

**REQUEST FOR PROPOSAL (“RFP”)  
DESIGN AND ENGINEERING SERVICES**

**PROJECT # 123256**

**PLAYITA ROSADA PIER**

**DISTRIBUTED BY  
THE DEPARTMENT OF NATURAL AND ENVIRONMENTAL  
RESOURCES (DNER)**

**DATE OF SITE VISIT: DECEMBER 17, 2021, AT 8:30 AM  
OFFER DELIVERY DATE: JANUARY 20, 2022 IN OR BEFORE  
3:30 PM**

## **I. BACKGROUND**

The Department of Natural and Environmental Resources (DNER) develops and manage projects intended for educational and recreational use under the provisions of Act 23 of 1972, as amended, known as the Organic Act of the DNER. Among the facilities under the custody, control and administration of the DNER are The Playita Rosada Pier in Lajas, Puerto Rico.

The 2017 hurricane season brought insurmountable devastation to Puerto Rico when in the month of September, the Island experienced category four and five storms, Hurricane Irma and Hurricane María.

The DNER continues to advance and assure the maximum recovery and guarantee an efficient, effective, and transparent use of available resources from federal programs that provides grants management, project formulation, compliance and closeout, among other services, for the recovery of Puerto Rico.

## **II. PURPOSE AND INTENT**

The purpose of the Request for Proposals (RFP) is to support preparedness efforts and designing models for the reconstruction of these two boat ramps adversely affected by the catastrophic events or disasters stated above. The renovations, remodeling and improvements that have been identified at the moment are detailed in the Exhibit 1 and will be distributed to the interested parties who request it at: [recuperacion@drna.pr.gov](mailto:recuperacion@drna.pr.gov).

The DNER is seeking to hire local firm to provide support in the design and engineering services necessary for the execution of the disaster recovery. Qualified firms should have experience in design and engineering services and in providing support to work the designing and engineering concepts and aspects necessary for the reconstruction of these facilities.

The Consultant will ensure that all work performed, pursuant to this RFP, is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and GPR regulations, policies and guidance including, but not limited to, Davis- Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857(h)). Qualified designers and engineers shall possess all required Federal and Government licensing. This may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, Private Property Debris Removal (PPDR), HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

### III. DEFINITIONS

Some of the most common definitions related to this RFP are:

- “Bidder” and “Proposer” means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.
- “Bid” “Bid Solicitation” or “RFP” “Solicitation” means this series of documents, which establish the bidding and requirements and solicits Quotes (Proposals) to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation (RFP), price schedule, attachments, and Bid Amendments (Addenda).
- “Successful Bidder” “Awarded Proposer” or “Selected Proposer” means a Proposer or Bidder awarded a contract resulting from this process and are use interchangeably in this document.

### IV. INSTRUCTIONS

The general instructions are:

1. NUMBER OF AWARDS: At the sole discretion of the DNER and based upon the breadth and experience of Respondents to this RFP, or other factors considered in the best interests of Puerto Rico, DNER may award contracts to more than one respondent and award any Respondent one or more steps or task orders per contract. In such case, Respondents acknowledge and accept that DNER reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to DNER is not reached, notwithstanding the Respondents' submission of Best and Final Offers (“BAFOs”).
2. NUMBER OF CONTRACTS: DNER reserves the right, without limitation, to grant more than one contract and/or select more than one qualified respondent or bidder and to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding contract, if it deems that doing so is in its best interests and in the Public Interest. Likewise, DNER reserves the right to modify the contract(s) of the selected respondent(s) to extend the original duration, as further explained in this RFP, or to extent the scale of the scope to include work under subsequent plans as long as it is related to the services requested herein. Award of the contract(s) will be made to the qualified firm(s) whose proposal, in accordance with this RFP, is the most advantageous to the Government, price and other criteria to be considered.
3. NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP: Issuance of this RFP does not constitute a commitment by DNER to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law, including the FOMB if applicable. DNER will not have any binding obligation, duties, or commitments to the Selected Respondent(s) until and unless a contract has been duly executed and delivered by DNER after approval by the appropriate governmental authorities. If DNER is unable to negotiate a mutually satisfactory agreement with the Selected Respondent(s), it may, in its sole discretion, negotiate with the next highest-ranked Respondent(s) or cancel and reissue a new RFP. DNER reserves the right

to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico. If any or all proposals are rejected, DNER reserves the right to re-solicit proposals.

4. **OWNERSHIP OF PROPOSALS:** All documents, including Proposals submitted to DNER, become the property of DNER. Selection or rejection of a Proposal does not affect this provision.

5. **WAIVER OF INFORMALITIES:** DNER reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities and/or the Government of Puerto Rico.

6. **CONFIDENTIALITY OF PROPOSALS:** DNER shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Respondent so identifies such information in its Proposal as proprietary or confidential, and (ii) DNER determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. DNER obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Respondent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. DNER shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Respondent thereby grants to DNER an unrestricted license to use such unrestricted portions of the Proposal.

7. **COLLECTION AND USE OF PERSONAL INFORMATION:** Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including résumés and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide DNER with personal information of employees who have been included as resources in Proposal to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to DNER. Such written consents are to specify that the personal information may be forwarded to DNER for the purposes of responding to this RFP and use by DNER for the purposes set out in the RFP. DNER may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to DNER.

8. **RFP AND PROPOSAL AS PART OF AGREEMENT:** This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Respondent's Proposal will become part of any contract between DNER and the Respondent. If the terms of the

RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

**V. SCOPE OF WORK**

The scope of work presented is based upon circumstances existing at the time the bidding request is released. The DNER reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

DNER seeks to select a qualified design and engineer firm or team to provide support in the design and engineering services, in coordinating the project, and in providing guidance and structure to the execution of disaster recovery. Qualified firms should have experience in design and engineering services and in providing support from a project management and supervision perspective aimed at playing a strategic role in decision-making through strategic planning, coordination, tool development, and best project and program management practices.

**A. SPECIFIC REQUIREMENTS:**

See **Attachment A** for the Specific Scope of Work

<b>Task</b>	<b>Number of weeks from signing the contract to delivery</b>	<b>Cost</b>
Field Work		
Field work report include actual costs		
Permits and Environmental Studies		
Schematic Drawings 30%		
Preliminary Drawings and Technical Specifications 65%		
Pre-final Construction Drawings and Technical Specifications 90%		
Final Construction Drawings and Technical Specifications 100%		
Bid documents preparation		
Assistance and coordination in bidding process		
Assistance in soliciting additional funds, versioning		
Supervision		

**VI. TERMS AND CONDITIONS OF THE CONTRACT**

The initial term of the contract awarded under this RFP shall be for one year, with the option to extend the term of the Agreement for one additional year, with the same terms and conditions. The parties shall agree in writing to extend the term of the contract prior to the end of each fiscal year.

DNER reserves the right to terminate the contract at any time upon 30 days written notice.

## VII. BUDGET OF THE CONTRACT

The resulting contract must be submitted to the FOMB for review and approval if it results in a value of ten million dollars (\$10,000,000.00) or more. Pursuant to FOMB's review of contracts policy, DRNA hereby informs the requirement that the FOMB approve any contract pursuant to such policy before execution.

## VIII. CONTACT PERSON (RFP COORDINATOR)

DNER contact person: Sra. Damaris Delgado  
Position: Directora, Negociado Areas Naturales Protegidas  
Email: recuperacion@drna.pr.gov

## XIX. RFP TIMELINE

The timetable for the RFP solicitation is summarized below.

Key Activity	Target Date
Publication of RFP	December 2, 2021
Deadline to submit registration form	December 16, 2021
Site Visit	December 17, 2021
Deadline to submit questions	December 27, 2021
Addendum Response to clarifying questions	December 31, 2022
Deadline to submit proposals	January 20, 2022
Notice of Award Expected	February 10, 2022
Execution of Agreement expected	February 28, 2022

## X. REGISTRATION

Please note that by registering to participate in this RFP, each registered Respondent agrees to and shall be bound by all the terms and conditions of this RFP. **To be considered a registered Respondent, the Respondent must complete and file with DNER the registration form attached hereto as Attachment B**, which includes the name of the firm and the name and contact information for the individual it wishes to receive RFP-related information. The form must be send via email to: [recuperacion@drna.pr.gov](mailto:recuperacion@drna.pr.gov), **not later than December 16<sup>th</sup> at 9:00 am**. Registered Respondents will also be permitted to direct to DNER questions or requests for clarification regarding the RFP and will be copied on all future communications related to the RFP and RFP addenda, clarifications, and/or selection process. Non-registered Respondents will not be permitted to participate in this RFP.

## **XI. QUESTIONS AND ANSWERS**

All questions and correspondence must be sent to: [recuperacion@drna.pr.gov](mailto:recuperacion@drna.pr.gov) and must reference this specific RFP in the subject line of the email. Any correspondence or questions that do not comply with this requirement or that are sent to any other e-mail address will not receive a response. No questions will be accepted after the deadline provided in the above schedule. DNER will compile a summary of all questions submitted, and all responses, and send one consolidated response document to all registered Respondents at the close of the DNER response period. Any interpretations, corrections or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and sent by email to all respondents. Respondents shall acknowledge receipt of all addenda on the proposal form as attached hereto as Attachment I. Please note that after submission of Proposals, additional requests, interpretations, corrections or changes to this RFP may be made by addendum or official notice from the DNER.

By submitting a Proposal each Respondent certifies that it fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction.

## **XII. CONFLICT OF INTEREST**

Respondents must ensure that all actions related to their response are consistent with the Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the “Ethics Guidelines”) and other applicable ethics regulations. The Respondent shall notify DNER as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable). The Respondent shall explain the actual or potential conflict in writing in sufficient detail so that DNER is able to assess such actual or potential conflict. Respondents must provide a list of any other current or prior consulting contracts that the firm has/ had with DNER or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico (Please include the list with the requested documents in Attachment E).

In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded. Note that DNER may in the future request a list of direct or indirect relationships the Respondent or its professionals have to members of the DNER or executives of other public corporations of Puerto Rico.

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

deliverables. In the event of real or apparent conflicts of interest, DNER reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Respondents. The Respondent shall accept any reasonable conflict mitigation strategy employed by DNER, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. DNER reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to DNER's satisfaction.

### **XIII. NON-DISCRIMINATION CLAUSE**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and

facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **XIV. BLACKOUT PERIOD AND PROHIBITED COMMUNICATIONS**

The blackout period is a specified period during a competitive procurement process in which any Respondent, bidder, or its agent or representative, is prohibited from communicating with any DNER employee or DNER contractor involved in any step in the procurement process about this procurement other than the contact person (RFP Coordinator). The blackout period applies not only to DNER employees, but also to any current contractor of DNER. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. This solicitation designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP’s defined method of communication with the RFP Coordinator. The blackout period begins on the date the RFP is published. The blackout period will end when a contract is signed by both parties. In the event a prospective contractor may also be a current DNER contractor, DNER employees and the prospective respondent may contact each other with respect to their existing contract and duties only.

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

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

## **XV. SUBMISSION FORMAT**

Proposals must be prepared on 8 ½" x 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. DNER encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Submit **2** hardcopy Original, **1** electronic copy in a searchable PDF format, with Pricing/Cost Proposal completed in Excel on USB drives.

Vendors and organizations submitting proposals must submit all documents to: **Oficina de Secretaría, 1<sup>st</sup> floor, DNER Building at Edificio Cruz A. Matos, PR-8838, Km. 6.3 Sector El Cinco, Río Piedras, PR.**

The original copies must have an original signature.

## **XVI. CHANGES OR WITHDRAWAL OF THE PROPOSAL**

A Respondent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator. Absent a full withdrawal, Respondent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for one hundred twenty (120) days from DNER's receipt.

## **XVII. RESPONDENT'S ERRORS AND OMISSIONS**

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

## **XVIII. EXPENSES**

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

## **XIX. RUP/RUL REGISTRY**

Respondents must be register in the RUP at the moment of the presentation of the proposal. This is a mandatory requirement. A contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are

debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48. SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

## **XX. FEDERAL GENERAL PROVISIONS**

Because the costs incurred by DNER under the contract awarded pursuant to this RFP are anticipated to be funded by the Federal Government, the contract shall be also governed by any specific terms and conditions set forth by the awarding federal agency(ies). Attachment L to this RFP includes the general provisions and required clauses under federal and Puerto Rico laws. Respondent shall provide a description of experience in dealing with these and any other applicable provisions and requirements and affirmatively certify that Respondent shall comply.

## **XXI. INVOICING PAYMENT**

All invoices must contain the following language at verbatim:

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

## **XXII. SELECTION CRITERIA AND REQUIREMENTS**

An Evaluation Committee will review proposals and responses. A panel of reviewers will be gathered and to reach uniformity in the assessment of the proposals, they will be trained on the evaluation rubric that will be utilized to score all proposals. Each proposal will be scored by the reviewers whose scores will be averaged to calculate an overall proposal score.

In evaluating the Proposals, the Evaluation Committee will first consider the completeness and responsiveness of the Respondent’s Proposal. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

The Preliminary Proposal Assessment: Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the Evaluation Committee be rejected from further consideration due to “nonresponsiveness” and rated Non-Responsive. Proposals providing responses to all sections will

be eligible for detailed analysis in Phase II, Proposal Evaluation.

The Proposal Evaluation: In Phase II, the Evaluation Committee will evaluate the extent to which a Respondent's Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, cost proposal and other factors based on the evaluation criteria outlined in the Evaluation Criteria Section. As part of the evaluation process, the Evaluation Committee will review the required information for each Proposal received. The Evaluation Committee may also review other information gained by checking references.

The DNER reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The Respondent may be an individual, corporation, partnership or a joint venture duly organized under the laws of the Government of Puerto Rico. All Respondents, if incorporated, must show they are in good standing with the Puerto Rico GPR Department ("State Department"). All Respondents that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the GPR Department requesting authorization to do business in Puerto Rico, which shall have been requested prior to the date of submission of the Proposal hereunder. Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

Respondent's Good Standing and Notification of Debarments, Legal Issues, Ownership Structures, and Conflicts: If any of the Respondent's principals, officers, directors, or partners has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, the Respondent shall disclose that information in its Proposal. Failure to provide such information and complete Attachment L, Respondent's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts shall result in the rejection of the Proposal.

#### A. Evaluation Criteria

The Evaluation Committee will comply with all applicable federal and Puerto Rico Laws, Regulations, Executive Orders, and Policy. The Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following evaluation criteria:

##### **Executive Summary (5 points)**

- Provide a profile of your organization, including mission and vision statements.

##### **Experience and strategy in providing the services (25 points)**

- Describe the experiences of the company and its personnel in providing services similar to the services set forth above.
- Please indicate whether you have experience working with the DNER or with public entities, and years of experience performing like services.

- Evidence of the applicant having offered similar services in the past. Ability to provide the required professional services as evidenced by past performance in terms of client contact, satisfaction, and responsiveness.
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP.
- Provide a detailed description on how the entity will address each of the services or tasks proposed to develop.

**Team qualifications (25 points)**

- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Please identify any specific credentials or certifications relevant to these services that are held by your company or its employees.

**Work plan (25 points)**

- Provide a description of the plan or approach, the role of each staff member (or sub-contractors, if any) expected to perform the services, and the proposed time frames for completion of the services.

**Business references (5 points)**

- Provide a list of three (3) verifiable client references.
- The three (3) professional references should be able to substantiate the quality of service provided.
- Provide a description of the services provided.

**Fee Schedule (15 points)**

- A proposed schedule of fees (and expenses), including hourly rates for persons performing the services or fixed rate for completion of the services.
- Please also describe how you bill for questions on technical matters that may arise throughout the year.
- Applicants must demonstrate that the proposed fee schedule and other miscellaneous chargeable expenses are reasonable according to industry standards, years of experience, and geographic area.

**B. Potential conflicts of interest (will be evaluated in the initial screening)**

Disclose any known facts that would or might create a conflict of interest with DNER if you were awarded a contract for the services. Conflict of interest will include any expressions or behaviors the applicant has made in the past against DNER or that has adversely affected its image.

**C. Criteria for proposal evaluation are as follows:**

The proposer with the highest score will be considered first to be awarded. If two or more of the top-ranking Respondents score within 5 points of each other, DNER reserves the right (but not the obligation) to request that those Respondents participate in an in- person or telephone interview, revise their offers and/or provide additional written information. If this occurs, only those Respondents will be under consideration for eventual contract award. Those Respondents will be provided the opportunity to make a brief presentation based entirely upon the proposal as

submitted to DNER, and the Evaluation Committee will be able to ask questions related to their review of the Respondent’s proposal or consistent with the intent of the RFP. Likewise, DNER shall have sole discretion, to request a Best and Final Offer (BAFO) from Respondents, in order to be in a better position to award the contract(s).

D. Proposal Table of Contents

<b>REQUIREMENTS</b>	<b>Page number</b>
I. Cover sheet	
II. Executive summary (5 points)	
III. Experience in providing the services (25 points)	
IV. Team qualifications (25 points)	
V. Work plan (25 points)	
VI. Business references (5 points)	
VII. Fee schedule (15 points)	
VIII. Potential Conflict of Interest	
IX. Attachments	

### **XXIII. SELECTION OF PROPOSAL IN BEST INTEREST OF PUERTO RICO**

DNER reserves the right to choose the candidate that best complies with the goals and plans expressed in this RFP regardless of the proposed cost.

By submitting a Proposal, each Respondent agrees that if the Proposal is accepted, they will negotiate in good faith and enter into a contract with DNER, for the Term set forth in this RFP (as defined in the Agreement), including all attachments hereto. By participating in this RFP each Respondent also fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction. The Proposal and any additional information submitted by the Respondent or negotiated between Respondent and DNER prior to selection, together with this RFP and any addenda hereto, will serve as confirmations of Respondent's full understanding and acceptance of all terms and conditions therein, and Respondents waive any claims contesting the same. Respondent, by submitting a Proposal, acknowledges and accepts that the final agreement with DNER will include all contract clauses required by 2 C.F.R. Part 200 and FEMA Guidance, as applicable, and that it is able to comply with the requirements therein.

#### **A. Award**

Upon completion of scoring and any interviews that may be conducted, the Evaluation Committee will prepare a Notice of Award Recommendation (or cancellation) document with the signature of all Committee members. Once a final recommendation for the award (or cancellation) is made by the Evaluation Committee to the Secretary, the Secretary can accept or determine to cancel the RFP process, before an Agreement is signed. All Respondents shall receive copy of the final determination.

If awarded, contracting procedure allows ten (10) calendar days after the award notification to Selected Respondent to submit all documentation required for contract execution.

### **XXIV. RIGHT TO REQUEST REVIEW**

Respondents shall have the right to contest this Request for Proposal following the procedure established Section 20 of Act 29 of June 8, 2009, known as the "Public-Private Partnership Authority Act", which in relevant part provides:

A. Right to Review. — Only such Persons that have requested to be evaluated in a procedure of request for qualifications and that have submitted the necessary documents to be evaluated, as per the requirements established by the Authority or by the Partnership Committee, and that have not been qualified, shall be entitled to request a judicial review of such determination. Persons that have not submitted the documents required by the Authority or the Partnership Committee in the course of the qualification procedures, shall be automatically disqualified and may not request a judicial review of the final qualification determination made by the Partnership Committee.

Likewise, only such Proponents that have been qualified to participate in the procedure for selection of proposals, who have submitted to the Partnership Committee complete proposals and all documents required under the procedures established for Proposal evaluation, but who have not been selected for the award of a Partnership Contract, may request a judicial review of the approval

of a Partnership Contract by the Governor or the person onto whom he/she delegates.

Such review may be requested after: (i) the determination not to qualify the Proponent by the Partnership Committee, pursuant to the requirements established in subsection (a) of this Section, to participate in the procedures for the establishment of a Partnership or (ii) the final determination to execute the Partnership Contract with another Proponent, which determination to execute the Contract shall be final after having completed the approval procedures as provided for in Section 9(g)(ii)-(v).

These requests for review must comply with the procedure established in this Section, which shall preempt any other jurisdictional or competence criterion or procedure that would otherwise apply pursuant to other applicable laws and regulations.

B. Request for Judicial Review. —Non-qualified petitioners or non-selected Proponents shall have a jurisdictional term of twenty (20) days counted as of the date of the sending by certified mail of the notice of the Partnership Committee or the Authority, as the case may be, of the final determination to file a writ for administrative review with the Court of Appeals by a recourse in Aid of Jurisdiction to said Court. An interlocutory resolution by the Partnership Committee or the Authority shall not be reviewable; it may only be reviewed concurrently with the final determination. If the date of notice by the Partnership Committee or the Authority is different from the date of mailing such notice, the term shall be counted as of the date of mailing. The reconsideration mechanism shall not apply before the Partnership Committee or the Authority.

The writ of review shall be issued discretionally by the Court of Appeals. Such Court shall issue a statement on the writ requested within a term of ten (10) days as of the date of filing the recourse. The decision of the Court may be to accept the recourse and shall issue a resolution indicating that it shall issue the writ requested, or it may deny it outrightly, in which case, the Court may issue a resolution not stating the grounds. If the Court of Appeals does not issue a statement within ten (10) days following the filing of the recourse or denies the issue of the writ, a jurisdictional term of twenty (20) day shall begin to lapse for resorting to the Supreme Court of Puerto Rico, by writ of certiorari. In the first case, the term shall begin to lapse on the day following the tenth day after having filed the recourse with the Court of Appeals; however, if the Court of Appeals issues a statement on the recourse, the term shall begin to lapse as of the date of filing in the Court's records a copy of the notice on the resolution, order or sentence, as the case may be.

If the Court of Appeals accepts the recourse, it shall issue a final determination within thirty (30) days of having accepted the same. Otherwise, the Court of Appeals shall lose jurisdiction and the twenty (20)-day term for resorting to the Supreme Court shall begin to lapse on the day following such thirty (30)-day term. The review recourse filed with the Court of Appeals and the writ of certiorari filed with the Supreme Court shall be deemed to be the allegation of the petitioner, unless the reviewing Court provides otherwise. In the event that the Court of Appeals issue the writ of review, the party adversely affected by the determination of said Court may resort to the Supreme Court by writ of certiorari within the jurisdictional term of twenty (20) days as of the date of filing in the Court's records the final determination of the Court of Appeals.

C. Notice. —The petitioner before the Court of Appeals or the Supreme Court of Puerto Rico shall give notice, with a copy of the writ, to the Authority, the Partnering Government Entity, the selected Proponent (in the event the award of the Partnership Contract is challenged), the Proponents not selected (in the event the award of the Partnership Contract is challenged), the Persons that were qualified (in the event the qualification by the Partnership Committee is challenged), within the twenty (20)-day term established in Section 20(b), provided, that compliance of such notice shall be a requirement of a jurisdictional nature. All notices under this Section 20(c) shall be made by certified mail. Provided, that if the date of notice to the Authority and all other parties is different from the date of mailing of such notices, the term shall be computed from the date of mailing. The Authority and any other party interested may, within ten (10) days of having been notified of the writ of review or certiorari, or within the additional term that the Court of Appeals or the Supreme Court may grant, file its opposition to the issue of the writ.

By submitting a Proposal, or otherwise participating in this RFP, Respondents acknowledge and accept that any judicial review made with respect to any determination regarding this RFP shall be conducted by following the procedures described herein, and that no proceedings may be instituted for judicial review other than following the provisions of Section 20 of Act 29-2009.

#### ATTACHMENT

- A. Scope of Work / Notes
- B. Registration Form
- C. Application Form
- D. General Certification
- E. Potential Conflict form
- F. Information about Incorporators
- G. Basic Information for Contracting Purposes
- H. Lobbying Certification
- I. Acknowledgement of Receipt of Addenda Form
- J. Non-Collusion Statement
- K. Sworn Statement – Act 2-2018
- L. General Provisions and Required Clause Under Federal and Puerto Rico Laws Sworn Declaration for Individual Businesses