must be executed in a **maximum of three months (3 months)** period after award of contract and signing, with the option of additional extensions to guarantee projects completion and closeout; however, execution less than the period of time described above would be well received.

A detailed execution schedule must be provided. Notwithstanding, when the contract is signed and executed by the parties, the time of performance of the contract to be awarded begins when the contract is duly registered at the Comptroller of Puerto Rico’s Registry of Contracts. No services shall be provided nor requested before that date.

**Construction commencement date:**

The Department of Economic Development Commerce shall provide to the A/E Firm a schematic Schedule of Construction Works, indicating an estimated commencement date for the Project.

2.5 The A/E Firm’s Representative, Authorized Agent & Consultants

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The A/E Firm, led by a duly Licensed Professional in Puerto Rico, shall also identify a representative authorized to act on behalf of the firm with regard to the Project, and within the Project's premises – for project visits, inspections, meetings, observations, tests or assessments.

The Authorized Firm's Agent must be a Licensed Professional, and not an Intern or an Architect-in-Training.

## 2.6 The A/E Firm's Professional Consultants

The A/E Firm shall provide to the Department of Economic Development Commerce a List of Professional Consultants – Architects, Engineers (Structural, Mechanical, Electrical, Civil, Geological, etc.), Laboratories and others – with whom the A/E Firm is to Team-up if needed per The Project's needs.

The List of Professional Consultants must provide, for each Consultant, the following information: credentials (Certificate by the Board of Examiners, Registration ID with the Architects Association, or the Engineers Association), brief List of Projects, and corporate registry number in the Department of State of Puerto Rico.

### **Designating a Construction Inspector**

The A/E Firm will also appoint a qualified Licensed Architect/ Engineer, as a legally separate third party, as the Designated Inspector of The Project to act as the Department of Economic Development Commerce Representative, during the Construction Phase, and exclusively with regards to the progress of the Project.

## 2.7 Accuracy of this Section: INITIAL INFORMATION

The Department of Economic Development Commerce and the A/E Firm may rely on this Section, INITIAL INFORMATION. Both parties, however, recognize that the Initial Information – **The Program for the Project** and other related documents – may materially change and, in that event, the Department of Economic Development Commerce and the A/E Firm shall appropriately adjust the A/E Firm's services, Scope of the A/E Firm's Services, or the A/E Firm's compensation.

The Department of Economic Development Commerce shall adjust the budget for the Cost of the Work and anticipated design and construction milestones, as necessary, to accommodate material changes in the Section INITIAL INFORMATION.

## **3. Architecture/Engineering Firm's Responsibilities**

### 3.1 The Proponent's Credentials

The A/E Firm represents that its Principal is properly licensed in Puerto Rico and shall cause such services to be performed by appropriately licensed Architecture/ Engineering professionals.

The Proponent must provide the following basic information: credentials (Certificate by the Board of Examiners, Registration ID with the Architects Association, or the Engineers Association), brief List of Projects, and corporate registry number in the Department of State of Puerto Rico.

The A/E Firm shall perform professional services consistent with the professional skill and care ordinarily provided by Licensed Professionals practicing in the same locality under the same or similar circumstances. The A/E Firm shall perform professional services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### 3.2 Conflict of Interest

The A/E Firm certifies and warrants that, to the best of its knowledge and belief, 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 damage; (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 Agency to make a determination with respect to this Contract.

The A/E Firm shall notify the Department of Economic Development Commerce as soon as possible if this contractor any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest. The Respondent shall explain the actual or potential conflict in writing in sufficient detail so that the Department of Economic Development Commerce is able to assess such actual or potential conflict.

The A/E Firm must provide a list of any other current or prior consulting contracts that the firm has/had with Department of Economic Development Commerce or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico, including agencies and public corporations, municipalities, the Legislative Assembly and the Judicial Branch (Please include the list with the requested documents in Attachment F).

In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in

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

Note that the Department of Economic Development Commerce may in the future request a list of direct or indirect relationships the A/E Firm or its professionals have to officials of the Department of Economic Development Commerce or other governmental agency or public corporations of Puerto Rico.

It is necessary to reiterate that all work experience related to the Government of Puerto Rico and/or (PNPs), if any, must be described in detail. The description should include, but not be limited to: (1) time period, (2) resources managed, (3) agencies and/or entities to which services were provided and (4) responsibility in such roles with their respective deliverables.

The A/E Firm certifies and warrants that, to the best of its knowledge and belief, no employee, agent, consultant, officer, or elected official or appointed official of the State, or of a unit of local government, or of any designated public agencies, or sub recipients which are receiving federal or state grant funds who exercise or have exercised any functions or responsibilities with respect to grant activities assisted by the grant who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The A/E Firm certifies that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this proposal. The A/E Firm further certifies that in the performance of the contract that may be entered with the Department of Economic Development Commerce no person having any such interest shall be employed or have any financial interest as already stated.

The A/E Firm, likewise, certifies and acknowledges that the Firm, nor its employees, agents, consultants, authorized agents, or company officers shall participate in the Bidding Procedures to become the awarded Contractor for the Construction Project.

The A/E Firm agrees that if after award it discovers an organizational conflict of interest with respect of the contract, it shall make an immediate and full disclosure in writing to the Department of Economic Development Commerce which shall include a description of the action which the contractor has taken or intends to eliminate or neutralize the conflict.

Moreover, in the event of real or apparent conflicts of interest, the Department of Economic Development Commerce reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions

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upon the A/E Firm. The A/E Firm shall accept any reasonable conflict mitigation strategy employed by the Department of Economic Development Commerce, 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.

The Department of Economic Development Commerce reserves the right to cancel any contract awarded pursuant to this RFP with a thirty (30) days' written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to the Department of Economic Development Commerce satisfaction.

### 3.3 A/E Firm's Insurances

The A/E Firm shall maintain active insurances according to **Attachment H, Insurance Requirements**, until the termination of the Professional Services.

## 4. Scope of Work

### 4.1 Scope of Services

The A/E Firm shall manage the professional services, research applicable criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Department of Economic Development Commerce. It is very much expected that the A/E Firm will perform public presentations as needed, to present the Project to the public, governmental authorities (Federal or State), and other entities with jurisdiction.

The A/E Firm shall coordinate its services with other services, provided by the Department of Economic Development Commerce or its consultants, if any. The A/E Firm shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Department of Economic Development Commerce and its consultants. The A/E Firm shall provide prompt written notice to the Department of Economic Development Commerce if the A/E Firm becomes aware of errors, omissions, or inconsistencies in such services or information.

The Awarded Architecture/ Engineering Firm shall prepare Construction Documents & Specifications for the Repairs and Minor Improvements for the Cybernet Building, (hereinafter the "**Project**"). The awarded Architecture/ Engineering Firm, hereinafter 'The A/E Firm' shall be deemed as the Record Architect/Engineer of the Project and shall prepare Architectural & Engineering Construction Documents and Specifications for The Project, in addition to damages' list and the workplan to address all the repairs and minor improvements identified as part of the A/E Firm evaluation.

### 4.2 Schedule of Professional Services

The awarded A/E Firm shall assist the appointed Project Manager by the Agency in preparing Project Schedules, Design Options, Costs Estimates, and advise on appropriate construction methods.

The A/E Firm shall submit, for the Department of Economic Development Commerce approval, a Schedule of Professional Services. The schedule shall include allowances for periods of time required for the Department of Economic Development Commerce review, and for approval of submissions by authorities having jurisdiction over the Project.

Once approved by the Department of Economic Development Commerce, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the A/E Firm. With the Department of Economic Development Commerce approval, the A/E Firm shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

#### 4.3 Pre-Design Professional Services

### **Asbestos Containing Building Materials Inspection Report**

The A/E Firm shall read and either accept the Report provided or recommend a revision to include the areas not surveyed (see **Section 2.2** of the Report). This report will be provided to the proponents once they confirmed their formal participation in the RFP.

### **Walk-through of the Facilities by the A/E Firm**

The A/E Firm shall visit the facilities and shall identify the extent of the damages caused. Thus, the Firm will be able to define which Professional Consultants to include in the Professional Team.

**(a) Structural Design:**

Assessment of existing conditions and damaged equipment, and Structural Plans & Specs (as needed)

**(b) Mechanical Design (Air Conditioning & Plumbing):**

Assessment of existing conditions and damaged equipment, and Mechanical Plans & Specs (as needed)



**(c) Electrical Design:**

Assessment of existing conditions and damaged equipment, and  
Electrical Plans & Specs (as needed)

**4.4 Permits – Construction Permit, Certificate of Occupancy (Permiso de Uso)**

The A/E Firm shall prepare and apply for permits required by local authorities – Permits Management Office (OGP) – and for endorsements required by appertaining Utility Companies servicing the Project. The A/E Firm shall respond to applicable design requirements imposed by the authorities having jurisdiction on the Project.

**4.5 Architectural Design Services**

In case the Department of Economic Development Commerce decides to add to the Project Architectural Design Services – Interior Floor Layouts, New Building Layout (Additions, Remodels) – then the A/E Firm shall prepare and present, for the Department of Economic Development Commerce approval, a Preliminary Design illustrating the scale and relationship of the Project components and areas.

**4.6 Construction Documents Phase**

Based on the Department of Economic Development Commerce approval of the Project the A/E Firm shall prepare Construction Documents (Plans & Specs). The Construction Documents shall illustrate and describe detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

The Construction Documents & Specifications shall illustrate and describe the further development of approved architectural design (if any, and according to Section 4.5), and shall consist of Plans and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work. In preparing the Construction Documents & Specifications for the Project, the A/E Firm acknowledges that the Documents shall exceed the minimum requirements by the industry standards for construction – established by the Puerto Rico Building Code and the International Codes Council (including, but not limited to, the International Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Accessibility Standards and other applicable Codes in Puerto Rico)

The Department of Economic Development Commerce and the A/E Firm acknowledge that, to perform the construction works, the Contractor must provide additional

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In achieving optimum standards for the Project, it is mandatory that the A/E Firm provides Construction Documents & Specifications dully stamped by the corresponding consultant (also considered the subject matter expert). This is:

1. Mechanical & Plumbing Plans & Specs must be stamped by a Mechanical Engineer,
2. Electrical Plans & Specs stamped must be by an Electrical Engineer,
3. Structural Plans & Specs stamped must be by a Structural Engineer,
4. Architectural Details must be stamped by a Registered Architect.
5. Provide Schematic Design for evaluation.
6. Develop Project Schedule.
7. Develop Design Development Drawings that includes demolition plan, construction plans, Power/ communication plan(electrical), Furniture plan and Finish Plan.
8. Develop Construction documents based on approved Design Development documents.
9. Construction documents will include Drawings and Technical Specifications.

#### 4.7 Additional Services

The A/E Firm shall provide a List of Additional Services, which although not included in the Scope of Professional Services, might include services necessary to meet the Project but that were Hidden Conditions and Contingencies before assessing the existing facilities.

To provide the List of Additional Services the A/E Firm must use or refer to the industry standard AIA Document G801-2017.

#### 4.8 Bidding Process & Procurement – Construction Contractor

The A/E Firm shall assist the Department of Economic Development and Commerce in the development and preparation of:

**(a)** procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms.

**(b)** the form of agreement between the Department of Economic Development and Commerce and Contractor; and

(c) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions).

The A/E Firm shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

The A/E Firm shall provide and demonstrate the organizational structure the Firm will use to manage the Bidding Process.

For this, the A/E Firm must use or refer to the industry standard AIA Document A701-2018 Instructions to Bidders. This is a Document for managing the bidding procedures and identifying the contractor for construction services.

#### 4.9 Estimate of Construction Costs

Prior to the conclusion of the Construction Documents Phase, the A/E Firm shall submit the Construction Documents to the Department of Economic Development and Commerce and their Consultant.

The A/E Firm shall request the Department of Economic Development and Commerce approval with regards the Plans & Specs, as well as for the Estimate for Construction Costs.

#### 4.10 Professional Services during Construction – Inspections

The A/E Firm shall assist the Department of Economic Development and Commerce in defining the administration of the Contract between the Department of Economic Development and Commerce and the Contractor.

The A/E Firm shall advise and consult with the Department of Economic Development and Commerce during the Construction Phase Services. The A/E Firm shall have authority to act on behalf of the Department of Economic Development and Commerce only to the extent provided in this Agreement.

The A/E Firm shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, nor shall the A/E Firm be responsible for the Contractor's failure to perform the Project in accordance with the requirements of the Contract Documents.

The A/E Firm shall be responsible for its negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Construction Works.

#### 4.11 Site Visits

The A/E Firm shall visit the Project weekly to become generally familiar with the progress and quality of the works completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. The A/E Firm acknowledges necessary and compulsory that the Consultant assists to the Site Visit when works under construction are of his subject matter. Thus, the Mechanical Engineer must assist to the weekly Site Visit when mechanical and plumbing works are under way, and the Structural Engineer must assist to the weekly Site Visit when structural repairs are under way.

The A/E Firm shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, the A/E Firm shall keep the Department of Economic Development and Commerce reasonably informed about the progress and quality of the portion of the work completed, and promptly prepare and provide Weekly Progress Reports to all parties to inform:

- (a) status and stage of the construction phase per the Schedule of Works by the Contractor,
- (b) known deviations from the Contract Documents,
- (c) known deviations from the most recent construction schedule submitted by the Contractor, and
- (d) defects and deficiencies observed in the work.

The A/E Firm has the authority to reject work that does not conform to the Contract Documents.

The A/E Firm shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Department of Economic Development and Commerce or Contractor. The A/E Firm's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

#### 4.12 Project Inspections

The Resident Inspector shall monitor and record Construction Works and shall inform all parties when the Construction is proceeding per the Schedule of Works.

Whenever the A/E Firm considers it necessary or advisable, the A/E Firm shall notify the Inspector for inspection or testing of work in accordance with the provisions of the Contract Documents, whether the work is fabricated, installed, or completed.

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However, neither this authority of the A/E Firm nor a decision made, in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the A/E Firm to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work. Interpretations and decisions by the Inspector shall be consistent with the intent of the Contract Documents and shall be in writing or in the form of drawings.

The A/E Firm and the Department of Economic Development and Commerce shall designate the Inspector to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Department of Economic Development and Commerce and Contractor as provided in the Contract Documents

#### 4.13 Certificates for Payment to Contractor

The A/E Firm shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E Firm's Certificate of Payment to Contractor shall constitute a representation to the Department of Economic Development and Commerce, based on the Professional Team's (A/E Firm & Inspector) evaluation of the Project and on the data comprising the

Contractor's Application for Payment that, to the best of the Professional Team's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

The A/E Firm must use or refer to industry standards AIA Document G702-2017 Application and Certificate for Payment, Contractor-Subcontractor Version, for evaluating and certifying payments to the contractor, during construction.

The foregoing representations are subject to:

- (a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
- (b) results of subsequent tests and inspections,
- (c) correction of minor deviations from the Contract Documents prior to completion, and
- (d) specific qualifications expressed by the Architect.

## 5. General Instructions to the Proponent

The evaluation and selection of the A/E Firm and the contract will be based on the information provided in the submitted proposal. All proponents must complete all sections

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and items included in this RFP. Failure to comply with on all items and included in this RFP and format may disqualify the proposal.

Proponents are solely responsible for the accuracy of the information provided in their proposal and must avoid including marketing and similar material additional to the information requested in this RFP.

The proposal submitted by proponents shall be valid and open for acceptance during **ninety (90)** days after it was presented to the Agency.

Failure to follow RFP instructions may consider the proposal non-responsive and disqualified for the evaluation process. Failure to follow submittal instructions may be considered as incomplete, resulting in disqualification from the review process

**6. Proposal Evaluation Criteria, Scoring & Methodology**

Each proposal meeting all submission requirements will be independently evaluated and assigned a score for each evaluation criteria up to the maximum points as described in the following chart. The points may be weighted by their importance to the Agency’s needs. The proponent must submit evidence of documents meeting the criteria. The lowest offer in price will receive the maximum points for price; the price points for the other proponents will be proportional to the price offered against the lowest priced.

<b>Category</b>	<b>Points</b>
Project Approach and Methodology including Project Management	25
Proponent’s Qualifications and Experience	30
Professional Fees	20
References	25
Agreement to comply with all documents Required	Pass or Fail
Agreement to comply with Act 173, August 12,1988	Pass or Fail
<b>Total</b>	<b>100</b>

**Pass/Fail Items:** These items are not scored and represent requirements proponents must demonstrate/comply to be considered for award.

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The successful proponent shall provide the services using the Contract in accordance with the specifications and technical requirements as provided in this RFP.

There are two (2) types of categories addressed in this section:

- **Mandatory (pass/fail) Requirements:** A Proponent must be able to satisfy all these requirements to be deemed a Responsible Proponent.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in this section.

6.1 Proposal Content and Format:

Based on the DDEC's understanding of the scope of services for the project, your written proposal should include at a minimum the following information:

- Provide a general description of Consultant and any sub-consultants.
- Consultant's understanding of the scope of services required for the project plus any refinements your firm feels are warranted.
- Relevant experience of the Consultant and sub-consultants including dates of past projects and who on the project team had direct involvement in the project, and illustrative samples. A one-page resume that includes a list of Projects completed by each staff member should be provided. Please include name of site superintendent and project manager that will be assigned for the duration of the project.
- Consultant's approach to the project. Highlight any innovative ideas Consultant may have to reduce costs or produce a better product.
- Consultant's understanding of the issues which may impact the projects schedule of cost.
- Consultant Project team qualifications, identification of who on the team will be the DDEC's direct contact for the project, and ability to provide a registration seal for each separate engineering and architectural discipline.
- Any objections or exceptions to requirements in the RFP.
- Proof of liability insurance and work compensation will be required of the selected designer as specified under "General Terms and Conditions".
- **Project Schedule:** Provide a preliminary Project schedule that delineates the design phase approach. Illustrate key milestone dates for phase design (30%, 60%, final) deliverables and owner review.

## 6.2 Process for Evaluations of Proposals

Individuals and firms/ organizations interested in responding to this RFP shall examine this document thoroughly and familiarize themselves with any applicable Federal and State Laws, regulations, and Professional Standards of Care governing Professional Services.

## 6.3 Proposal Evaluation Criteria and Procedures

### a) Evaluation Criteria

An evaluation committee, which may be comprised of DDEC's members, will review and evaluate technical proposals against the following criteria:

- Understanding of DDEC's Goals: Does the Consultant understand the Project parameters?
- Staff: Do the qualifications of key personnel to be assigned to the Project coincide with Project's requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- Specific Management Approach: How does the Consultant intend to achieve the DDEC's budget and time goals for the Project? How will the Consultant apply its management techniques and resources? Discuss such factors as:
  - Project management and team organization
  - Quality control
  - Schedule control
  - Budget control (experience of cost estimator)
  - Relations with sub-consultants
- Experience: Has the Consultant demonstrated the ability to successfully provide services for projects of a similar complexity and size? Does the Consultant have experience with public services projects?
- Organization: Are the qualifications of the Consultant's personnel suitable for the Project; and, does the Consultant's organizational structure show enough depth for its present workload?
- Reputation: Are the Consultant's references from past clients and associates favorable; and, does the Consultant show financial and operational stability?
- Services Offered: Does the Consultant offer the breadth and quality of services required for the Project?
- Pre-Construction Services: Does Consultant have ability to provide pre-construction services, including estimating, scheduling, constructability review, bidding strategies, and value engineering?
- Relevant Design & Permitting Experience
- Financial capability to guarantee negotiated cost and bear expenses above that cost.



**b) Consultant Selection Procedures**

- At completion of the proposal review process, Consultants will be ranked, and the three (3) most highly qualified Consultants will form a “short list.” The lowest bidder may not be the selected Consultant.
- Consultants on the short list will be asked to formally present their proposal to DDEC and respond to interviewer questions. Following presentation/interviews, the evaluation committee will complete its ranking. Final selection will be made based on a combination of qualifications and cost, with the emphasis on qualifications. DDEC is not looking for the lowest bidder, rather a business partner. The evaluation committee will make a recommendation to the Secretary for final decision. The presentation and interview session will not exceed one hour per Consultant.
- Following successful negotiations with the selected Consultant, a contract will be drafted and then referred to the DDEC’s Secretary for final approval.

**6.4 No Obligation to Contract**

This RFP does not oblige the Government of Puerto Rico or the Department of Economic Development and Commerce to execute the Contract.

**6.5 Full Acceptance and conditions**

By submitting a Proposal in response to this RFP, Proponents agrees to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

**6.6 Notification to proponents**

The award of this RFP will be made on a “best value” basis from proposals that comply with all requirements. The Department of Economic Development and Commerce reserves the right to award the contract to other than the lowest priced offeror. The Successful Proponent as well as the ones not selected will be notified **via email and certified mail.**

**6.7 Judicial Review**

Any Proponent adversely affected by a decision made by the Department of Economic Development and Commerce in connection with the selection and award procedures

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provided in this RFP may submit a request for reconsideration to the Department of Economic Development and Commerce Adjudicative Board in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, and the Department of Economic Development and Commerce regulations, within twenty (20) days from the award notification date, to the following email [edgardo.lugo@pridco.pr.gov](mailto:edgardo.lugo@pridco.pr.gov).

A request for reconsideration, as well as any other petition for review, must be in writing and clearly identify the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, including copies of all relevant

documents, and specify the relief requested.

A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided in the Department of Economic Development and Commerce regulations may be dismissed or denied without further consideration.

If the agency fails to act on the motion for reconsideration within thirty (30) days of the filing thereof, it shall be understood that the motion was denied outright and the term for judicial review shall begin to elapse from said date. The agency may extend this term once by an additional fifteen (15) day period.

**Judicial Review.** The proponent adversely affected by an agency's final decision on reconsideration may file a petition for judicial review in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, before the Court of Appeals, within a term of twenty (20) days from the date a copy of the notice of the final resolution or order was filed in the record of the agency or from the term of twenty (20) days from the expiration of the thirty (30) day period within which the agency must act upon the request for reconsideration or from the time extended by the agency, if applicable.

The party shall notify the agency and all other parties of the filing of the petition for review within the term established to request such review. The notice may be served by mail. Provided, that if the date on which the copy of the notice of adjudication is filed in the records of the agency differs from the mailing date of said notice, the term shall be calculated from the mailing date.

## **7. Detail Proposal Submittal**

### **7.1 General Guidelines**

Proposals shall use the format specified in this RFP document. Failure to use the format will lead to disqualification from the RFP. The Department of Economic Development and Commerce reserves the right to disqualify the proposal if the requirements are modified or fail to comply with each of the requirements.

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Proponents must follow the outline defined as part of this RFP document. If the format provided by vendor when the proposals are submitted does not follow the RFP structure requested in this RFP document, the Agency may disqualify the vendor from the RFP evaluation process.

Electronic copies must be submitted in Adobe PDF format. In the subject of the email, please add the following: Vendor Name – **Architectural-Engineering Professional Services**.

Request for Proposal for Architectural and Engineering Professional Services.

Electronic proposals shall be submitted electronically to the Department of Economic Development and Commerce Authorized Agent, see **Section 1.14**.

## 7.2 Proposal's Format

Proposals must follow this order:

### i. **Cover Letter (Introduction)**

The cover letter must include a certification that the information submitted, and the Qualifications Statements and Responses are true and accurate, and that the professional signing the cover letter is authorized to submit the Qualifications Statements and Responses on behalf of the proponents.

The Cover Letter must include:

- a) Name of the Licensed Professional, type of company (i.e., Sole Proprietorship, Professional Corporation, Limited Liability Company, Limited Liability Partnership, etc.).
- b) Date and place of incorporation or organization (if applicable).
- c) Telephone and street and mailing addresses of the Proponent.
- d) A brief overview of the Proponent.
- e) A brief statement of the proponent's understanding of the Scope of Professional Services for the Project.
- f) Name, title, telephone, and email of an Authorized Agent (or Agents, in case of multiple Authorized Agents) and indicate who will be the primary contact. It shall indicate, also, the names of all corporate officers. **The**

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**Authorized Agent, if any, shall be equally a Licensed Professional, able to provide all necessary credentials.**

**g)** Proponent must include the following signed certifications:

1. Copy of the Professional Services Provider Certificate “Registro de Proveedores de Servicios Profesionales” RUP Certificate (See Attachment B)
2. Lobbying Certifications for Contracts, Grants, Loans and Cooperative Agreements (See Attachment C);
3. Sworn Affidavits (See Attachments E-E3);
4. Limited Denial of Participation/ Suspension or Debarment Status, Legal Issues, and Conflicts Affidavit (See Attachment F);
5. Non-collusive Affidavit (See Attachment G);
6. Insurance Requirements (See Attachment H); and
7. Audited Financial Statements (See Attachment I) Any other information that the Proponent feels appropriate; and

**h)** Corporate Resolution certifying the name of the Authorized Agent is authorized to ‘act’ on behalf of the Proponent submitting the RFP proposal. Proponent’s representative shall sign all documents.

**ii. Experience**

Detailed description of similar projects, involving design, construction, and commercial or residential buildings with satisfactory performance, including:

- a)** List of minimum of five (5) similar recent projects and description that demonstrate experience of the firm/ individual in this type of projects.
- b)** Project description, total cost, and design phase completion time.
- c)** Project’s previously performed for the Department of Economic Development and Commerce contact information and project name.

**iii. Qualifications and References**

Provide a description and history of the firm The qualifications of the firm’s team members must include, at minimum, the following:

- a) Relevant experience performing all responsibilities listed under the Scope of Work section of this RFP.
- b) Professional staff's qualifications and expertise; including the ones responsible for technical studies preparation. Proponents must submit a list of the names, years of experience, specialty, professional license number (if applicable) and project's role; and relevant project experience of the proposed Project Management Team that would be assigned to the Project.
- c) Proponents shall submit resumés and a copy of architectural and engineering license of Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the Scope of this RFP. Proponent Project Manager must be identified. This Key Personnel can be a lead architect or engineer associated to this project.
- d) Proponents must submit at least three (3) reference letters from previous or current clients.

### 7.3 Proponent's Minimum Qualifications and Experience

The Proponent must show experience in the Design, Administration, Inspection and Management of similar projects, for institutional and commercial facilities.

To be considered for award, a proponent must provide evidence of their experience in similar projects:

- a) Submit list of similar projects and description that demonstrate experience of your firm/ individual in this type of projects.
- b) Submit key personal qualifications.
- c) Provide evidence of compliance with all requirements by law to operate in Puerto Rico and to contract with the Government of Puerto Rico.

The proponent shall provide information regarding their firm/ organization so the Agency can evaluate the proponent's ability to provide the services requested herein. At its discretion, the Agency may require the proponent to provide additional information and clarify information.

The proponent shall submit CV/ resumes of Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the Scope of this RFP.

**i. Understanding of the Project and Requested Services**

A narrative description of the proponent's overall understanding of the requirements, goals, and expectations of the Agency to allow for project execution. Proponent's approach to execute the services in compliance with the RFP, to implement quality control and quality assurance procedures, identification of areas of improvements and challenges. If areas of improvement are identified, identify and explain them. Responsible persons for quality control and quality assurance must be identified.

**ii. Professional Services – Fees and Allowable Expenditures**

The A/E Firm shall itemized their Proposal for Professional Services per the following items:

- a) Professional Services by the A/E Firm
- b) Structural Engineering
- c) Mechanical Engineering
- d) Plumbing Engineering
- e) Permits Applications & Management

Please refer to **Attachment A – Fees Schedule Form**, to itemize your proposed Professional Fees.

All hourly rates shall include overhead and proponent's profit. No travel or other expense or expenditures will be paid by the Agency. The Agency will not reimburse cost related to office materials, scanners, postal stamps, messengers, fax transmissions, telephone calls or similarly costs.

**iii. Commitment to Comply with State (Local)**

Proponents shall explain their commitment and plan to ensure compliance with all applicable State laws, codes, regulations, and policies. Indicate what characteristics of the team set them apart in terms of commitment to comply and what specific trainings and expertise reside within the team that reinforces the commitment to compliance.

**iv. Required Documentation**

Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed

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in all its parts will be cause for disqualification. No later opportunity will be provided to submit the information for evaluation. For more information, please refer to **Section 9** Required Compliance Documents.

- v. **(Pass or Fail) Act 164, December 16, 2009; Act 173, August 12, 1988.**  
Proponents that fail this requirement will be disqualified.

The content of the proposal must strictly follow the order of the evaluation criteria described below and the supporting evidence must be included as attachments.

- a) All pages of the original Proposal must be sequentially numbered, including those pages that are intentionally left blank, if any.
- b) Proposals can be written in either English or Spanish language.

#### 7.4 Financial Capacity

Proponents must present audited financial statement for the previous three (3) years, including Profit & Loss and Balance Sheets.

The proponents must demonstrate the firm's financial ability to cover the cost of the firm's expenses based on a 30 and 60-day billing cycle.

#### 7.5 Method of Payment

Payments will be rendered based on completed and approved milestones, defined per the implementation plan. Each invoice presented by the A/E Firm must be accompanied with the appropriated support and approval of the Department of Economic Development and Commerce Project Manager.

Implementation services will be accepted and paid on non-exceed basis only based on the deliverable completion. Payments will be subjected to withholding of Puerto Rico local taxes.

All Invoices for Professional Services presented to the Company must contain the following federal clause:

*We certify under penalty of nullity that no public servant (of the Government of Puerto Rico nor the Department of Economic Development and Commerce) will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of*

*the (agency that issues the purchase order). The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has*

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*been received in respect thereof.*

## 7.6 General Terms and Conditions:

### A. Consultant:

The consultant is Not an Employee of DDEC. It is understood that the selected Proponent will not act, under a contract entered into as a result of the RFP, in any manner as an employee of DDEC, but solely as an independent Consultant. DDEC will not, under any circumstances, be liable to the consultant(s) or any person or persons acting for or under it for any death, injury, or property damage received or claimed, unless such liability arises by virtue of negligence by DDEC, their respective officers, agents, or employees.

### B. Indemnification and Hold Harmless:

Specifically regarding design professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend DDEC, its Board, officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by DDEC, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by DDEC, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional negligent errors or omissions of the Consultant in the performance of this contract.

If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend DDEC, its Board, officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

### C. Assignment and Sub-Contracting

It is prohibited to assign or sub-contract the whole or any portion of the Work without the prior consent in writing of the Client. This requirement will be strictly applied and any disregard of it by the Contractor will be treated as a ground for immediate termination of the



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contract without prejudice to any other remedies and/or indemnifications.

D. Non disclosure agreement:

The Request for Proposal documents and any addenda thereto are to be regarded as confidential and may not be reproduced or disclosed in whole or in part by the Contractor other than for the purposes of preparing and submitting the Proposal. The Request for Proposal documents and any addenda thereto shall remain the property of DDEC. The Contractor shall not make any public announcements relating to the Bid or the information contained in this Invitation to Bid without the prior written consent of DDEC.

Information concerning the business of DDEC which becomes accessible, or known, to the Contractor, its employees or sub-contractors including, but not limited to, financial information, customers, customer lists, business plans, operational plans, data and computer programs, manufacturing processes, engineering/technical data, design process, pricing, research and development, strategic plans, and operating data shall be considered Confidential and Proprietary information of DDEC and must not be disclosed to individuals outside of your organization without the prior written approval from DDEC.

E. Insurance Requirements

Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the Puerto Rico Insurance Commissioner to do business in the Commonwealth of Puerto Rico the following policies of insurance:

- PROFESSIONAL ERRORS AND OMISSIONS, Not less than \$1,000,000 per Occurrence. /\$2,000,000 Aggregate. (2 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
- COMPREHENSIVE GENERAL LIABILITY insurance, \$5,000,000 combine single limit. (Including Contractor All Risk Insurance and Third Party Liability Insurance)
- COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for “any auto” with combined single limits of liability of not less than \$5,000,000 each occurrence, \$5,000,000.00 aggregate.
- WORKERS’ COMPENSATION Insurance as required under the Puerto Rico Labor Code, and Employers Liability Insurance with

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limits not less than \$1,000,000 per accident/injury/disease, statutory limits, whichever is greater.

### 7.7 Intellectual Property

All documentation including data, analysis, programs, and files developed as part of the contractual requirements shall be the property of the Department of Economic Development and Commerce.

### 7.8 Termination or Suspension

The Department of Economic Development and Commerce reserves the right to terminate the professional services contract for cause upon the failure of the proponent to comply with the terms or conditions of the contract at any time by giving the proponent thirty (30) days' written notice. The Department of Economic Development and Commerce could also terminate the contract for convenience by giving the proponent thirty (30) days' written notice or negotiating with the proponent an effective termination or suspension date. Proponent shall be entitled to payments for effort already completed if those have been approved by the Department of Economic Development and Commerce.

### 7.9 Changes or Alterations to this RFP

The Department of Economic Development and Commerce reserves the right to change or amend the RFP documents at any time. Further, the Department of Economic Development and Commerce reserves the right to cancel and reissue this RFP.

## 8. Required Compliance Documents

The proponent must comply with all RFP requirements and provide the required documentation which means that the proponent is responsive for the Proposal to be considered for evaluation. Required documents for Proposals are detailed in the Proposal Checklist.

The following are Attachments included in the RFP Documents which must be submitted with Proposals:

- Attachment A “Registro Único de Provedores de Servicios Profesionales” RUP Certificate
- Attachment B Acknowledge of Receipt of Addenda Form
- Attachment C “Declaración (Sworn Statement) Ley 2-2018 as amended.
- Attachment D Non-Collusive Affidavit
  
- Attachment E Insurance Requirements
- Attachment F Audited Financial Statements

## 8.1 Attachment A

### RUP CERTIFICATE

(TO BE PROVIDED BY THE PROPONENT)

8.2 Attachment B

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The Proponent hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her Request for Proposals, all requirements in the following Addenda to this Request for Proposal/Proposal/Contract:

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <b><u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.</b>
<b>ACKNOWLEDGEMENT:</b>
<b>Proponent’s Authorized Officer Signature</b>

**IMPORTANT NOTICE:**

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPONENTS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.**

### 8.3 Attachment C

## **ANEJO CORPORACIONES**

### **DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la corporación) de la corporación \_\_\_\_\_ (nombre de la corporación, según certificado de incorporación), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la corporación \_\_\_\_\_.
4. La dirección física de la corporación es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;

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- o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones; aa. compra y venta ilegal de bienes en pago de contribuciones; bb. presentación de escritos falsos; cc. posesión ilegal de recibo de contribuciones; dd. falsificación de asientos en registros; ee. falsificación de sellos; ff. falsedad ideológica; gg. falsificación de licencia, certificado y otra documentación; hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos; jj. posesión de instrumentos para falsificación; kk. preparación de escritos falsos; ll. omisión en el cumplimiento del deber; mm. venta ilegal de bienes; nn. incumplimiento del deber; oo. negligencia en el cumplimiento del deber; pp. usurpación de cargo público; qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la corporación \_\_\_\_\_, así como tampoco la corporación hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.1 Attachment C-1

**ANEJO INDIVIDUO**  
**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están situados en la \_\_\_\_\_.
3. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;



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- t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones; aa. compra y venta ilegal de bienes en pago de contribuciones; bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones; dd. falsificación de asientos en registros; ee. falsificación de sellos; ff. falsedad ideológica; gg. falsificación de licencia, certificado y otra documentación; hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos; jj. posesión de instrumentos para falsificación; kk. preparación de escritos falsos; ll. omisión en el cumplimiento del deber; mm. venta ilegal de bienes; nn. incumplimiento del deber; oo. negligencia en el cumplimiento del deber; pp. usurpación de cargo público; qq. impedir la inspección de libros y documentos.
4. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que no he sido, acusado, convicto, ni me he declarado culpable de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estoy bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
5. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
6. Hago la presente declaración jurada para los fines legales correspondientes.
7. Lo que he declarado es la verdad y nada más que la verdad.

Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.2 Attachment C-2

**ANEJO COMPAÑÍA DE RESPONSABILIDAD LIMITADA**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión),

\_\_\_\_\_ (puesto que ocupa en \_\_\_\_\_ la LLC) de la Compañía de Responsabilidad Limitada \_\_\_\_\_ (nombre de la LLC, según certificado de organización), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la Compañía de Responsabilidad Limitada \_\_\_\_\_.
4. La dirección física de la compañía es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;

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- n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones; aa. compra y venta ilegal de bienes en pago de contribuciones; bb. presentación de escritos falsos; cc. posesión ilegal de recibo de contribuciones; dd. falsificación de asientos en registros; ee. falsificación de sellos; ff. falsedad ideológica; gg. falsificación de licencia, certificado y otra documentación; hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos; jj. posesión de instrumentos para falsificación; kk. preparación de escritos falsos; ll. omisión en el cumplimiento del deber; mm. venta ilegal de bienes; nn. incumplimiento del deber; oo. negligencia en el cumplimiento del deber; pp. usurpación de cargo público; qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la compañía \_\_\_\_\_, así como tampoco la compañía hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.3 Attachment C-3

**ANEJO SOCIEDADES**

**DECLARACION JURADA**

Yo, (nombre de pila, incluyendo dos apellidos), mayor de edad, (estado civil), (profesión), \_\_\_\_\_ (puesto que ocupa en la sociedad) de la sociedad \_\_\_\_\_ (nombre de la sociedad, según documento constitución de sociedad), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la sociedad \_\_\_\_\_.
4. La dirección física de la sociedad es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;

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- l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones; aa. compra y venta ilegal de bienes en pago de contribuciones; bb. presentación de escritos falsos; cc. posesión ilegal de recibo de contribuciones; dd. falsificación de asientos en registros; ee. falsificación de sellos; ff. falsedad ideológica; gg. falsificación de licencia, certificado y otra documentación; hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos; jj. posesión de instrumentos para falsificación; kk. preparación de escritos falsos; ll. omisión en el cumplimiento del deber; mm. venta ilegal de bienes; nn. incumplimiento del deber; oo. negligencia en el cumplimiento del deber; pp. usurpación de cargo público; qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la sociedad \_\_\_\_\_, así como tampoco la sociedad hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_ de \_\_\_\_\_ de 20\_\_\_.

\_\_\_\_\_

Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.6 Attachment D

NON-COLLUSIVE AFFIDAVIT

, being first duly sworn, deposes and says:

\_\_\_\_\_

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



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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 Proponent. Who I personally known or have identified by  
his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

## 9.7 Attachment E

### INSURANCE REQUIREMENTS

With the exception of Professional Liability and Workers Compensation/Employer's Liability policies, a Certificate of Insurance, including the "Departamento de Desarrollo Económico y Comercio de Puerto Rico/ Gobierno de Puerto Rico – Oficina de Seguros y Riesgos" as additional insured will be required at time of award of contract. The Proponent must provide insurance against accidents and loss to manage any risk inherent in completing the projects as outlined in 40 CFR 35.6590 (a) and (b). The Certificate of Insurance must list the type of insurance coverage and limits acceptable to the PRDOF, which include:

- a. Professional Liability Insurance coverage of a least \$1,000,000 per claim and \$2,000,000 general aggregate.
- b. General Liability coverage of \$5,000,000 combine single limit. (Including Contractor All Risk Insurance and Third Party Liability Insurance).
- c. Commercial (Business) Automobile Liability insurance, endorsed for "any auto" with combined single limits of liability of not less than \$5,000,000 each occurrence, \$5,000,000.00 aggregate. Excess/Umbrella Liability of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

The Proponent must also furnish proof that it maintains Workers Compensation, Employer's Liability and Disability Benefits coverage of statutory limits.

## 9.8 Attachment F

### AUDITED FINANTIAL STATEMENTS

(To be provided by Proponent)

