



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

REQUEST FOR QUALIFICATIONS

Professional Architecture / Engineering Services for Puerto Rico Regional Airports: MAZ / ABO / SIG / RVR / VQS / CPX / X83

REQUEST FOR QUALIFICATIONS

Professional Architectural/ Engineering Services for Puerto Rico Regional Airports

The Puerto Rico Ports Authority (PRPA) invites engineering firms with expertise in airports to submit "Statements of Qualifications" (SOQ) with the purpose of providing architecture/ engineering support services for the Fiscal Year 2024-29 Capital Improvement Program (CIP), for the following project:

1. Various Airports Airfield Pavement Rehabilitation:
2. Master Drainage Plan, Mercedita Airport (PSE) Ponce, PR

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14e will be utilized to select the most qualified firm.

Firms interested in providing the requested services shall submit their statement of qualifications (SOQ) and experience along with references in accordance with the Instructions included on this Request for Qualifications (RFQ), no later than, February 28, 2024 3:00PM.

This contract is subject but not limited to the following federal 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 -Disadvantage Business Enterprises Participation.
- DOT Regulation 2 CFR Part 180– Government-wide Debarment and Suspension
- DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause

The complete RFQ documents can be obtained at Puerto Rico Ports Authority Engineering Office located at #64 Lindbergh St., Isla Grande, (Antigua Base de Miramar), San Juan, or downloaded at <http://www.prpa.pr.gov/oportunidadesdenegocio>. Additional questions regarding this RFQ shall be addressed by email at: Airport.rfq@prpa.pr.gov.

Cordially,



Joel A. Pizá Batiz, Esq.
Executive Director

December 14, 2023
San Juan, Puerto Rico

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RFQ- REGISTRATION FORM
Professional Architectural/ Engineering Services
for Puerto Rico Regional Airports

Firms participating in the above-referenced RFP must complete the following Proponent Registration Form and send it by email to Airport.rfq@prpa.pr.gov before February 28, 2024.

Company Name: _____

Main Office Address: _____

Main Office Phone Number: _____

RFQ Contact Name: _____

RFQ Contact Email: _____

Regional/Local Office Address: _____

RFP Contact Mobile Phone Number: _____

Regional/Local Office Phone Number: _____

Any change to the information above must be sent to the Puerto Rico Port Authority to: Airport.rfq@prpa.pr.gov

By Registering, the Respondent agrees to be bound by all terms and conditions of the RFQ.

A. Scope of Service

The Puerto Rico Ports Authority (PRPA) is seeking professional engineering consulting services to support Capital Improvement Program (CIP) for Federal Fiscal Year 2024, for the following project:

1. Various Airports Airfield Pavement Rehabilitation: RVR RW, RVR Main Apron (Concrete Slap Spall Repair and Joint Seals), MAZ TW Alpha and Main Apron, ABO Main Apron, CPX TW Alpha and Main Apron, VQS TW Alpha / GA Apron, PSE Main Apron (Concrete Slap Spall Repair and Joint Seals) / GA Apron and X63 RW/ Main Apron.
2. Master Drainage Plan, Mercedita Airport (PSE) Ponce, PR

The PRPA is seeking Statement of Qualifications to select Consultants to contract three (3) projects. Consulting firms interested in participating in more than one project should submit a Statement of Qualifications for each project separately.

First Project: Various Airport Airfield Pavements Design

The design services will consist on the design to develop plans and specifications that can be used to procure a construction contractor. The project consists of the rehabilitation of asphalt and concrete pavement. PRPA has options to contract some or all task together based on funding.

The Consultant shall conduct all activities required to accomplish a complete project design for each project: surveys, geotechnical investigation, prepare sketches/schematics, final drawings, safety and phasing plan, and construction management plan, all in accordance with FAA Standards.

The final deliverables shall consist of construction contract documents, which shall be complete and shall set forth in detail all requirements for the survey, civil, environmental, geotechnical, mechanical, electrical, security, safety, phasing, and site work, and all necessary permits and approvals required for the various construction project.

Design shall meet the latest applicable FAA's Advisory Circulars: 150/5320-6e, Airport Pavement Design and Evaluation, 150/5370-10G Standards for Specifying Construction of Airports, 150/5320-5d, Airport Drainage Design, and 150/5340-1I Standards for Airport Markings AC 150/5370-13.

Airport Name	City	Code	Areas
Antonio (Neri) Juarbe Pol Airport	Arecibo	ABO	Main Apron
Hermenegildo Ortiz	Humacao	X63	RW 10-28 / Main Apron
Antonio Rivera Rodríguez	Vieques	VQS	TW Alpha / Main Apron
José Aponte de la Torre	Ceiba	RVR	RW 7-25 / Main Apron
Benjamin Rivera Noriega	Culebra	CPX	TW Alpha / Main Apron
Mercedita Airport	Ponce	PSE	Main Apron / GA Apron
Fernando L. Ribas Dominicci	Isla Grande-San Juan	SIG	Main Apron

During the preliminary phase, the Consultant shall present construction alternatives and cost estimates for PRPA and FAA evaluation.

The Consultant shall have representatives available to be present at PRPA's Office as needed for required milestones in order provide administrative support services, including FAA reports, meetings, and record keeping.

During the bid process, the Consultant shall assist the PRPA Engineering Department, answering bidder's requests for information, tabulating the bid items, and analyzing bid results furnishing recommendations for the award of contracts.

During the construction phase, the Consultant shall provide full time personnel at the field, for each project, to conduct all activities required for the construction contract administration, including administrative support, ensuring compliance with the design and specifications, enforcement of federal and state regulations, and quality assurance in accordance with the design and the Puerto Rico's local regulations.

Second Project: Master Drainage Plan, (PSE) Ponce, PR

The plan will primarily identify the needs for existing and future drainage ways for conveying storm water from multiple drainage basins and neighborhoods.

In general, the Master Drainage Plan will:

- Collects topographic survey, hydrologic and hydraulic data collection and available relevant data, airport master plan, any previous analyses/designs, and information about existing drainage deficiencies and flood hazard.
- Hydrologic and hydraulic (H&H) analysis and modeling
- Quantify the amount of stormwater generated during storm events and the response of the airport's existing drainage infrastructure.
- Consider the off-airport contribution of water entering the airport facility,
- Build planning efforts within the City of Ponce, US Army Corp and individual landowners
- Provides alternatives to correct the issues and reflect future conditions. Identifies drainage deficiencies, develops and evaluates improvements.
- Provide general recommendations and cost estimates for future capital improvements to minimize flood damage for, water runoff in accordance with the FAA's AC 150/5320-5D as the design storm (100yr and 5yr storm event).

B. Instructions

Firms interested in providing the requested services shall submit a statement of qualifications in a PDF electronic file email to Airport.rfq@prpa.pr.gov no later than, **February 28, 2024, 3:00PM:**

Additional questions regarding this RFQ shall be addressed to Airport.rfq@prpa.pr.gov

Cover letter shall be addressed to:

Joel A. Pizá Batiz, Esq.
Executive Director
Puerto Rico Ports Authority

To the attention of:

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

If delivered by mail, Statement of Qualifications (“SOQ”) must be addressed to:

Puerto Rico Ports Authority
Sección de Archivo y Correo
PO Box 362829
San Juan, P.R. 00936-2829

Submittals shall be enclosed in a sealed manila envelope properly addressed and marked: “Statements of Qualifications”, Firm’s name and mail address.

When sent by mail, each manila envelope containing documents shall be properly wrapped or enclosed within an outer envelope properly addressed and also marked as above indicated, to prevent premature opening. The mail services stamped date will be considered as the delivery date.

If delivered by hand, Proposals must be delivered to the “Sección de Archivo Central y Correo” located at the Puerto Rico Ports Authority Main Building, #64 Lindbergh St., Isla Grande, (Antigua Base Naval de Miramar), San Juan on or before the date and time above indicated.

Regardless of the circumstances, Proposals sent by fax, email or other electronic means will not be accepted; these will be automatically rejected / disqualified.

Proposals delivered after the specified deadline or delivered wrong will be will be rejected / disqualified. Late Proposals will be returned to the submitting firm unopened with the notation.

C. Submittal Content.

The following information shall be included in the envelope to be submitted by the Firm:

1. **Introductory letter** - Introductory Letter, signed by an authorized representative, of no more than two (2) pages, containing the following office information:
 - a. Project title: SOQ for Professional Architectural/Engineering Services
 - b. Firm's name
 - c. Mailing and physical address
 - d. Contact person
 - e. Phone numbers
 - f. Brief project approach and executive presentation.
2. **Firm's experience on similar projects** - Provide a list of at least three (3) projects that demonstrate the firm's experience of similar scope performed within the last five (5) years. For each project, the list must include: project name, a brief scope of work, and a reference's contact person with email address or phone number. Limit responses to a maximum of three (3) pages.
3. **Firm's capabilities for project's execution** - Provide a brief description of the firm office(s) that will lead the project. Indicate the personnel who would serve as the project leader and specialist: specific experience for each person on relevant projects and if they are available to work during the period needed, or their current workload. Indicate if the firm has a local office and the number of personnel; also indicate how the firm management will substantially undertake the work production. Limit responses to a maximum of one (1) page.
4. **Stakeholders Outreach (Limited to Second Project):** – Explain how you propose to approach project coordination with stakeholder of the airport community. Limit responses to a maximum of one (1) page.
5. **Construction Oversight (Limited to First / Third Project):** Explain how you propose these services staffing, day to day inspection and managing quality assurance. Describe the experience of the personnel to be assigned in the construction phase, working with the administration of Puerto Rico's standard government construction contracts ("Uniform General Conditions for Public Works"). Limit responses to a maximum of one (1) page.
6. **Puerto Rico Government Documentation:**
 - Copy of Certificate of Authorization to Do Business in Puerto Rico, from the Puerto Rico Department of State, in case of Foreign Corporations.
 - Copy of Certificate of Registration, from the Puerto Rico State Department, in case of Corporations.
 - Copy of Form SC2918 "from the Treasury Department, in case of Partnership and Individuals.

7. Federal Government Documentation:

- Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (Form included).
- Certification for Disadvantage Business Enterprise (DBE) Annual State Goal (Form included).
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.
- Certification for No Conflict of Interest, Goal (Form included).

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

D. Evaluation

Statement of Qualification

Each statement of qualification will be examined by Selection Committee for compliance with the requirements stated in Section B.

From the experience and qualification data obtained from consultants, the Selection Committee will prepare a pre-selection short-list of the best qualified consultants. Utilizing the Qualifications Evaluation Sheet included below the Selection Committee will establish an order of qualification of the short-listed Firm.

The Firms will be evaluated on the basis to perform successfully all services described. The evaluation consists of the: professional qualifications, expertise, the capacity to deploy the necessary resources, and undertake the projects among other criteria.

For the purpose of development this SOQ, firms may not enter on any efforts to obtain information from the PRPA, such as: preliminary studies, airport information, and/or other internal information. SOQ shall be specific to the requirements stated in Section B. Site visits, and technical data will be shared with the Firms during the negotiation phase.

Rating Criteria	Possible Score	Result
Experience Record	1 - 25	
Project Approach and Understanding	1 - 25	
Capability of the Branch Office	1 - 25	
Personnel Qualifications	1 - 25	
Total Result	-	

Economic Proposal

After evaluation of the SOQs, PRPA may issue an RFP to fully define the scope of work and services to be provided or may initiate cost proposal negotiations with the first-ranked firm.

In the event the Committee cannot negotiate a satisfactory contract fee with the first-ranked Firm, negotiations will be terminated with that Firm and will then begin negotiations with the next second-ranked Firm and subsequently until reach a reasonable fee.

This process will continue until satisfactory contractual arrangements with a Firm have been reached.

Immediately after the selection, the Firms shall be notified of the final selection results through letters.

E. Protest Procedure

In accordance with Article XIX of the Regulation and the Puerto Rico Uniform Administrative Procedure Act, Act No. 38-2017, 3 LPRA § 9659, as amended, any Proponent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFQ may submit a request for reconsideration ("Protest") before the Bids Appeals Board no later than ten (10) days of the date in which the notice of the selection of a preferred proponent is sent via the U.S. Postal Service.

A Protest must be in writing, shall be submitted with three (3) copies, and contain the following:

1. The procurement title and/or number under which the Protest is made.
2. Name and address of the allegedly aggrieved party.
3. A detailed description of the specific grounds for the Protest, including a brief and concise statement of the errors and all supporting documentation.
4. A discussion of the errors stated, including the applicable provisions of law and jurisprudence.
5. The specific ruling or relief requested.

The Protest shall be addressed to:

Bid Appeals Board
PO Box 362829
San Juan, P.R. 00936-2829

A copy of the Protest shall be sent to the President of the Bids Board and to all Proponents participating in the RFQ. The Protest must include a certification that the Bids Board and Proponents that participated in the RFQ were notified by certified mail with return receipt, within the term established to submit the motion for reconsideration.

A request for reconsideration or other petition for review that fails to comply with Applicable Law may be dismissed or denied without further consideration.

If the Bid Appeals Board does not resolve, address or otherwise resolve the Protest, the term to seek judicial review shall begin to lapse after thirty (30) days of the filing thereof. Details of the Protest process shall be included in the notification regarding the awarding of the RFQ.

Judicial Review: Any party adversely affected by a final decision or order by the Bid Appeals Board may seek judicial review before the Puerto Rico Court of Appeals within twenty (20) days from the date in which a copy of the notice of the final decision or order of the Bid Appeals Board is filed. The mere filing of an appeal for judicial review shall not have the effect of paralyzing or staying the award of the contested RFQ.

F. General Conditions:

1. The PRPA reserves the right to initiate additional procurement action for any of the services described in this RFQ.
2. Communications with PRPA's regarding any matter related to the contents of this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the firm's proposal.
3. A Firm responding to this RFQ understands and agrees that in the event that a Firm is selected the firm must maintain the following insurance coverage policies, which include but are not limited to:
 - a. Workmen's compensation insurance required for this type of work, covering the period of time of the construction ("Fondo del Seguro del Estado")
 - b. Public Liability Insurance (\$1,000,000) and a hold harmless agreement in favor of the PRPA.
 - i. General Liability
 - ii. Automobile Liability
 - c. Professional Liability Insurance with minimal coverage in the amount of one million dollars (\$1,000,000).
4. Firms understand that issuance of this RFQ does not constitute a commitment by PRPA to award a contract. PRPA reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFQ or another version of it, including, but not limited to, if it deems that doing so is in the best interests of the Government of Puerto Rico.
5. A Firm responding to this RFQ understands and agrees that in the event that their Firm is selected, is subject to the law No. 84 of 18 June 2002. It establishes a code of conduct that regulates the ethics conduct of the (as) contractors and suppliers of goods or services with the Executive of the Commonwealth of Puerto Rico and applicant economic incentive agencies.
6. A Firm responding to this RFQ understands and agrees that in the event that their Firm is selected, the firm is subject to FAA's Federal Contract Provisions.
7. The PRPA is not responsible for any costs, or expenses incurred in the preparation of this SOQ.
8. The PRPA reserves the right to make investigations when perceived any conflicts of interest of any firms submitting proposals in response to this RFQ. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a SOQ.
9. Responses to this RFQ are public records available for inspection by the public upon issuance of the Authority's Notice of Intended Selection.
10. Any interpretation or correction will be issued as an Addendum by the PRPA. Only a written interpretation or correction by Addendum shall be binding. Firms shall not rely upon any verbal interpretation or correction given by any other method.

G. Federal Aviation Administration Contract Clauses (which applies):

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- 1.1 Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination.** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports.** The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

- 1.6 Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) – The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[specify number]** days from the receipt of each payment the Consultant receives from **[Name of recipient]**. The Consultant agrees further to return retainage payments to each subcontractor within **[specify the same number as above]** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **[Name of Recipient]**. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

- (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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Additional Federal Provisions Required for A/E Contracts exceeding \$25,000

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

Additional Federal Provisions Required for A/E Contracts exceeding \$100,000

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

H. Forms Provided

1. Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
2. Certification for Disadvantage Business Enterprise (DBE) Annual State Goal (Form included)
3. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
4. Certification for No Conflict of Interest



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

CERTIFICATION FOR NO CONFLICT OF INTEREST

Under penalty of absolute nullity, I certify that no public servant of the Puerto Rico Ports Authority (PRPA) is part or has any interest in the profits or benefits produced under any contracts object of this RFQ and that if it is part or has any interests in the profits or benefits produced under contracts, a previous exemption was obtained. The only consideration to provide goods or services to the PRPA under any contract object of this RFQ will be the payment to be agreed with the authorized representative of the agency.

Sign: _____

Date: _____



**CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or 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 of Lobbying Activities" 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 Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Firm Name: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____



**CERTIFICATION OF CONTRACTOR, CONSULTANT OR OFFEROR FOR DBE
ANNUAL STATE GOAL**

I hereby certify that I am the _____ and duly authorized
(Title)
Representative of _____, whose address is
(Firm)
_____, and acknowledge and certify as follows:

- a) Understand that the PRPA DBE Program has an annual state goal, which this firm will seek to attain according to the DBE Program provisions.
- b) Agreed, as an express or implied condition for obtaining the contract, to comply by the provisions of Title 49 Code of the Federal Regulation Part 26 as it pertains to Disadvantage Business.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the PRPA, in connection with this contract involving participation of Federal-Aid highway and transportation funds (if applicable) and is subject to applicable State and Federal laws, both criminal and civil (if applicable).

Date Name

(Signature of Authorized Official)



CERTIFICATION BY CONTRACTOR

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY 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 charge 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)