



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

REQUEST FOR QUALIFICATIONS

Design-Build Services for Runway 8-26 Reconstruction at Rafael Hernandez Airport, Aguadilla, Puerto Rico

Date of Issue: June 4, 2021

Response date: July 19, 2021 at 3:00 p.m. (15:00) AST

TABLE OF CONTENTS

PUBLIC NOTICE.....	ii
SECTION 1: PROCUREMENT PROCESS.....	1
1.1 OUTLINE OF THE PROCUREMENT PROCESS.....	1
SECTION 2: PROJECT OVERVIEW BACKGROUND	3
2.1 GENERAL	3
2.2 PROCUREMENT WEBSITE.....	3
SECTION 3: SOQ DOCUMENTATION REQUIREMENTS	5
3.1 SOQ FORMAT REQUIREMENTS:	5
3.2 SOQ CONTENT:	5
SECTION 4: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION	7
4.1 INTRODUCTORY LETTER (NO POINTS).....	7
4.2 EVALUATION METHODOLOGY	8
4.3 EVALUATION AND RANKING OF Respondents.....	13
4.4 PRPA RIGHTS AND PROCUREMENT CONDITIONS	16
4.5 REJECTION OF SOQ	16
SECTION 5: LIST OF ATTACHMENTS.....	18
ATTACHMENT A - SCOPE OF WORK	19
ATTACHMENT B – RESPONDENT REGISTRATION FORM	21
ATTACHMENT C - CORPORATE STRUCTURE QUESTIONNAIRE	23
ATTACHMENT D - IDENTIFICATION OF PROJECTS.....	24
ATTACHMENT E - BID, PERFORMANCE AND PAYMENT BOND FORMS.....	25

PUBLIC NOTICE

OVERVIEW OF RFQ AND GENERAL GUIDELINES

The Puerto Rico Ports Authority (PRPA) is interested in entering into a Contract in connection with the provision of certain design and construction services related to the reconstruction of Runway 8-26 at Rafael Hernandez Airport (BQN), in the Municipality of Aguadilla, Puerto Rico (the Project). Consequently, pursuant to the Puerto Rico Ports Authority Act, Law Number 125 - 1942, as amended, and Regulation for Bids and Requests for Proposals, Number 8981- 2017, PRPA invites experienced Design-Build Teams (DBT) to submit Statements of Qualifications (“SOQ”) for the Project. By submitting a SOQ, the Respondents represent that they have carefully read the terms and conditions of this RFQ and all attachments and Addenda and agree to be bound by them. This RFQ is not an offer to enter into a contract, but merely a request to firms interested in submitting SOQ’s to the PRPA for the Project.

This Project is subject but not limited to the following federal and state provisions:

- Title VI of the Civil Rights Act of 1964
- Section 520 of the Airport and Airway Improvement Act of 1982
- DOT Regulation 2 CFR Part 200 (i) - Access to Records
- DOT Regulation 49 CFR Part 20 - Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 -Disadvantaged Business Enterprises Participation
- DOT Regulation 2 CFR Part 180– Government-wide Debarment and Suspension
- DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause
Law No. 173 of 12 August 1988, as amended, 20 Laws of Puerto Rico Annotated Sec. 711, *et seq.*
- Puerto Rico Ports Authority Act, Law Number 125 - 1942, as amended
- Puerto Rico Ports Authority Regulation for Bids and Requests for Proposals, Number 8981-2017
- Uniform General Conditions for Public Works Contracts in Puerto Rico
- Federal Contract Provisions (Included in PRPA Construction Contracts)
- FAA General Provisions (Included in PRPA Construction Contracts)
- FAA Special Provisions (Included in PRPA Construction Contracts)

PROJECT:

- Reconstruction of Runway 8-26 with conversion of existing runway into a full-length taxiway, at the Rafael Hernandez International Airport (BQN), Aguadilla, Puerto Rico.

FACILITY DESCRIPTION

The Rafael Hernández Aguadilla International Airport (IATA: BQN, ICAO: TJBQ, FAA LID: BQN) is the second busiest commercial service airport in Puerto Rico. Located in Aguadilla, on the northwest coast of Puerto Rico, the airport serves a mix of passenger and air cargo operations.

BQN was originally constructed in the Late-1930’s by the U.S. Army Air Corps to support WWII. The airport ultimately evolved to become a U.S. Air Force B-52 Strategic Air Command base in the 1950’s. Formerly known as Ramey Air Force Base, PRPA took over ownership of the airfield in the 1970’s under the Base Realignment and Closure (BRAC) program.

The FAA's National Plan of Integrated Airports Systems (NPIAS) classifies BQN Airport as a primary commercial service airport. The airport's aircraft approach category is D and airplane design group is ADG-V. FAA approved a Modification to Standard (MOS) to allow the operation of a B747-8 ADG VI standards under certain circumstances.

The airport operates as a single primary runway, designated as Runway 8-26. The airfield is supported by two partial parallel taxiways, Taxiway A to the north and Taxiway M to the south of the runway. The runway has four exit taxiways, with additional airfield circulation supported by three additional taxiways. RW 8-26 is 11,700 feet long and 200 feet wide, with 50-foot paved shoulders and 1,000-foot paved overruns. BQN is currently the longest operational runway in the Caribbean.

CONTACT:

Romel Pedraza, P.E.
Assistant Executive Director for
Planning, Engineering and Construction
rpedraza@prpa.pr.gov

SOQ DELIVERY INSTRUCTION:

To reduce paperwork and costs, all Qualifications Statements and Responses, including all documents related to the firm's financial capacity, shall be submitted electronically through email to the contact identified above. Hand carried delivery or USPS/UPS/FedEx delivery of hard copies and/or USB/CD-ROMs is not authorized. Facsimile submission is not authorized. Qualifications Statements and Responses should be combined into one PDF. The Qualifications Statements and Responses are to be limited to maximum of one e-mail with the total file size of 20 MB. Respondents must identify the email with project name and the submitting firm's name. Respondents whose Qualifications Statements and Responses exceed the maximum file size will not be disqualified.

All SOQs must be submitted pursuant to the instructions above. It is the Respondent's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. PRPA has the right to reject any SOQs not properly delivered.

REQUEST FOR CLARIFICATIONS (RFC's)

Respondents may make inquiries only by submitting questions or RFCs to the e-mail address to BQNRUNWAY@PRPA.PR.GOV no later than June 25, 2021. Questions by any means other than the provided e-mail will not be answered. PRPA will not be responsible for any information provided by any unauthorized means, person or third party.

PROCUREMENT SCHEDULE

Date	Activity
June 4, 2021	Date of Public Notice
June 25, 2021	RFC Deadline
July 19, 2021	SOQ Submittal

**Respondents are cordially invited to submit Statements of Qualifications
PUERTO RICO PORTS AUTHORITY**



Joel A. Pizá Batiz
PRPA Executive Director

6/3/2021

Date

SECTION 1: PROCUREMENT PROCESS

1.1 OUTLINE OF THE PROCUREMENT PROCESS

1.1.1 REQUEST FOR QUALIFICATIONS

- a. This RFQ invites firms interested in forming a Joint Venture, to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.
- b. There will be no pre-submittal conference.
- c. Firms that anticipate responding to this RFQ are asked to so indicate by providing the Registration Form, included as Attachment B, to the PRPA via e-mail at BQNRUNWAY@PRPA.PR.GOV. Registration is requested but not mandatory.
- d. Respondents shall submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The PRPA will not consider SOQ or other deliverables that are submitted after the Time set forth in the RFQ. Respondents are solely responsible for making sure that the PRPA receives the SOQ in a timely fashion.
- e. The PRPA will evaluate the information submitted by each Respondent to 1) determine whether the Respondents meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Respondent pursuant to the evaluation methodology described herein. Any Respondent who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the PRPA in this process. The PRPA reserves the right to disqualify any Respondent it feels does not provide adequate evidence of experience on projects of similar size and complexity. This includes experience of the prime contractor, prime design firm and any key team members. The highest ranked Respondent's will be invited to participate in interviews. Interviews will be used to supplement the information provided in the Respondent's SOQ for final rankings. Interviews will be conducted virtually via Microsoft Teams. Interviews are anticipated to take place approximately two weeks after submittal of the SOQ.
- f. Respondents may submit a request for clarification ("RFC") to the PRPA for explanation or interpretation of any matter contained in this RFQ **no later than 3:00 p.m. (AST) on June 25, 2021**. All questions or additional requests for clarification (RFC) should be directed in writing via email message to BQNRUNWAY@PRPA.PR.GOV. Only written interpretation or correction by Addendum shall be binding to the procurement. Respondents shall not rely upon any interpretation or correction given by any other method such as verbal or other non-authorized channel. Any response provided by the PRPA other than by way of an Addendum issued in accordance with this RFQ will not be binding on the PRPA, nor will it change, modify, amend or waive the requirements of this RFQ in any way.
- g. All SOQ's will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed in Section 4, including

the relative weight or importance given to each criterion.

- h. Respondents of the highest ranking, after the interviews, will be selected to proceed to the Request for Proposal (RFP) stage as Short-Listed Respondents. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- i. The results of the SOQ evaluations will not be carried forward and included in the final evaluation and selection.
- j. Respondent team members and individual key team members will be used as a basis for selection. Once shortlisted, team members that are submitted to the PRPA as part of the SOQ may not be replaced with a substitute listed consultant, subconsultant, subcontractor, or any individual listed as a key team member. Key team members and their sub-consultants shall not have professional or service contracts or affiliation with the PM/CM Team (Burns & McDonnell Construction, PR) for this project.
- k. Respondent's submittals will be evaluated by a PRPA Evaluation Committee named by the Executive Director of the PRPA pursuant to Article XXIV of Regulation No. 8981-2017.

SECTION 2: PROJECT OVERVIEW BACKGROUND

2.1 GENERAL

The Puerto Rico Ports Authority (PRPA) is a public corporation of the Government of Puerto Rico charged with developing, operating, and overseeing all seaports and airports in Puerto Rico. The PRPA was created pursuant to Act Number 125 of May 7, 1942, as amended, known as the "Puerto Rico Ports Authority Act. The Act", establishes that the PRPA is a public corporation and governmental instrumentality of the Government of Puerto Rico, governed by a Board of Directors. The Act grants the PRPA any and all rights and powers that are necessary or desirable to give effect to the above referenced purpose. Specifically, the PRPA issues this RFQ pursuant to the Act and Regulation Number 8981-2017 Regulations for Bids and Requests for Proposals.

PRPA is defined as a sponsor, recipient of funding from the Federal Aviation Administration (FAA) Airport Improvements Program (AIP).

The PRPA in conjunction with the FAA has developed an approved Plan of Finance to support and fund this project. The portion of cost share funds to be provided by the Government of Puerto Rico have been allocated and deposited into a restricted bank account solely for use for this project.

2.2 PROCUREMENT WEBSITE

<http://www.prpa.pr.gov>

<http://www.BQNRUNWAY.COM>

2.3 PROJECT OBJECTIVES

2.3.1 DEFINITIONS

- a. **Joint Venture:** A cooperative business agreement or partnership between two or more parties that is usually limited to a single enterprise and that involves the sharing of resources, control, profits, responsibilities and losses.
- b. **Business Day:** any day on which the PRPA is open for regularly conducted business.
- c. **Design-Builder:** The entity with the prime design-build contract with the PRPA.
- d. **Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the Project. The Design-Builder is not required to list all individual members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."
- e. **Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.
- f. **Procurement:** The PRPA's process for selecting a Design-Build Team for this Project.
- g. **Procurement Documents:** All documents issued by the PRPA in connection with the Procurement or Project.

- h. **Projects of Similar Scope and Complexity:** Projects that had completion dates within the last fifteen (15) years and that have many or all of the following characteristics:
- Projects of a similar size and budget that include design and/or construction of Airport Pavement projects.
 - Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design.
- i. **RFC:** means a “Request for Clarification” with respect of this RFQ.
- j. **RFP:** means the PRPA’s Request for Proposals, which will be issued to those Short-Listed Respondents who are selected to proceed to the next phase of this Procurement.
- k. **Shortlisted:** means a Respondent that is selected as part of this RFQ process to participate in the RFP process.
- l. **SOQ or Statement of Qualifications:** means a statement of qualifications to be submitted by Respondents pursuant to this RFQ. All references in this RFQ to “RFQ submissions”, “RFQ submittals”, “responses” and expressions of a like nature are deemed to refer to the SOQ.
- m. **Team Member:** Means a member of a Respondent.

SECTION 3: SOQ DOCUMENTATION REQUIREMENTS

3.1 SOQ FORMAT REQUIREMENTS:

The SOQs shall comply with the following format requirements.

- a. SOQs shall be formatted in searchable .pdf format.
- b. The body of the SOQ shall be organized in accordance with the Evaluation Methodology.
- c. The body of the SOQ, when printed, shall be limited to a maximum of hundred (100) pages. All pages including covers, forms, tabs, dividers, and other incidental pages shall count towards the 100-page count.
- d. SOQs that exceed the page limit may be rejected. The PRPA, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement. Font size shall be a minimum of 11 pt.
- e. Pages formatted to 11x17 shall be considered as two-pages for purpose of page count.

3.2 SOQ CONTENT:

SOQ submittal shall contain the following parts.

- a. Introductory Letter
- b. Statement of Ability to Provide Bid, Performance and Payment Bond.
- c. Statement of Ability to Meet the PRPA's Insurance Requirements.
- d. Project Understanding and Special Concerns
- e. Team Organization
- f. Experience and Expertise with Successful Projects of Similar Scope and Complexity
- g. Respondent's Design Firm Experience and Expertise
- h. Respondent's Construction Experience and Expertise
- i. Corporate Structure Questionnaire(s) (See Attachment C)
- j. Respondent must include the following signed certifications: (1) Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions. (See Attachment G), (2) Certification for DBE Annual State Goal (See Attachment H), (3) Federal Provision Compliance Certification (See, Attachment I), (4) Nepotism Statement (See, Attachment J), (5) Noncollusion Statement (See, Attachment K), (6) State Provision

Compliance Certification (See, Attachment L) and (7) Non Conflict of Interest Statement (See, Attachment M).

k. Firms that anticipate responding to this RFQ are requested to so indicate, by providing the Registration Form, included as Attachment B. Submittal of Attachment B is not mandatory.

l. Audited Financial Statement of both Engineering Firm and Contractor.

Failure to comply with any of the requirements herein contained may result in the disqualification of the Firm.

SECTION 4: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION

4.1 INTRODUCTORY LETTER (NO POINTS)

The SOQ must include a introductory letter signed by an authorized representative, containing the name, address, telephone number, and e-mail address of the Respondent and the principal contact person.

The Respondent must consist of a proposed Joint Venture that includes, at a minimum, a prime construction contractor and a prime engineering design firm, which engineering firm must be represented by an engineer licensed and collegiate to practice engineering in the Commonwealth of Puerto Rico in accordance with Law No. 173 of 12 August 1988, as amended (20 LPRC Sec. 711, *et seq*). Firms providing services related to professional engineering and land surveying to the Joint Venture, must comply with the requirements of Law No. 173, *supra*. The introductory letter must explain the nature and structure of the joint venture partnership. The joint venture partnership does not need to be formally constituted until such time as a successful Respondent is selected to enter into a contract for the Project, if such decision is ultimately made by the PRPA.

The introductory letter shall also include the following: (1) name, address, telephone number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project. The introductory letter may be a maximum of two (2) pages.

The introductory letter accompanying the SOQ should be addressed to:

Joel Piza Batiz, Esq.
Executive Director
Puerto Rico Ports Authority

To the attention of:

Romel Pedraza, P.E.
Assistant Executive Director for
Planning, Engineering and Construction

4.2 EVALUATION METHODOLOGY

4.2.1 Statement of Respondent's Ability to Provide Bid, Performance and Payment Bond (Pass/Fail)

As a **mandatory minimum requirement**, the Respondent must have the ability to obtain a performance and payment bond in the amount of \$100,000,000.00, from a surety company whose name appears on the current list of the Treasury Department of the United States as acceptable as a surety upon federal contracts. Also, if an RFP is issued, short-listed Proposers will be required to provide a Bid Bond in the amount of 5% of the Price Proposal.

Respondents must provide a letter signed by an authorized representative of Respondent's surety company (or agent) confirming that the Respondent can meet this minimum requirement.

Any Respondent who fails to meet this mandatory minimum bonding requirement will be considered non-responsive and will not be considered further by the PRPA in this Procurement process. The surety shall be a company authorized to conduct business in Puerto Rico, with a minimum rating of A and Treasury Listed. Letters indicating "unlimited" bonding capability are not acceptable.

4.2.2 Statement of Respondent's Surety Ability to Meet the PRPA's Insurance Requirements. (Pass/Fail)

As a mandatory minimum requirement, the Respondent must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment F). Respondent shall provide a letter from Respondent's insurance company or broker indicating that the Respondent is capable of complying with the insurance requirements specified in Attachment F. Any Respondent who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the PRPA in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A.

4.2.3 Statement of Respondent's Ability to Demonstrate Financial Capacity (Pass/Fail)

The Respondent must demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow requirements for a minimal amount of \$10,000,000. To demonstrate sufficient financial capacity, each member of the Joint Venture must provide copies of the Audited Financial Statement for the past two years, together with any other relevant financial information.

4.2.4 Project Understanding and Special Concerns (20 Points)

Respondents shall provide a general description of the **Team Members** that it is proposing to provide design and construction services. The SOQ shall demonstrate the Respondent's ability to undertake the Project by providing the technical and management qualifications of the Respondent, Team Members, and individual Key Team Members. Emphasis will be placed on past performance and expertise in performing substantive work on airport pavement projects in accordance with Federal Aviation Administration (FAA) and the International Civil Aviation Organization (ICAO) design criteria.

- a. Discuss the understanding of the project and major issues your team has identified on this project and how you intend to address those issues.
- b. Describe the Respondent's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.
- c. Describe your firm's approach to coordinate and provide all preconstruction services during design.
- d. Discuss the Respondent qualifications that demonstrate the ability to provide a turn-key project approach, to design and build a new runway and connectors, from a combination of Portland Cement Concrete surface (P-501) and Hot Mix Asphalt (HMA) (P-401), including visual aids, guidance signs, and NAVAIDs (FAA and PRPA). Coordinate with all FAA lines of business to accomplish relocation of the runway centerline. Coordinate the Flight Check and commissioning requirements for the new runway and decommissioning of the old runway.
- e. Discuss the Respondent approach to design and implement the Construction Safety and Phasing Plan (CSPP), as regulated by FAA Advisory Circular (FAA AC) 150/5370-2G "Operational Safety on Airports During Construction".
- f. Quality Control Plan Approach: Describe the management process the Respondent will implement to ensure all pavement work and services performed in accordance with **Item C-100 "Contractor's Quality Control Program" of FAA AC 150/5370-10H**. The approach should include a description of the Respondent's process as it pertains to shop drawings, product and materials submittals, inspection of subcontractor/subconsultant work and materials, means and methods of conducting Quality Control testing Program per the requirements of the below mentioned FAA AC. Describe the Respondent's corrective action plan. Describe how the organizational structure supports this plan and clearly identify responsible and accountable parties.

4.2.5 Team Organization (20 Points)

Respondents shall provide a general description of the **Key Team Member** that is proposing to provide design–build services. The PRPA also reserves the right to award more points to successful projects in which the Respondent's **Key Team Members** had substantial responsibility for their respective scopes of work and the characteristics set forth in the definition of Projects of Similar Scope and Complexity.

- a. Provide an organization chart (showing **Key Team Members** and their firm affiliation) for all phases of the Project from design through final acceptance.

Be certain to identify specific individuals for key functions and show interrelationships, reporting hierarchy, roles and clearly identify responsible and accountable parties. Note whether individuals are performing multiple functions. At a minimum, identify the **Key Team Members** performing the functions identified below. To the extent that the Design-Builder has additional **Key Team Members** on their team, the Design-Builder should include those individuals. When appropriate, the same individual may be used in more than one Key position.

The following personnel positions will be considered as **Key Team Member**:

- **Project Manager** - Will have the ultimate responsibility and decision power on the project, and responsible for the overall management of the Project. The Project Manager must be a Professional Engineer duly registered in Puerto Rico to perform those services.
 - **Project Superintendent\Engineer** - Will have the site management on the project, and responsible for the field supervision.
 - **Design Lead** – Responsible for managing the overall, day to day design process for all disciplines. Designer must be a Professional Engineer duly registered in Puerto Rico to perform those services.
 - **Engineer of Record** - Will have the ultimate professional responsibility of the design and execution of the project. Must be a Professional Engineer duly registered in Puerto Rico to perform those services.
 - **Project Scheduler & Cost Control** - Will assist the Project Manager in the preparation, update, and distribution of the project schedule. Will keep track of overall project process, cost, and resources.
 - **Safety Manager** – Will have the ultimate responsibility and decision power in regard to safety policies definition, implementation, execution, and corrective actions, among other safety related activities.
 - **Quality Manager** – Will manage/implement quality standards and procedures, ensure workmanship quality of every activity, perform inspections/tests, review/ensure material quality compliance with specifications, and issue inspections/test, compliance, and non-compliance reports, among others.
 - **Airfield Civil Engineer** - Will manage/implement civil design including airfield geometry, grading, storm drainage, pavement markings and utility layouts.
 - **Airfield Pavement Engineer** – Will develop/implement pavement sections based on FAA requirements and aircraft operations and fleet mix forecasts.
 - **Airfield Electrical Engineer** – Will manage airfield electrical design including runway and taxiway lighting and signage and electrical vault modifications.
 - **Design Consultants** – Its primary line of business will be associated to planning, design, inspection, commissioning, and relocation or new NAVAIDs and FAA commissioning, among others.
- b. Provide a resume for all **Key Team Members** who will serve directly in key positions for projects. Resumes should be no longer than two (2) pages and should include the following information:
- Description of the individual's proposed Project role.

- Educational background, professional licenses, and/or certifications that are relevant to the work associated with the Project.
 - Experience relevant to their proposed role on the Project and how their experience will benefit this Project (FAA or ICAO standards and airfield pavement experience).
- c. Corporate Structure Questionnaire - As described in Section 4.1, the Prime Contractor and Prime Engineer must form a Joint Venture in compliance with Law 173. All Joint Venture partners must have functional responsibilities for the Project. Describe the corporate or legal structure of the Prime Contractor and Prime Engineer that make up the proposed Joint Venture and complete the corporate structure questionnaire for each Firm and all **Team Members** in the form set forth in Attachment C. Describe the duties of each Joint Venture partner. Please provide information for both Joint Venture entities and include such information with your SOQ. A draft of the legal documentation to establish a Joint Venture must be submitted with the SOQ. Said draft must show the full obligation of the joint venturers towards the PRPA in the execution of the Project, if awarded the contract. Noncompliance with this requirement will be cause for disqualification. Design firms must be duly registered in Puerto Rico to perform those services. JV draft must include language of existence within ten (10) years after completion of the project in accordance with Articles 1375 (i) and 1541 (f) of the Puerto Rico Civil Code.

4.2.6 Experience and Expertise with Successful Projects of Similar Scope and Complexity (20 Points).

Respondents shall provide an org chart of the **Team Members** that is proposing to provide design– build services. Identify DBE subcontractors.

- a. Describe the **Team's** past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include information showing proposed Team members and Key Team Members involvement on presented projects. Provide a minimum of four (4) project references of the Respondent (as Prime Contractor/Prime Designer), offering for each a brief summary of the work that was performed and how it relates to the Project. Each reference should include a point of contact including: name, title, name of organization they represent, phone and e-mail information, so that they may be contacted by the PRPA or its designee(s).
- b. Describe the **Team's** past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
- c. Describe the **Team's** past performance in developing and/or managing costs within a Lump Sum Price.
- d. Indicate if any of the Team members have defaulted in a previous contract. Provide details.
- e. Describe the **Team's** past performance working together and/or describe the steps the **Team** has taken to promote integration and a collaborative working environment. The PRPA reserves the right to award more points to those teams who have worked together

in a collaborative delivery model.

4.2.7 Respondent's Design Experience and Expertise (20 Points).

- a. Describe **Design Firm component's** successful track record in airport development and as well as industry-proven procedures in the approach to the planning and design from conception through construction completion.
- b. From Design Firm, describe three (3) projects within the past fifteen (15) years in Airfield or Roadway PCC pavement slip form placement. At least two projects must be Airfield related and at least one project must be runway related. Demonstrate successful completion of PCC pavement sections of a minimum of 14" in depth. Should include past project information as shown in the Attachment D. More points will be awarded to teams who have experience on projects that are more closely related in size and complexity to the proposed project. Include information showing proposed Team members and Key Team Members involvement on presented projects.
- c. For **Design Lead**, describe three (3) projects within the past fifteen (15) years in Airfield PCC pavement slip form placement. All projects must be Airfield related and at least one project must be runway related. Demonstrate successful completion of PCC pavement sections of a minimum of 14" in depth. Should include past project information as shown in the Attachment D. More points will be awarded to teams with Design Lead experience on projects that are more closely related in size and complexity to the proposed project.
- d. Demonstrate experience completing design and construction administration work on an active airfield environment.
- e. Describe the familiarization of the airfield pavement engineer of the **Team** with FAA FAARFIELD or equivalent software.
- f. Describe experience completing design and construction administration work for projects involving phasing related to maintenance of aircraft operations during construction.

4.2.8 Respondent's Construction Experience and Expertise (20 Points).

- a. From Construction Firm, describe three (3) projects within the past fifteen (15) years in Airfield or Roadway PCC pavement slip form placement. At least two projects must be Airfield related and at least one project must be runway related. Demonstrate successful completion of PCC pavement sections of a minimum of 14" in depth. Should include past project information as shown in the Attachment D. More points will be awarded to teams who have experience on projects that are more closely related in size and complexity to the proposed project. Include information showing proposed Team members and Key Team Members involvement on presented projects.
- b. For **Project Superintendent/Engineer**, describe three (3) projects within the past fifteen (15) years in Airfield or Roadway PCC pavement slip form placement. At least two projects must be Airfield related and at least one project must be runway related. Demonstrate successful completion of PCC pavement sections of a minimum of 14" in depth. Should include past project information as shown in the Attachment D. More points will be awarded to teams with Project Superintendent/Engineer experience on projects that are more closely related in size and complexity to the proposed project.

- c. Demonstrate experience completing construction work in a compressed time frame on an active airfield environment.
- d. Include in the narrative the Team's approach to the following:
 - Phasing construction to minimize impact on airport operations.
 - Assessing whether the Design-Builder has achieved performance requirements;
 - Uniform General Conditions for Public Works contracts in Puerto Rico.

4.2.9 Principal office location and local participation.

PRPA desires strong local participation in this project. Describe your firm's approach to maximize utilization of local resources. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e., presently living in or relocating to Puerto Rico) vs. non-local staffing of your team, and the percent of their work expected to be done locally.

4.3 EVALUATION AND RANKING OF Respondents

In the evaluation and ranking of Respondents, the PRPA will consider the information submitted in the SOQ and the interview of the highest ranked Respondents, with respect to the evaluation criteria set forth in the RFQ. The result of the evaluation will be a comparative ranking of Respondents.

For the purpose of selecting and evaluating Respondents, the evaluation criteria will be given the following relative weights:

Evaluation Criteria	Importance (point)
SOQ Requirements	(Pass/Fail)
Respondent's Ability to Provide Performance and Payment Bond	(Pass/Fail)
Respondent's Ability to Meet the PRPA's Insurance Requirements	(Pass/Fail)
Respondent's Financial Capacity	(Pass/Fail)
Project Understanding and Special Concerns	20
Team Organization	20
Experience and Expertise with Successful Projects of Similar Scope and Complexity	20
Design Experience and Expertise	20
Construction Experience and Expertise	20
Total	100

4.3.1 Request for Proposal (RFP) & Selection Process

- a. All Short-Listed Respondents will be notified of their selection and if it is determined by the PRPA, in its sole discretion, that it is in its best interest to proceed with an RFP, they will be invited to participate and submit proposals, all in accordance of Regulation 8981-2017 and applicable laws and regulations.

4.3.2 Conflict of Interest and Communications with the PRPA

- a. Objective consultant performance can be compromised whenever a firm is in a position where they could apply undue influence on Respondent's decisions that ultimately benefit the Consultant.

Consultants may be conflicted from participating on any Design-Build Team in accordance with FAA AC 150/5100-14E – 2.3.3. The following listed Consultants and their subconsultants, may not propose or participate on any Design-Build Team for this project:

- Burns & McDonnell Construction, PR
- Hill International, Inc.
- RDM International, Inc.
- McFarland-Johnson, Inc.
- GEO Engineering, LLC
- Professional Service Industries, Inc.
- Engineering Solution Firm, Corp.

Each Respondent will ensure that each Team Member does not use, consult, include or seek advice from any Restricted Party.

- b. Respondents are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the PRPA regarding this Project shall be via email only and directed to the above indicated PRPA's Representative: Do not communicate about the Project or the Procurement with any other PRPA employees, representatives, or consultants.

Communication with other PRPA employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Respondent or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Respondents may be the cause for PRPA to disqualify the Respondent team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Respondent or Team Member.

- c. Following the PRPA's approval of the Short-Listed Respondents, the PRPA anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from PRPA will set forth the rules and parameters of such permitted contacts and communications. To the extent any Respondent intends at any time to initiate contact with the general public regarding the Project, the nature of such intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by

the PRPA prior to the commencement of such activities.

- d. Respondents and any Team Members will not discuss or communicate, directly or indirectly, with any other Respondents or any director, officer, employee, consultant, advisor, agent or representative of any other Respondent, including any Team Member of such other Respondent regarding the preparation, content or representation of their SOQs.
- e. SOQs will be submitted without any connection (i.e., arising through an equity interest other than an equity interest that does not represent a controlling interest in an entity, as determined by the PRPA from time to time or of a Respondent), knowledge, comparison of information, or arrangement, with any other Respondent or any director, officer, employee, consultant, advisor, agent or representative of any other Respondent, including any Team Member of such other Respondent.

4.3.3 Expenses of Respondent

The PRPA accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Respondent that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Respondent cannot make any claims whatsoever for reimbursement from the PRPA for the costs and expenses associated with the process, even in the event the PRPA cancels this Project or rejects all Proposals.

4.3.4 Public Disclosure

All documentation and submittals provided to the PRPA may be considered public documents under applicable laws and may be subject to disclosure. Respondents recognize and agree that the PRPA will not be responsible or liable in any way for any losses that the Respondent may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Respondent may be required to justify why such material should not, upon written request, be disclosed by the PRPA under the applicable public records act. The PRPA will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Respondents must respond to the notice via email to the PRPA contact with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Respondent associated with any public records request are the responsibility of the Respondents.

4.3.5 Protest Procedures

No protest procedure is contemplated by Regulation No. 8981-2017 for the RFQ/SOQ phase of a procurement process.

4.4 PRPA RIGHTS AND PROCUREMENT CONDITIONS

The PRPA reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
- b. To waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Respondent that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Respondents;
- g. To contact references who are not listed in the Respondent's SOQs and investigate statements on the SOQs and/or qualification of the Respondent and any firms or individuals identified in the SOQ;
- h. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the PRPA's best interests; and
- i. Approve or disapprove of the use of particular subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval shall not be unreasonably exercised.

4.5 REJECTION OF SOQ

The Respondent acknowledges the right of the PRPA to reject any or all SOQs and to waive any informality or irregularity in any SOQ received. In addition, the Respondent recognizes the right of the PRPA to reject an SOQ if the Respondent fails to furnish any required information or documents.

Any one of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of his SOQ:

- a. More than one SOQ for the same work from an individual, firm, or corporation under the same or different names of any of the Team Members.
- b. Evidence of collusion among Respondents.
- c. Evidence of lobbying activities with PRPA or FAA employees, representatives, or consultants.
- d. Unsatisfactory performance record as shown by past work for the PRPA, judged from the standpoint of workmanship and progress.
- e. Uncompleted work which, in the judgment: of the PRPA, might hinder or prevent the prompt completion of the Project if awarded.
- f. Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of letting.
- g. Failure to comply with any qualification regulations of the PRPA or FAA.
- h. Failure to comply with Bonding and Insurance requirements.
- i. Failure to comply with statement and/or letter from Bonding and Insurance companies.
- j. Failure to submit any of the documents required in this RFQ.
- k. Default under previous contracts.
- l. Submitting any of the Forms required uncompleted or not properly filled out.
- m. Communicating with PRPA employees, representatives, or consultants regarding this RFQ other than through official and authorized channels.

SECTION 5: LIST OF ATTACHMENTS

- ATTACHMENT A** – Scope of Work
- ATTACHMENT B** – Respondent Registration Form
- ATTACHMENT C** – Corporate Structure Questionnaire
- ATTACHMENT D** – Identification of Projects
- ATTACHMENT E** – Bid, Performance, and Payment Bond Forms
- ATTACHMENT F** – Insurance Requirements
- ATTACHMENT G** – Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - Primary Covered Transactions
- ATTACHMENT H** – Certification for DBE Annual State Goal (Form included)
- ATTACHMENT I** – Federal Provision Compliance Certification
- ATTACHMENT J** – Nepotism Statement
- ATTACHMENT K** – Non-Collusion Statement
- ATTACHMENT L** – State Provision Compliance Certification
- ATTACHMENT M** – Non-Conflict of Interest Certification

ATTACHMENT A - SCOPE OF WORK

The scope of work for this project will consist of the total runway system design and construction, which includes, obtaining required permits from all federal, state and local government agencies, temporary pavement repairs, staking lines and grades, demolition, phasing plans, signage & marking, storm drainage, erosion control, airfield pavements, NAVAIDs, utilities, fencing, final cleanup and permanent seeding.

The Proposed Project will construct a new permanent Runway 8-26, 500 feet south of the existing Runway 8-26 centerline, to replace the existing Runway 8-26. The runway will measure 11,000 feet long by 150 feet wide, comprised of Portland Cement Concrete (PCC) pavement. The existing Runway 8-26 will be converted to a full-length parallel taxiway. The purpose of the proposed Project is to provide an air carrier runway of sufficient pavement strength and condition to accommodate existing and future operations at BQN, while maintaining adequate runway length for the existing and future aircraft fleet mix using BQN during pavement rehabilitation and reconstruction.

The existing Runway 8-26 is 11,700 feet long by 200 feet wide with 50-foot shoulders. The center section of the runway between 2,000 feet and 8,000 feet is comprised of six (6) to eight (8) inches of Portland Cement Concrete (PCC), with Asphalt Concrete (AC) overlay with thicknesses varying between three (3) and six (6) inches. The runway is serviced primarily by two (2) partial parallel taxiways, Taxiway A and Taxiway M, as well as a traverse diagonal Taxiway C, which ties in with Taxiway D providing access to the southwestern apron area.

Professional services to be provided include civil, electrical, and structural engineering services required to accomplish the design. It is currently expected that the project will be implemented over two-to-four fiscal years for financial feasibility purposes. The selected Design Builder Team shall be responsible for performance of all services necessary to implement the runway relocation. The selected Team shall provide Engineer's Report, Construction Safety and Phasing Plan (CSPP), Construction Management Plan (CMP), Storm water Pollution Prevention Plan (SWPPP), Construction Risk Mitigation plan, topographic survey delineation, geotechnical investigations and all other tasks necessary to complete the project in compliance with FAA and local requirements.

The selected Design Build Team will preliminarily utilize field investigations (e.g., geotechnical studies, lead-based paint/asbestos containing materials analyses, pavement analyses and other documentation) prepared in support of the project to formulate a practical design approach. These may include, but may not be limited to, the Environmental Assessment as well as the 2015 *Evaluation of Alternatives for the Reconstruction of Runway 8/26 Study*. To the extent warranted based on the proposed approach, the selected Respondent will identify the need for additional technical or field studies (i.e., nondestructive testing, geotechnical analysis) for PRPA coordination prior to performing said studies. Activities to be undertaken in formulating the design and implementation approach include, but are not limited to:

1. Coordination with PRPA project manager for required technical studies and survey information;
2. Coordination with airport operations staff and FAA air traffic control to identify and minimize operational impacts during construction. PRPA would like to keep Airport closures to an absolute minimum. Provide examples of how your Team has accomplished this on other projects.
3. Conduct any required geotechnical study, drainage study, topographic study, soil

- analysis, drainage analysis, etc.
4. Preparation of an overall construction phasing plan;
 5. Performance of pavement assessment(s), as needed, to determine pavement conditions necessary to meet anticipated aircraft traffic;
 6. Development of design schematics;
 7. Development of a work safety and phasing plan to minimize construction interference with airfield operations in accordance with FAA AC 150/5370-2f;
 8. Evaluation of drainage alternatives, electrical lighting layouts and system relocation capacities;
 9. Completion of a plan and profile design for airfield pavement areas;
 10. Completion of a runway and taxiway lighting, signage and system circuitry layout;
 11. Completion of a grading plan;
 12. Submittal of a Preliminary/Final Design and Engineering Report and Construction Management Plan;
 13. Identification of local permit requirements and procurement of said permits to the extent warranted during design phase, including update of applicable National Pollutant Discharge Elimination System permit(s);
 14. Provision of bid formulation and evaluation assistance as warranted by PRPA;
 15. Coordination with FAA during design development, review and application phases;
 16. Coordination with FAA for the relocation of any necessary navigational aids (NAVAIDS), including VHF Omnidirectional Range and Tactical Air Navigation System (VORTAC) beacons, as well as the Airport Weather Observation System (AWOS) and Precision Approach Path Indicators (PAPI). Coordination with FAA reimbursable agreement;
 17. Performance of an Airports Geographic Information Systems (GIS) survey and coordination of submittal to FAA per ACs 150/5300-16A, -17C, and -18B;
 18. Provision of technical review of all submittal/shop drawings during construction
 19. Design and build NAVAIDS/electrical systems and their associated above ground and below ground electrical utilities for both airport and FAA-owned facilities.
 20. Filing the 7460's for the project. Preparing Construction Safety Phasing Plans and preparing NR for non-federal equipment.
 21. Mitigation of karst formations, materializing as sink holes in the proposed safety area for Runway 8-26. Subgrade and surface will need to meet the requirements of FAA AC 150/5300-13A. Preliminary geotechnical information will be provided as part of the RFP.
 22. TERPS/ flight procedures coordination. Establishment of new procedures and coordination with FAA lines of business on these procedures.

At a minimum, furnished design shall comply with all requirements set forth at FAA AC 150/5300-13A; AC 150/5320-6f, AC 150/5370-10h AC 150/5320-5d, AC 150/5340-1l, and AC 150/5370-13A.

In addition to the above, deliveries should include, but not be limited to: detailed drawings for progress review at different stages (minimum 30%, 60%, 95% and IFC), specifications, engineering reports, cost estimates, schedules, meeting minutes and Electronic drawing files (AutoCAD format).

ATTACHMENT B – RESPONDENT REGISTRATION FORM



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

Respondent Registration Form

Respondents participating in the RFQ processes should complete the following Respondent Registration Form and send it by email to: BQNRUNWAY.prpa.pr.gov.

PRPA in Puerto Rico Ports Authority by _____, 2021.

First Name _____ Last Name _____

Title _____

Company _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Email _____

All RFP update information will be posted to our websites.

www.prpa.pr.gov

www.BQNRUNWAY.com

Work Phone Number _____

Cell Phone Number _____

ATTACHMENT C - CORPORATE STRUCTURE QUESTIONNAIRE

Respondents shall complete the following information for the Proposed Members:

Legal Corporate Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	

Respondent must:

- Submit the above information for each member of the Joint Venture; and
- Attach a copy of the Joint Venture Agreement to this form

ATTCHMENT D - IDENTIFICATION OF PROJECTS

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 4.3, or the Respondent can provide a separate table for the identified Projects. The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 4.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- e. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- f. Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- i. Project contact of the Owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project example.

ATTACHMENT E - BID, PERFORMANCE AND PAYMENT BOND FORMS
(FOR REFERENCE ONLY. NOT REQUIRED FOR THIS RFQ)

BID BOND
(See Instructions on Page 3)

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Hereinafter called the Principal), and _____

a corporation organized and existing under the laws of _____

_____ and authorized to transact business

Under the laws of the Commonwealth of Puerto Rico, (hereinafter called the Surety), as Surety,
are held and firmly bound unto _____

(Hereinafter called the Obligee) in the penal sum of _____

_____ (\$ _____), lawful money of the

United States of America, for the payment of which, well and truly to be made, the said Principal
and said Surety bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted the accompanying bid dated

_____ for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful.

Performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____

(Principal)

(Surety)

Attest: _____ By: _____

Attorney-in-Fact

BID BOND

Instructions:

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnished of supplies or service. Deviations from this Form it will be subject to evaluation by PRPA's insurance representative.
2. The full legal name and business address of the Principal shall be inserted in the space designate "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g. 5% of the bid price but the amount noT to exceed _____ dollars).
4. The attorney-in-fact signing for the Surety must hold a current power of attorney filed with the Commissioner of insurance of Puerto Rico. Copy of this document must be attached; if noT available, a certification by the Commissioner of Insurance will suffice.
5. Corporations executing the bond shall affix their Corporate Seal.
6. The name of each person signing this bond should be typed in the space provided.

PAYMENT BOND

(See instructions on page 3)

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called the Principal), as Principal, and

a corporation organized and existing under the laws of

and authorized to transact business under the laws of the Commonwealth of Puerto Rico (hereinafter called the Surety), as Surety, are held and firmly bound unto _

(hereinafter called the Obligee), in the penal sum of _

____(\$____) lawful money of the United States, for the payment of which, well and truly to be made, the Principal and said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _
____ day of _20_ for

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duty authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then the above obligation shall be void, otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____ 20__.

Principal

Surety

Attest: _____ By: _____
Attorney-in-fact

PAYMENT BOND

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The attorney-in-fact signing for the Surety must hold a current power of attorney filed with the Commissioner of Insurance of Puerto Rico. Copy of this document must be attached, if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporations executing the bond shall affix their Corporate Seals
5. The name of each person signing this bond should be typed in the space provided.
6. Date of bond must not be prior to date of contract
7. If contactor is a Joint Venture, all members of the Joint Venture should execute the bond.

PERFORMANCE BOND

(See instructions on Page 3)

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called the Principal), as Principal, and _

a corporation organized and existing under the laws of ____

____and authorized to transact business under the laws of the Commonwealth of Puerto

Rico (hereinafter caller the Surety), as Surety, are held and firmly bound unto _

(hereinafter called the Obligee), in the penal sum of _____

____(\$____) lawful money of the United States, for the payment of which, well and truly

to be made, the Principal and said Surety bind ourselves, our heirs, executors,

administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,

dated this _day of 2021 for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly Authorized modifications of said contracts that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____ 20 ____.

Principal

Surety

Attest: _____ By: _____
Attorney-in-fact

PERFORMANCE BOND

INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney –in fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of this authority must be furnished.
3. The attorney-in-fact signing for the Surety must hold a current power of attorney filed with the Commissioner of insurance of Puerto Rico. Copy of this document must be attached; if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporations executing the bond shall affix their Corporate Seals.
5. The name of each person signing this bond should be typed in the space provided.
6. Date of bond must not be prior to date of contract.
7. If contractor is a Joint Venture, all members of the Joint Venture should execute the bond.

ATTACHMENT F - INSURANCE REQUIREMENTS

- a. Evidence of the following insurance coverages if required in the Contract Documents:
- Workmen's Compensation Insurance Policy issued by the Puerto Rico State Insurance Fund.
 - Employer's Liability.
 - Commercial General Liability Insurance
 - Commercial Umbrella Liability
 - Automobile Liability Insurance
 - Professional Liability Insurance
 - Pollution Liability Insurance
 - Builder's Risk all risks form including earthquake.
 - Installation Floater Policy.
 - Marine Policy
 - PRPA's Protective Liability Insurance.
- b. All the above referred to bonds and policies must be satisfactory to the PRPA in compliance with the law, and in form and amount properly sufficient to protect the PRPA. All required coverages shall be placed with insurers that, at a minimum, have a rating of A- (VII) or better by A.M. Best Company or an equivalent rating by another Rating Agency, 3=5nd shall be placed with insurers properly authorized/licensed by the Puerto Rico Insurance Commissioner to conduct insurance business in Puerto Rico.
- c. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation. The certificates files with the PRPA shall state that thirty (30) days written notice will be given to the PRPA before any policy covered thereby is changed or canceled.
- d. If at the due date of the policies, the project is still under construction and the Contractor has not renewed the policies the PRPA can renew them and deduct the amount paid for the premium from the next payment.

Workmen's Compensation and Employer's Liability

This insurance shall protect the Contractor against all claims under applicable state workmen's compensation law. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not all within the provisions of a workmen's compensation law. The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability Stop Gap	\$1,000,000 each person

Commercial General Liability Insurance

Commercial General Liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, and/ or employees.

In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the General Conditions. Coverage shall include premises, ongoing and completed operations, products liability, personal injury, host liquor liability, and independent contractors.

The Authority is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. The Commercial General Liability insurance shall also carry an endorsement in form satisfactory to the PRPA to the effect that the Contractor shall save and hold harmless the PRPA from any claims and damages.

The liability limits shall not be less than:

- | | |
|---|-----------------------------|
| • General Aggregate | \$2,000,000 |
| • Products-Completed Operations Aggregate | \$2,000,000 |
| • Personal & Advertising Injury | \$1,000,000 each occurrence |
| • Bodily Injury | \$1,000,000 each occurrence |
| • Property Damage | \$1,000,000 each occurrence |
| • Damage to Property of Others | \$ 100,000 |

After the execution of the Contract, in the event that the work may require blasting, explosive conditions, or underground operation, the comprehensive general liability coverage shall contain an endorsement relative to blasting, explosion, collapse of buildings, or damage to underground property at the expense of the PRPA. Upon completion of the project the Contractor shall renew this policy for at least two additional years.

Commercial Umbrella Liability Insurance

Commercial umbrella liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, and/ or employees, in excess of the applicable primary liability insurance policies here required.

The Authority is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement. The Commercial Umbrella Liability insurance shall also carry an endorsement in form satisfactory to the PRPA to the effect that the Contractor shall save and hold harmless the PRPA from any claims and damages.

The commercial umbrella policy liability limit required shall be no less than \$20,000,000.

Commercial Auto Liability Insurance

Automobile Liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to member of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles, whether they are owned, no-owned, borrowed, or hired, with a \$1,000,000 combined single insured limit:

The Authority is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. The commercial Auto Liability insurance shall also carry an endorsement in form satisfactory to the PRPA to the effect that the Contractor shall save and hold harmless the PRPA from any claims and damages.

Professional Liability Insurance

When any architects, engineers, project managers, construction managers or other professional consultants perform work in connection with this Contract, professional liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$10,000,000 per occurrence and in the annual aggregate. When policies are renewed or replaced, the policy retroactive date shall coincide

with, or precede, start of work in connection with this Agreement. A claims-made policy that is not renewed or replaced shall have an extended reporting period of two years.

Pollution Legal Liability Insurance

Pollution legal liability insurance shall be provided covering first party claims and third-party bodily injury, property damage and other losses caused by pollution occurrences during the Term with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include environmental cleanup, remediation, and transported cargo and non-owned disposal sites extensions. When policies are renewed or replaced, the policy retroactive date shall, if practicable, coincide with or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two years. The Authority is to be named as an additional insured.

Installation Floaters

The insurance shall protect the Contractor and the PRPA from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouses or storage areas, during installation, testing, and after the work is completed. It shall be of the "all risks" type, including windstorm, earthquake, and flood, with coverages designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the PRPA's furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the PRPA as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. If the aggregate value of the PRPA's furnished and Contractor's furnished equipment is less than \$10,000, such equipment may be covered under builder's risk insurance, and if so covered this installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

Builders Risk

The Contractor shall provide all risks, including windstorm, earthquake, and flood, builder's risk insurance for the contract's total cost, including cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverage to include sublimits for applicable endorsements, such as escalating clause, plans, drawing and documents, ordinance or law, expediting expenses, temporary repairs, professional fees, debris removal, pollutant cleanup costs, preventive measures, temporary protection, additional costs clause, loss minimization, contractors extra expense, inland transit, off site storage, business interruption, among others.

The Authority is to be named as an additional insured and loss payee.

Subcontractor's and Subcontractor's Insurance

The Contractor shall, throughout the performance of work under the contract, procure and maintain in effect, and require all subcontractors and others performing any such work to maintain in effect, insurance of the types and with limits not less than the minimum amounts specified above, or insure the activity of his subcontractors in his own policy. The PRPA is to be named on the required

subcontractor's policies as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

PRPA's Protective Liability

The Contractor shall furnish evidence to the PRPA that, with respect to the Contractor's operations or those of any of his subcontractors, he has provided in behalf of the PRPA, Protective Liability with limits not less than:

- Bodily Injury \$ 1,000,000 each occurrence

- Property Damage \$ 1,000,000 each occurrence/\$ 2,000,000 Aggregate

**ATTACHMENT G - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**



CERTIFICATION BY CONTRACTOR

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSABILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Contractor _____, certifies to the best of it knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Executed this _____ day of _____, 20____

By:

(Signature of Authorized Official)

(Title of Authorized Official)

ATTACHMENT H - CERTIFICATION FOR DBE ANNUAL STATE GOAL

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the PRPA to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this RFQ. These requirements apply to all Respondents, including those who qualify as a Disadvantaged Business Enterprise (DBE).

The PRPA has established a DBE contract goal for this contract. The Respondent shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 10% of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

All Respondents shall submit the following information with their SOQ on the forms provided:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The anticipated percentage of the participation of each DBE firm participating;
4. Written documentation of the Respondent's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the participating DBE firms verifying their intent to participate in the project (i.e. Letter of Intent)
6. Evidence of good faith efforts undertaken by the Respondent, as described in appendix A to 49 CFR Part 26

Note: Per Federal Regulation 49 CFR Part 26.53.b.3, sponsors have the discretion to require the Respondent to submit the DBE confirmation as a matter of responsiveness or any time prior to commitment to performance of the work (contract award). The solicitation should explicitly state when all DBE information is to be submitted.

DBE UTILIZATION FORM

The undersigned Respondent has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

- The Respondent Offer is committed to a minimum of 10% DBE utilization on this contract.
- The Respondent (if unable to meet the DBE goal of 10% is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Respondent shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Respondent shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contract Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description of Work To Be Performed	Race and Gender of Firm

ATTACHMENT I – FEDERAL PROVISION COMPLIANCE CERTIFICATION



FEDERAL PROVISION COMPLIANCE CERTIFICATION

_____, certifies, represents, and warrants to the Puerto Rico Ports Authority (“PRPA”) that:

- 1. No Government Obligation to Third Parties.** PRPA and Respondent acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the awarded contract and shall not be subject to any obligations or liabilities to PRPA, Respondent, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 2. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq).** Respondent acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., “Administrative Remedies for False Claims and Statements,” apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which the awarded contract work is being performed. In addition to other penalties that may be applicable, the Respondent further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent to the extent the Federal Government deems appropriate.
- 3. Access to Records and Reports.** The following access to records requirements apply to the awarded contract: (1) The Respondent agrees to provide PRPA, the Government of Puerto Rico, FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent which are directly pertinent to the awarded contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Respondent agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Respondent agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4. Equal Employment Opportunity (20 CFR Part 1630, 41 CFR Part 60 et seq).** During the performance of the awarded contract, the Respondent agrees as follows: (1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state

that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. (3) The Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Respondent's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The Respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The Respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the Respondent's noncompliance with the nondiscrimination clauses of the awarded contract or with any of the said rules, regulations, or orders, the awarded contract may be canceled, terminated, or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The Respondent will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Respondent will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Respondent may request the United States to enter into such litigation to protect the interests of the United States.

5. **Government-wide Suspension and Debarment.** By signing and submitting Submittal of Qualifications, Respondent or contractor agrees to comply with the following: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Respondent is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The Respondent must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the Respondent did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The Respondent or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **Contract Work Hours and Safety Standards Act (20 CFR §5.5(b)).** (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause

set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages – PRPA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Respondent or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352, as amended).** Respondents who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned Respondent certifies, to the best of his or her knowledge, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. **Clean Air (42 U.S.C. § 7401 et seq).** Respondent agrees to comply with all applicable standards,

orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Respondent agrees to report each violation to PRPA and understands and agrees that PRPA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Respondent also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Clean Water (33 U.S.C. § 1251 et seq).** Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Respondent agrees to report each violation to PRPA and understands and agrees that PRPA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Respondent also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
10. **Procurement of Recovered Materials (42 U.S.C. § 6962).** (1) In the performance of the awarded contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
11. **Department of Homeland Security Seal, Logo, and Flags.** The Respondent shall not use the DHS seal(s), logo(s), crest(s), or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
12. **Compliance with Federal Laws, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Respondent will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Company: _____

Representative Name

Signature

Date

ATTACHMENT J – NEPOTISM STATEMENT



NEPOTISM STATEMENT

The Respondent or any officer, if the Respondent is other than an individual, shall disclose whether Respondent has a relationship, either by blood or marriage, with any official or employee of the PRPA by completing the following:

If Respondent is an individual:

- I am not related by blood or marriage to any official or employee of the PRPA.
- I am related by blood or marriage to the following official(s) or employee(s) of the PRPA:

Name of PRPA's official or employee: _____

Relationship: _____

If Respondent is not an individual:

- The officers of the company submitting these Submittal of Qualifications are not related by blood or marriage to any official or employee of the PRPA.
- The officers of the company submitting these Submittal of Qualifications are related by blood or marriage to the following official(s) or employee(s) of the PRPA:

Name of company officer: _____

Title of company officer: _____

Name of PRPA's official or employee: _____

Relationship: _____

ATTACHMENT K – NON-COLLUSION STATEMENT



NON-COLLUSION STATEMENT

The undersigned affirm that they are duly authorized to execute the contract, that this company, firm, partnership, or individual has not prepared this Submittal of Qualifications in collusion with any other respondent, and that the contents of this Submittal of Qualifications as to prices, terms, or conditions of said Submittal of Qualifications have not been communicated to the undersigned nor any employee or agent to any other person engaged in this type of business prior to the official opening of this submittal.

Respondent: _____

Address: _____

Phone: _____

Email: _____

Name of Respondent's Authorized Representative: _____

Position: _____

Signature: _____

Date: _____

ATTACHMENT L – STATE PROVISION COMPLIANCE CERTIFICATION



STATE PROVISION COMPLIANCE CERTIFICATION

_____, certifies, represents, and warrants to the Puerto Rico Ports Authority (“PRPA”) that:

1. Under penalty of nullity, no official, employee, or contractor of the PRPA will derive or obtain any benefit or profit of any kind from the contractual relationship that will result from this procurement. If such a benefit exists, the required waiver has been submitted before the Submittal of Qualifications.
2. None of the members of the Board of Directors, executives, authorized representatives, or shareholders of our company have been accused and convicted of crimes against the Government of Puerto Rico or the Federal Government that involve appropriation of public funds or fraud against public property.
3. There is no criminal or civil procedure or investigation pending for any of the crimes or felonies described on the precedent paragraphs against any of the members of its Board of Directors, executives, authorized representatives, or shareholders.
4. We will inform the PRPA of any situation or procedure that may be initiated against any of the parties mentioned above any time after the signing of any agreement resulting from this RFQ.
5. Our company: (a) does not discriminate in any manner against an employee, an applicant for employment, subcontractor or any person because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) includes a provision similar to that contained in subsection above in any subcontract executed in connection with the services to be provided under the contract resulting from this RFQ, but excluding subcontracts for standard commercial supplies or raw materials; (c) posts in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and (d) maintains a written sexual harassment policy and informs our employees of the policy.
6. When issuing this Submittal of Qualifications, as an employer, we are in full compliance with Act Number 5 of December 30, 1986, as amended, also known as Organic Act for the Administration of Child Support Enforcement of the Government of Puerto Rico.
7. The Submittal of Qualifications have been prepared and developed without collusion with other eligible proponent and without effort to preclude the PRPA from obtaining the best competitive Submittal of Qualifications.
8. If an agreement is reached with the PRPA, we will be registered to do business in Puerto Rico and have any required business and professional licenses.
9. We understand that violation of these certifications may lead to resolution of the agreement resulting from this RFQ without prior notice.
10. No PRPA’s official, employee, or contractor involved in this procurement has a financial interest in this contract, purchase, or commercial transaction, and neither has had, directly or indirectly, financial interest in this company for the last four years.
11. No PRPA’s official, employee, or contractor solicited or accepted, directly or indirectly, for his/her, some member of its family unit or any other person, gifts, allowances, favors, services, donations, loans, or any other thing of monetary value.

12. No PRPA's official, employee, or contractor associated with this transaction solicited or accepted valuable goods from any person from my entity as payment to complete the duties or responsibilities of his/her job.
13. No PRPA's official, employee, or contractor asked, directly or indirectly, for him/her, or any member of his/her family unit, nor any other person, business or entity, valuable goods, including gifts, loans, pledges, or favors in exchange of acting to favor me or my entity.
14. I have no relationship within the fourth level of consanguinity or second of affinity with any employee that has the power to influence or participate in the organizational decisions of the PRPA.
15. Our company meets the appropriate state licensing requirements, for the corresponding services (ie. engineer, etc.) to practice in Puerto Rico.
16. Our company has not had a record of substandard work within the last five (5) years.
17. Our company has not engaged in any unethical practices within the last five (5) years.
18. Our company acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.

Company: _____

Representative Name: _____

Signature: _____

Date: _____

ATTACHMENT M – NON-CONFLICT OF INTEREST CERTIFICATION

NON-CONFLICT OF INTEREST CERTIFICATION

_____, certifies, represents, and warrants to the Puerto Rico Ports Authority (“PRPA”) that pursuant to 2 C.F.R. 200.112 the following answers are true and accurate:

1- Does the Respondent has/had any other current or former advisory contracts with any entity of the Government of Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico?

No _____

Yes _____

Describe:

2- Does the Respondent has/had any recent historical or ongoing legal proceedings, Interviews, or investigations being conducted by any US and/or local law enforcement agencies involving the respondent’s firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico, state agencies, and/or public corporations?

No _____

Yes _____

Describe:

3- Does the Respondent has/had conducted any work for any creditors or guarantors of the Government of Puerto Rico, a state agency, and/or a public corporation about their positions in Puerto Rico debt obligations? If the answer is yes, please indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

No _____

Yes _____

Describe:

4- Does the Respondent is currently under any services contract or has been awarded a services contract (even if contract has yet to be executed) with PRPA?

No _____

Yes _____

Describe:

Company: _____

Representative Name: _____

Signature: _____

Date: _____