



AUTORIDAD DE
DESPERDICIOS SÓLIDOS
GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE
RECURSOS NATURALES
Y AMBIENTALES

DRNA

GOBIERNO DE PUERTO RICO



REQUEST FOR PROPOSAL (RFP) No. 2026-001

Project and Grant Management Services for Federally Funded Projects

Solid Waste Management Authority
Puerto Rico Department of Natural and Environmental Resources

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Proposal Submission Deadline: September 10, 2026

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I. Procurement Overview

1. Background

The Puerto Rico Department of Natural and Environmental Resources (“**DRNA**” for its Spanish acronym) was established by Act No. 23 of 20 June 1972, as amended, also known as the Organic Act of the DRNA. This Act provides the Government of Puerto Rico, through the DRNA, ensure the most effective conservation of its natural resources, as well as their maximum development and utilization for the general benefit of the community.

Similarly, the Puerto Rico Solid Waste Management Authority (the “**Authority**”) was established under Act No. 70 of June 23, 1978, and later integrated into the DRNA through Act 171 of 2018, known as the DRNA Reorganization Plan.

Under this reorganization, the Authority’s powers, functions, services, and operational structures were transferred to and consolidated within the DRNA to streamline government operations, enhance resource sharing, achieve administrative efficiencies and cost savings, and facilitate the outsourcing of certain functions and services. As part of the DRNA, the Authority’s mission continues to focus on evaluating, planning, developing, and implementing infrastructure and strategies for the efficient management of Puerto Rico’s solid waste, while protecting public health, safeguarding the environment, and conserving the Island’s natural resources.

The Authority facilities across Puerto Rico were significantly impacted by Hurricane María (**FEMA-DR-4339-PR**), a major disaster declaration for the Commonwealth of Puerto Rico, which made Public Assistance (PA) funding available across Puerto Rico, including its agencies and instrumentalities.

As a result, the Authority has been awarded and continues to pursue federal funding from various federal recovery and resilience programs, including but not limited to Federal Emergency Management Agency (“FEMA”) PA Program, and Hazard Mitigation Program (“HMGP”), as well as other federal funding sources that become available. These programs involve a substantial portfolio of projects at various stages of development, procurement, design, construction, grant administration, and closeout.

Given the volume, complexity and regulatory requirements for managing federally funded projects, the Authority seeks through this Request for Proposal (“RFP”) qualified professional **Project and Grant Management Services** to support the planification, administration, and oversight of said projects. The selected Proponent will be responsible for providing technical support to assist the Authority in advancing

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the projects from procurement through design, construction, grant compliance, reimbursement process, reporting and final closeout.

2. Purpose and Intent

Through this RFP, the Authority seeks to establish a professional services contract with a qualified and experienced firm to provide comprehensive **Project and Grant Management Services** in support of its federally funded recovery, mitigation, and resilience initiatives.

The Authority is soliciting a Program Management and Grant Services (“PMS”) firms (“Proponent”) with demonstrated expertise in disaster recovery to support programs administered under FEMA’s HMGP, PA Program, and related federally funded projects associated with Hurricane María for the following **Category E** – Buildings and Equipment projects:

Project Worksheet (PW) No.	Project No.	Project Name
10923	49137	SWA – Cruz A. Matos Building
9898	95359	Toa Baja the Agency Facilities
10243	95360	SWA San Juan Transfer Station
9971	95361	SWA Arecibo Composting Plant
9607	95362	Guayanilla the Agency Building
9708	95364	Aguadilla the Agency Facilities
10065	95365	Lares the Agency Facilities

Services may also extend, as designated by the Authority, to U.S. Department of Housing and Urban Development (“HUD”) programs, including Community Development Block Grant–Disaster Recovery (“CDBG-DR”) and Community Development Block Grant–Mitigation (“CDBG-MIT”).

The Proponent must demonstrate experience in federal grant management, procurement, compliance, project controls, schedule and cost management, documentation and records management, environmental and historic preservation compliance, and coordination with federal, state, and local stakeholders. Acting as an extension of the Authority’s staff, the selected firm will support the efficient implementation of projects, ensure adherence to all regulatory requirements, and facilitate the timely completion of initiatives while maximizing the recovery of eligible funds.

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The selected Proponent will be expected to provide at a minimum the following services:

- **Program and Project Management:** Oversee planning, execution, and closeout of disaster recovery projects across multiple funding streams;
- **Grant Management and Compliance:** Ensure compliance with FEMA, HUD, and other applicable federal and state regulations, including 2 C.F.R. Part 200;
- **Procurement Support:** Assist with procurement processes to ensure adherence to federal requirements and best practices;
- **Project Controls:** Develop and maintain project schedules, track progress, and implement performance monitoring systems;
- **Cost Estimation and Monitoring:** Support budgeting, cost tracking, and financial reporting to maximize eligible reimbursements;
- **Documentation and Records Management:** Maintain accurate, audit-ready documentation and support grant reporting requirements;
- **Stakeholder Coordination:** Serve as liaison with federal, state, and local agencies, including FEMA, HUD, and oversight entities;
- **Funding Allocation Oversight:** Ensure proper segregation and allocation of costs among multiple funding sources;
- **Technical Support:** Provide ongoing advisory and operational support to municipal staff throughout project execution, including but not limited to inspections, regulatory approvals; Requests for Information (RFIs), Requests for Reimbursement (RFRs), and Quarterly Progress Reports (QPRs); record retention in compliance with federal requirements; and provide eligibility recommendations.
- Additional activities described in **Appendix A – Scope of Services** of this RFP.

Moreover, the selected Proponent will be responsible for ensuring proper cost allocation across all funding sources in compliance with 2 C.F.R. Part 200 and applicable HUD requirements.

The Authority expects the work required under this RFP to be funded by a federal awarding agency. Therefore, the Authority will require the awarded Proponent(s) to ensure all work performed, pursuant to this RFP, is eligible for FEMA PA, HMGP, and HUD grant funding and in compliance with all applicable FEMA, HUD, and other applicable Federal, state, and local laws, rules, regulations, and policies. This includes without limitation applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; applicable waivers; National Historic Preservation Act; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment.

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The awarded Proponent(s) must successfully execute the services as set forth in **Appendix A** of this RFP in accordance with applicable federal, state and local laws and regulations, and industry best practices.

3. Definitions

3.1 STANDARD DEFINITIONS

For purposes of this RFP, the following terms shall have the meanings set forth below. These definitions are provided to ensure clarity, consistency, and uniform interpretation of the requirements contained in this RFP and any resulting contract.

- **Audit¹** - A financial review undertaken by an independent public accounting firm, the Inspector General's Office, the General Accounting Office ("GAO") and/or Office of Management and Budget.
- **Awarded Proponent** or **Selected Proponent²** - means a Proponent awarded a contract resulting from this process. The terms are used interchangeably in this document.
- **Central Office for Recovery, Reconstruction and Resiliency (COR3)³** - refers to the Central Office for Recovery, Reconstruction and Resiliency ("COR3") is a division within the Public-Private Partnerships Authority created on October 23, 2017, by Executive Order-EO 2017-65. COR3 was created for the purpose of (a) identifying, procuring and administering all state, federal and/or private resources available to the Government of Puerto Rico or any government entity to invest in the recovery; (b) coordinating and channeling all the efforts and activities of the Government of Puerto Rico and its government entities related to the recovery; (c) financing, executing, or effecting infrastructure projects related to the recovery; and (d) advising the Governor of Puerto Rico and providing technical assistance and advice to other government entities in any matters related to the recovery. COR3 will carry out its purposes in a manner that ensures the most efficient and effective use of the resources available for recovery and to minimize the duplication of recovery works between government entities.
- **Federal Assistance⁴** - is a federal program, service, or activity that directly aids organizations, individuals, or state, local, and tribal governments. Sectors

¹ Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed May 29, 2026, <https://www.fema.gov/about/glossary/audit>.

² Gov. of Puerto Rico — Central Office of Recovery, Reconstruction and Resiliency (COR3), "Modelo de Solicitud de Propuestas (RFP, por sus siglas en inglés)", accessed November 21, 2025, <https://recovery.pr.gov/en/procurement-tools>.

³ *Supra*, at <https://recovery.pr.gov/en/glossary#>.

⁴ Gov. of Puerto Rico, Central Office of Recovery, Reconstruction and Resiliency (COR3), "Glossary," *Puerto Rico Disaster Recovery Transparency Portal*, accessed May 29, 2026, <https://recovery.pr.gov/en/glossary#>

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include education, health, public safety and welfare. Federal assistance is distributed in many ways, including grants, loans, direct payments, or insurance

- **Proponent⁵ or 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.
- **RFP Solicitation⁶** - 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), cost proposal, attachments, appendixes and Bid Amendments (Addenda).

4. General Provisions

4.1. NUMBER OF AWARDS:

At the sole discretion of the Authority and based upon the breadth and experience of Proponents to this RFP, or other factors considered in the best interests of the Government of Puerto Rico, the Authority may award multiple contracts to more than one Proponent and award any Proponent one or more steps or task orders per contract. Proponents acknowledge and accept that the Authority reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals, to amend the Proposal before it is awarded and to withdraw an award(s) if an agreement acceptable to the Authority is not reached.

4.2. NUMBER OF CONTRACTS:

The Solid Waste Management Authority reserves the right, without limitation, to grant more than one contract and/or select more than one qualified Proponent 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, the Authority reserves the right to modify the contract(s) of the selected Proponent(s) to extend the original duration, as further explained in this RFP. Award of the contract(s) will be made to the qualified and responsible firm(s) whose proposal meets RFP's requirements and is the most advantageous to the Government, price and other criteria to be considered.

⁵ Gov. of Puerto Rico — Central Office of Recovery, Reconstruction and Resiliency (COR3), “*Modelo de Solicitud de Propuestas (RFP, por sus siglas en inglés)*”, accessed November 21, 2025, <https://recovery.pr.gov/en/procurement-tools>.

⁶ *Supra*, at <https://recovery.pr.gov/en/procurement-tools>.

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4.3. NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP:

Issuance of this RFP does not constitute a commitment by the Authority 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 Financial Oversight and Management Board for Puerto Rico ("FOMB"), if applicable. The Authority will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by the sub-recipient entity after approval by the appropriate governmental authorities. If the Authority is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest- ranked Proponent(s) or cancel and reissue a new RFP. The Authority 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, the sub-recipient entity reserves the right to re-solicit proposals.

4.4. OWNERSHIP OF PROPOSALS:

All documents, including Proposals submitted to the sub-recipient entity, become the property of the Authority. Selection or rejection of a Proposal does not affect this provision.

4.5. EXPENSES:

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

4.6. WAIVER OF INFORMALITIES:

The Authority reserves the right to waive any informality, irregularity, and/or non-material omission 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.

4.7. CONFIDENTIALITY OF PROPOSALS:

The Authority shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proponent so identifies such information in its Proposal as proprietary or confidential, and (ii) the

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Authority 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. The Authority obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those portions of the Proposal that 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. The Authority 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 Proponent thereby grants to the Authority an unrestricted license to use such unrestricted portions of the Proposal.

4.8. COLLECTION AND USE OF PERSONAL INFORMATION:

Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Authority with personal information about employees who have been included as resources in Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Authority. Such written consents are to specify that personal information may be forwarded to the sub-recipient the Authority for the purposes of responding to this RFP and use by the Authority for the purposes set out in the RFP. The Authority may, at any time, request the original consent or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Authority.

4.9. RFP AND PROPOSAL AS PART OF THE AGREEMENT:

This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal will become part of any contract between the Authority and the Proponent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

4.10. PERFORMANCE EVALUATION:

Please be advised that the resulting contract from this RFP process will be subject to a series of performance evaluations throughout its term. By assessing the contractor's performance at different stages of the contract term, the Authority aims to uphold the principles of fairness, transparency, and efficiency in government procurement. The

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evaluations will seek to review contractors' performance in the following or more areas: quality standards, delivery timelines, regulatory requirements, level of quality and value for the resources invested, and professionalism. The feedback obtained through performance evaluations can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the Authority to learn from past experiences and enhance its practices for better outcomes.

5. Contact Person

5.1. COMMUNICATIONS

All communications regarding this RFP must be submitted through nestor.monserate@drna.pr.gov and addressed to the Authority authorized representative and Point of Contact ("POC") identified below:

Nestor D Monserrate Perez

Recovery & Mitigation Office Director

No other channels of communication (including without limitation telephone, or communications through other the Authority personnel, contractors, or advisors) are authorized.

Blackout Period: The blackout period is a specified period during a competitive procurement process in which any Proponent, bidder, or its agent or representative, is prohibited from communicating with the Authority employee or any of its contractor(s) involved in any step in the procurement process about the solicitation. The blackout period applies not only to the Authority employees, but also to any current contractor of the Authority. "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 identified in this section. The blackout period begins on the date that the Authority first issued the publication of this RFP and will end when the twenty (20) days of request for judicial review have passed.

In the event a prospective Contractor may also be a current contractor of the Authority, its employee and the prospective Proponent may contact each other with respect to their existing contract and duties only. Under no circumstances may the Authority employees or current contractors discuss this RFP or corresponding procurement process or status. Any bidder, Proponent, or the Authority contractor who violates the blackout period may be excluded from the awarding contract and/or

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may be liable to the Authority 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 the Authority, 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 No. 2-2018.

Prohibited Communications: 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 Proponent's proposal.

II. RFP Timeline and Submission Instructions

1. RFP Timeline

The following schedule is to advise all Proponents of key dates of the RFP process. Please note that the RFP timeline includes target dates that may be subject to change. Changes to key dates of the RFP process will be communicated to all Proponents via Addenda through nestor.monserate@drna.pr.gov. However, **it is the sole responsibility of the Proponent to monitor updates to the RFP Timeline.**

The deadline for this process is detailed below:

Table 1: RFP Timeline

Event	Targeted Timeline
Request for Proposal Publication	August 21, 2026
<i>Optional Pre-Bid Meeting</i> Department of Natural and Environmental Resources Location: Carr. 8838, km 6.3 Sector el Cinco, Rio Piedras, Puerto Rico 00926	August 28, 2026 2:00 pm
Submittal of Questions (Request for Information) via email at nestor.monserate@drna.pr.gov	September 2, 2026 no later than 2:00 p.m. AST

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Event	Targeted Timeline
Response for Request for Information via email at nestor.monserate@drna.pr.gov , crivera@drna.pr.gov	September 8, 2026 no later than 4:00 p.m. AST
RFP Proposal Submission Deadline	September 10, 2026 no later than 4:00 p.m. AST
RFP Award-Notification	September 17, 2026
Estimated Date of Execution of the Agreement	September 30, 2026

***This RFP timeline/schedule may be subject to change.

The Authority reserves the right to extend the Proposal Submission date and time. In the event of a dispute over the time and date of receipt of a proposal, the date and time of receipt set by the Authority will prevail. Proposal submissions that have not been submitted by the designated date and time will not be considered.

Proposals must be submitted in person and must include **two (2) hard copies and one USB drive containing full submission. The Authority will not accept proposals submitted via email.** Proposals without all the required information and documentation will be rejected and will not be considered. The Authority reserves the right to reject any, and all, Proposal Package that does not comply with the requirements set forth in this RFP.

2. Pre-Bid Meeting

All interest Proponents are required to attend an in-person orientation/pre-bid meeting before submitting a response to this RFP. Attendance is mandatory and a condition for bid eligibility. This meeting serves the following purposes:

- Provide a clear and comprehensive overview of the project environment and operational context.
- Clarify any questions regarding the Scope of Work ("SOW"), including specifications, qualifications, and minimum requirements.
- Ensure all Vendors receive consistent and complete instructions related to the RFP.

Meeting Details: The pre-bid meeting shall be held on the date and at the time specified in **Table 1: RFP Timeline**. This meeting will be held at:

Location: Department of Natural and Environmental Resources

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Carr. 8838, km 6.3
Sector el Cinco, Rio Piedras, Puerto Rico 00926

- Proponents shall RSVP for the pre-bid meeting by **August 27, 2026** by the Authority POC specified in **Section I (5.2.) Communications** of this RFP.

Failure to attend this meeting will result in automatic disqualification from the bidding process. The Authority reserves the right to convene additional orientation/pre-bid meetings if deemed necessary.

3. Addenda

The designated Representative identified in **Section I (5): Contact Person** has the sole authority to issue any addenda to this RFP. Any changes to the specifications or requirements will be made in writing and posted through nestor.monserate@drna.pr.gov. **Vendor must acknowledge receipt of all addenda in their Proposal.**

Please note that after the submission of Proposals, additional requests, interpretations, clarifications, corrections, or changes to this RFP may be made by addendum.

If, as a result of the aforementioned, the Authority issues an Addendum through nestor.monserate@drna.pr.gov resulting in modifications or additions to the original RFP and the Vendor has already submitted its Proposal, or any part thereof, before the issuance of an Addendum, the Vendor may submit a revised Proposal by the Proposal Submission Date and time. The Authority reserves the right to extend the Proposal Submission Date and time.

Interested Proponents have the sole responsibility of monitoring updates and information communicated through nestor.monserate@drna.pr.gov. All official communication related to this RFP will be per that indication. The notice of this proposal shall not constitute a formal agreement between the parties.

4. Questions and Answers

All questions must be sent via email to nestor.monserate@drna.pr.gov and must reference the following:

1. **Email Subject Line:** Include the following information:

*RFP **2026-001** – DNER – Questions for Solid Waste Management Authority*

2. Required Attachment: The Question Form included in **Appendix B** of this RFP must be completed and attached to the email.

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Any correspondence or questions that do not comply with this requirement or that are sent to any other platform will not be considered or receive a response.

By submitting a Proposal each Proponent certifies that they fully understand, acknowledge, and accept all terms and conditions of this RFP and any amendment thereto, without restriction.

5. Proposal Submission Requirements

5.1. INSTRUCTIONS

Proposals are to be **no longer than 50 pages** in length, one-sided, and on 8 x 11 size paper. **Attachments and Resumes do not count for the 50-page limit.** Proposal font size shall not be any less than 12 points, with 1-inch margins, except for tables and charts, but such text must be clearly legible. Proponents may use 11 x 17 size paper for graphical elements such as organizational charts and timelines which will count as one page for the 50-page restriction. Proponents are encouraged to submit only relevant and necessary information. Also, Proponents may include a Table of Contents that will be exempt from the page limit.

Proposals must be submitted in accordance with the schedule described in this RFP, and the order described in this section. Proponents have the responsibility to ensure the entirety of their proposal is submitted before the deadline. The Authority will not accept any proposal, or additional documents, pages, or attachments to the RFP submitted after the prescribed deadline.

Language: All content within the Proposal shall be submitted in English; provided, however, that certifications, sworn statements, or other documents required by the Government of Puerto Rico may be submitted in Spanish.

Signature Requirements: Documents shall be signed in blue or black ink. For multi-page documents, each page shall be initialed by the authorized representative, and each signature shall be accompanied by the printed full name of the signatory.

Appendices: All blanks shall be fully completed. If a field is not applicable, it shall be marked "N/A."

5.2. MANDATORY REQUIREMENTS

To be considered responsive to this RFP, the Proponent(s) shall complete and submit all requirements set forth in this section and **Appendix C – Mandatory Requirements**. Proponents are required to submit **Appendix C** with their Proposal, identifying the page or attachments where each criterion is addressed to facilitate the evaluation of each Proposal for completeness and adherence to the RFP's requirements.

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5.3. PROPOSAL SUBMISSION

To ensure uniformity with specific requirements, the Proposals shall adhere to the following parameters:

- **All Proponents are required to submit two (2) physical copies of their proposal, and one USB drive containing full submission, and deliver them to the following address:**

Attention to:

Nestor D Monserratwe Perez
Recovery & Mitigation Office Director

Solid Waste Management Authority

Department of Natural and Environmental Resources

Carr. 8838, km 6.3

Sector el Cinco, Río Piedras, Puerto Rico 00926

Tel. (787) 999-2200 Ext. 2455

E-mail: nestor.monserrate@drna.pr.gov

All Proposals must be sent, within the provided timeframe as established in this RFP.

Proponents shall submit their Proposal in a sealed envelope or sealed package. Proposals shall be prepared using the official forms and formats provided by the Authority. Proponents may include additional sheets or attachments to describe, clarify or supplement their Proposals, Information materials such as pamphlets, brochures, or other relevant documentation may be submitted, provided such materials support and facilitate the evaluation of the Proposal.

All Proposals must be clearly identified, with the following information, at a minimum:

1. RFP's title and number;
2. Proposal due date and time;
3. Proposal submission date;
4. Proponent's legal name, telephone number, email and mailing address; and
5. Must be signed by an Authorized representative.

The Authority seeks that Proposals be submitted in a consistent and comparable format. Sections should be tabbed to identify the location of the required information.

5.4. PROPOSAL STRUCTURE

Please read carefully. The structure and order of the Proposals should be as follows:

1. Cover Page (1 Page)

- a. The cover letter should be addressed to the DRNA Secretary, Waldemar Quiles Pérez, including the RFP number and name, and date of submittal.

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- b. Identification of the firm or entity, including name, address, and telephone number. Name, title, address, and telephone number of contact person during period of proposal evaluation. A statement to the effect that the qualifications presented, including key personnel/staff will be available for the project.
- c. Signature of a person authorized to bind the Proponent.
- d. This letter should be signed by an official with the legal authority to bind the Proposal; **if a corporation, a corporate resolution must be included as an attachment authorizing the official who signs the Proposal. The Corporate Resolution does not count toward the Proposal page limit.** The letter shall include a statement that the Proposal and all terms and pricing presented therein are to be valid for a minimum of one hundred twenty (180) days.
- e. The Authority prefers that firms submit individual responses, not joint proposals, or rely on subcontractors to provide the required services. However, if the Proponent would only be able to fully respond to the RFP by partnering with other firms or utilizing subcontractors, please submit a joint response, including a detailed explanation of why your firm, or group of firms, would not be able to fulfill the requirements of the RFP through a sole response.

2. Mandatory Requirement Checklist

- a. Duly executed **Appendix C – Mandatory Requirements.**

3. Statement of the Proponent

- a. Duly Executed **Appendix D – Statement of the Proponent** with all the required information, including experience with federal grants and related federal requirements.
- b. Describe Proponent's experience federally funded projects, including but not limited to FEMA PA, HMGP, CDBG-DT, CDBG-MIT, or other federal assistance programs. Provide examples of similar projects successfully completed for municipalities or other governmental entities.
- c. Describe Proponent's experience providing Project Management (Project formulation, federal Grant management) services related to federal grants, particularly under programs administered by FEMA and HUD. Emphasis should be placed on ensuring accurate Project Formulation, procurement support, financial reporting, compliance, reimbursement support, project closeout services, and other services relevant to federally funded projects.
- d. The Proponent shall submit, as part of its Technical Proposal, a detailed Organizational Chart and Staffing Plan identifying all proposed key personnel, reporting relationships, functional responsibilities, and lines of authority associated with the performance of the services contemplated under this RFP.

The Staffing Plan shall include:

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- i. Roles and responsibilities of each proposed team member;
- ii. Level of effort and availability of each key person;
- iii. Relevant experience and qualifications;
- iv. Reporting structure and supervisory responsibilities;
- v. Quality Assurance and Quality Control (QA/QC) procedures;
- vi. Internal communication protocols;
- vii. Coordination procedures with the Authority and funding agencies; and
- viii. Procedures for replacing key personnel during the contract term.

Any substitution of key personnel after contract award shall require the Authority's prior written approval. Replacement personnel shall possess qualifications and experience equal to or greater than those of the individual being replaced.

4. Scope of Services

This Section shall, at a minimum, include the following:

- a. A detailed description of the Proponent's approach to the required project management services set forth in **Appendix A – Scope of Services**.
- b. A project management plan describing the methods, tools, and procedures to be used to manage project's scope, schedule, federal and state compliance, and any compliance/ federal fund eligibility risks.
- c. A description of Quality Control and Quality Assurance procedures.
- d. Provide examples demonstrating how the Proponent's proposed approach has successfully achieved project objectives, maintained regulatory compliance, and supported timely project delivery for public or private sector clients of similar size, complexity, and funding structure as the Authority.

5. Financial Capacity Documentation

- a. **Provide all documentation required in this RFP to demonstrate Financial Capacity of the Proponent as set forth in this Section.**
- b. Include a statement making a firm commitment that the Proponent will pay its employees without regard to the timing of payment by the Authority.
- c. The financial statements or the alternate documents mentioned in this RFP, as well as the statement from the previous bullet, will not count toward the page limit for this section or the overall page limit for the Proposal.

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Required Documentation: The Proponent in its proposal, shall demonstrate that it has the adequate financial resources to perform the services under the Contract. The Proponent must provide:

- **Year-end (fiscal or calendar):** Audited, reviewed, or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant ("CPA") and prepared in accordance with at least year 2023, and any and prepared in accordance with the US Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
- **Year-to-Date Information:** The Proponent must provide the most recent interim (year-to-date) financial statements for a period ending no later than ninety (**90**) days before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- **Line of Credit or Cash Availability:** Third-party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or a financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proponent. The certification and/or confirmation shall be provided on the bank or financial institution's letterhead, including its address, email, and phone number, the amount required of the unencumbered line of credit, plus available cash balances.
- If the Proponent plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement dully signed by an authorized officer of the Proponent, dated not later than **sixty (60) days** before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP.

Subsidiaries. If the Proponent is a subsidiary that needs to rely on the financial capacity or resources of its parent or holding company to demonstrate its financial capacity to comply with all the requirements imposed by or as a result of the contract, the Proponent **must:**

1. Submit its own financial statements in compliance with this sub-section, **and**
2. Submit a complete copy of its parent or holding company's year-end (fiscal or calendar) audited, reviewed, or compiled financial statements for the most recent two years issued by a Certified Public Accountant ("CPA") and prepared in accordance with U.S. Generally Accepted Accounting Principles.

Failure to provide the required supporting documentation by the

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Proposal Submission deadline when relying on the financial capacity of its parent or holding company will result in the Vendor's disqualification.

If the Vendor will rely on the financial capacity or resources of its parent or holding company, the parent or holding company must participate in this RFP event and present a joint proposal. **Failure to present a joint proposal with its parent or holding company by the Proposal Submission deadline will result in the Vendor's disqualification.**

The preferred option to evaluate the financial capacity of the Proponent is the most recently audited, reviewed or compiled financial statements. If such are not available, the Authority may accept, at its sole discretion, unaudited financial statements if the Vendor also provides:

1. Certified Federal or State Tax Returns for the most recent two (2) years.

The Authority reserves the right to request additional information as may be necessary to evaluate the financial stability of the Proponent. **Failure to provide the most recent financial statements, as required above, or the specific alternate documents mentioned above by the Proposal Submission deadline will result in the Vendor's disqualification.**

Documentation requested under this section will be used to assess the Vendor's financial capacity. Any information submitted (including trade secrets, proprietary, or confidential information) may also be made available to FOMB, COR3, FEMA, HUD or any other federal or state agency that requires said information for program evaluation and compliance purposes

The Authority reserves the right to reject any proposals in which the documents mentioned in this Section are not submitted. This section should also include a statement making a firm commitment that the Proponent will pay its employees without regard to the timing of payment by the Authority.

The financial statements or the alternate documents mentioned above will not count toward the page limit for this section or the overall page limit for the Proposal. The Authority will automatically reject all proposals in which the documents mentioned above are not submitted.

6. Cost Proposal

- a. Submit a Cost Proposal, using the provided template herein included as **Appendix E - Cost Proposal.**
- b. Pricing information must be consistent with the format provided in **Appendix E.** Proposals will be scored based on this format.
- c. Cost proposals must account for all efforts necessary to meet the requirements described in **Appendix A - Scope of Services.**
- d. The proposal submitted by the proposer shall include all expenses related to incidentals, overhead, profit, royalties, reimbursements, travel, fringe benefits,

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taxes, and any other additional fees and administrative costs applicable to the services. the Authority will not cover any additional costs.

- e. The Authority expects the Proponents **to submit firm and fixed pricing.**
- f. **Proponents must use the template provided in Appendix E. This is a substantial requirement, and failure to include the Cost Proposal or any alteration of the required format shall be cause for disqualification.**

7. Insurance Requirements

- a. The selected Proponent(s) must, at its sole expense, maintain insurance coverage in the types and limits specified in this RFP and the resulting contract for the full term thereof. **Failure to comply with these insurance requirements shall constitute grounds for termination of the contract.**
- b. Insurance shall include, but not be limited to, professional liability, general liability, workers' compensation, and automobile liability, where applicable.
- c. The policies must be issued by a surety licensed to do business in Puerto Rico.
- d. Proof of insurance and any required endorsements in accordance with this RFP must be provided within ten (10) business days of written request by the Authority and prior to execution of the contract. **Failure to submit insurance requirements within the specified timeframe will result in the Vendor's disqualification.**

8. Certification of SAM Registration and Unique Entity ID ("UEI") Number

- a. Provide SAM registration certification with an **Active** UEI Number.
- b. Annual renewal of the SAM Certification is a federal requirement for this contract award. The selected Proponent(s) must maintain active status throughout contract execution.
- c. **Proponents' evidence of SAM registration is exempt from the Proposal's page limit.**

9. Eligibility Certificate issued by ASG

- a. Proponents shall register to the Sole Registry of the Commonwealth of Puerto Rico, created by the General Services Administration ("ASG"), and must submit an eligibility certificate issued by ASG (the *Registro Único de Licitadores de la Administración de Servicios Generales*). Said certificate shall evidence that the Proponent is eligible to participate in proposals from Agencies of the Commonwealth of Puerto Rico

10. Conflict of Interest

The Proponent(s) are expected to promptly disclose all actual or apparent conflicts of interests. Within the Proposal, Proponents **must**:

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- a. Provide a list of any other current or prior consulting contracts that the firm has/had with the Authority 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.
- b. 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.
- c. Describe in detail all work experience related to the Government of Puerto Rico, including time, resources managed, agencies/entities served, and responsibilities and deliverables.
- d. **Disclose** any current or prior contractual, financial, or professional relationship **with entities that administer federal funds**, including those of its affiliates, principals, and any identified contractor(s) or their principals. This includes, but it is not limited to public agencies or organizations such as COR3. These disclosures must include:
 - i. The name of the entity, and
 - ii. A description of the nature and the scope of the relationship.

11. Certifications

All Proponents must include, as part of their Proposal, **duly executed copies** of the following certifications:

- a. **Appendix F – Certification Regarding Lobbying**
- b. **Appendix G – Non-Conflict of Interest**
- c. **Appendix H – Non-Collusion Affidavit**
- d. **Appendix I – Eligibility Affidavit**
- e. **Appendix J – Proposal Signature Page**
- f. **Appendix K – Act No. 2-2018 Sworn Statement**

Proponents must also submit the Certifications outlined in **Section V (1), Required Certifications**, of this RFP.

5.5. PROPOSAL MODIFICATION OR WITHDRAWAL

Modifications. Proponents may amend or withdraw their bids in writing only prior to the date and time set for the bid opening, indicating the reasons for doing so. Any amendment must be submitted in the same manner as the original bid.

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No amended Proposal may be submitted after the Proposal submission deadline. The Authority may request additional information after this deadline only for purposes of clarification.

Withdrawal. A Proposal that has been submitted to the Authority may be withdrawn or altered by letter with the signature and name of the person authorized to submit if it is received before the time and date of opening.

In the event of a bid withdrawal, the proponent must submit a letter with acknowledgment of receipt or appear in person before the Auction Board.

III. Evaluation Process

1. Proposal Evaluation

All Proposals will first be screened for completeness and adherence to the requirements of this RFP. **Appendix C – Mandatory Requirements Proposal Checklist** outlines the mandatory requirements for participation in this RFP process. Proponents must submit all required information set forth for their Proposal to be evaluated.

Accepted proposals will be reviewed by the Authority and scored against the stated criteria outlines in **Table 2: Evaluation Criteria**. The score will be tabulated, and the proposals ranked based on the numerical scores received.

The Authority must comply with all applicable federal and state laws, regulations, executive orders, and policy. Consequently, the Authority will review the Proponent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP.

Table No. 2: Evaluation Criteria

The evaluation of this RFP will be conducted according to the criteria outlined below.

Evaluation Criteria	Weight
I. Proponent's Qualifications and Experience	35%
Company History, Background, Key Personnel, and Organizational Structure	3%
Experience from past or ongoing projects	14%

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References provided by Proponent (3 references)	10%
Experience with FEMA PA or federally funded projects	8%
II. Approach to Services	25%
Evaluation of the Proponent's methodology for delivering project management services, including understanding of federally funded procurement requirements (e.g., 2 C.F.R. Part 200), clarity of work plan, feasibility of schedule, quality control measures, and ability to ensure compliance, documentation, and reporting.	25%
III. Financial Capacity	5%
Financial Capacity	5%
IV. Cost Reasonableness	30%
Evaluation of whether proposed costs are necessary, allowable, and compliant with 2 C.F.R. Part 200, and determined reasonable through price analysis, competition, and adequacy of supporting cost documentation.	30%
V. Small, Minority-Owned, Women-Owned, and Veteran-Owned Businesses	5%
Proponents that qualify as SBE, MBE, WBE, VOB, and/or LSA are encouraged to submit their current and valid certification demonstrating such status. If the Proponent intends to subcontract a portion of the work described in this RFP, it must provide an explanation of how the Proponent will engage and include SBE, MBE, WBE, VBO, and LSA, as part of the proposed team, and how much work it estimates will be provided to those businesses under this RFP. All subcontractors certified as SBE, MBE, WBE, VBO, and/or LSA that will participate as part of the Proponent's team need to be identified and described in this section.	5%
Total Score	100%

1.1. NEGOTIATIONS

The Authority may, through the Authority's designated POC, hold discussions and negotiate with Proponents whose Proposals are deemed to be within the margins for awards (hereinafter referred as "Qualified Proponents". It will be understood that a

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Proposal is within the established margins for award when it complies with the specifications, terms, and conditions established in this RFP.

The Authority may recommend discussion and negotiations with these “Qualified Proponent(s)”. The primary objective of discussions is to maximize the **Authority's** ability to obtain the best possible offers, based on the requirements set forth in this RFP. The Authority may request, at its sole discretion, the submission of best and final offers (BAFO's) from one or more of the highest qualified Proponents or shortlisted Proponents, if any.

If negotiations with the highest-ranked qualified Proponent are unsuccessful, the Authority may, in its sole discretion, continue negotiations with the next highest-ranked Proponent. This process may continue until a contract is successfully negotiated and awarded, or until the Authority determines that issuing a new solicitation is in its best interest.

1.2. EVALUATION

The Authority may award a contract to the Proponent(s) whose Proposal offers the best value for the Authority, Government of Puerto Rico and its communities. The Authority may award a contract to a Proponent not offering the lowest-price Proposal, if in the judgment of the Evaluation Committee or the Authority, the Proposal offers the best overall value.

IV. Terms and Conditions

1. Contractual Terms

In the event that the Authority executes one or more contracts pursuant to this RFP, the anticipated contract term is (1) year from the effective date, September 30, 2026] option term extensions of one (1) year each, exercised only upon: (i) mutual written agreement of the Parties; (ii) confirmation that the Vendor is in compliance with all contractual obligations; and (iii) execution of a written amendment.

The contract will be issued as a fixed-price agreement and will include a comprehensive set of terms and conditions designed to support successful performance. The selected Vendor will be expected to fully comply with these provisions upon execution of the contract.

2. Federal Grants Compliance Requirements

The work contemplated under this RFP is expected to be funded, in whole or in part, with FEMA financial assistance, specifically FEMA PA funding. Accordingly, the Selected Proponent(s) will be required to comply with all project specifications and all applicable federal and Puerto Rico laws, regulations, Executive Orders, and policies.

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including those required by 2 C.F.R. § 200.327, Appendix II to 2 C.F.R. Part 200, and any additional provisions required by the federal awarding agency.

Proponent(s) must submit a signed copy of **Appendix L – Federal Contract Provisions** with its Proposal as an acknowledgement of, and agreement to comply with, with said federal requirements applicable to FEMA-funded contracts, including those set forth in 2 C.F.R. Part 200, 2 C.F.R. § 326, and Appendix II to Part 200.

These federal terms and conditions are non-negotiable and must be accepted in full by the selected Vendor as a condition of award.

3. System for Award Management Registration Requirement

All Proponents must provide a valid copy of their current and active Certification of Registration in the System for Award Management (**SAM.gov**) as part of their proposal submission. The registration must be active at the time of submission and maintained throughout the duration of the Contract.

- Registration must be completed at <https://www.SAM.gov/>.
- Contractors are responsible for ensuring that their SAM registration is current, accurate, and complete, and must renew annually.

The registration must match the legal entity submitting the Proposal, its affiliates, and subcontractors. Active registration must be maintained **throughout the term of the contract**.

Failure to provide evidence of active and eligible SAM.gov registration will render the proposal non-responsive and may result in disqualification from consideration.

4. Proponent Expenses

Proponents are solely responsible for their expenses in preparing a Proposal and for subsequent negotiations with the Authority, if any. The Authority will not be liable to any Proponent for any claims, costs, or damages incurred or arising from the preparation and/or submission of a Proposal, the loss of anticipated profit in connection with any eventual Agreement, or any other related matter. The Authority makes no representation or warranty regarding the award or outcome of this RFP and shall bear no obligation or liability, resulting from the issuance, amendment, suspension, cancellation of the RFP.

By submitting a Proposal, each Proponent acknowledges that it submits its Proposal at its own cost and risk.

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5. Invoicing

To ensure compliance with federal funding requirements and maintain transparency in cost allocation, the awarded contractor shall submit invoices that separately and clearly document all work performed, per **deliverable**, with evidence of the work completed.

Each invoice must itemize the hours worked, services rendered, and associated costs attributable to the applicable disaster to support accurate reporting, and auditing in accordance with FEMA PA guidelines. The awarded Proponent must use the invoice template provided by the Authority, attached as **Appendix M – Invoice**, for all invoice submissions. No alternate invoice format shall be accepted unless expressly approved in writing by the Authority.

The description of services included in each invoice must be presented in narrative format and contain sufficient detail to clearly identify the work performed, the purpose and the specific project, and disaster to which the services relate. General or vague descriptions shall be rejected and returned for clarification.

The awarded Proponent is responsible for ensuring that all submitted invoices are complete, accurate, and include the necessary supporting documentation as specified. Invoices must be submitted in a timely manner and in accordance with the billing frequency and deadlines established in the contract. Failure to comply with the invoice format or requirements may result in delays in payment processing or rejection of the invoice.

All invoices must comply with federal invoice requirements, and must include the corresponding information:

1. **Disaster Number** (e.g. FEMA-DR-4339-PR);
2. **Project Number**; and
3. **Project Worksheet (PW)**.

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 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 Solid Waste Management Authority. 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."

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6. Payment

Payments shall be issued for services provided previously approved by the Authority. It is the Selected Proponent responsibility to provide all services as set forth under the Scope of Work. The Selected Proponent shall submit an invoice to the Authority on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to Requests for Authorization (if any), purchase receipts (if any), timesheets, and invoice, if any. If the Authority determines that the submitted invoice and supporting documentation is acceptable, then the invoice will be approved for payment.

An authorized representative of the Authority will review each invoice and, if adequate, will approve and process its payment. The Authority reserves the right to conduct any audits if deemed necessary. The Selected Proponent agrees to cooperate fully with any such audit or audits. The services rendered under the Selected Proponent agreement shall be payable within thirty days from the date the Invoice is reviewed and approved by the Authority.

7. Documentation and Records

To maintain an effective program, clear procedures delineating preparation, regular cleaning schedules and response to activities need to be documented thoroughly. The Proponent, if contracted, agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Proponent shall maintain all books, records, accounts and reports required for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the vendor contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

8. Contract Award

The Authority will provide oversight into all contractual matters between the Authority and the awarded Proponent(s), including final professional services fee compensation, contract details, and compliance.

The Authority reserves the right to reject any or all proposals and to award the bid under the conditions it deems most advantageous to the interests of the Authority, regardless of the amount of the offer. It also reserves the right to award the proposal to more than one proponent, cancelling the RFP and/or the award of the Proposal at any time before the signing of the corresponding contract. The submission of a response to an RFP does not represent an agreement of any kind between the Authority and the proponent. The Authority will award the Proposal in writing and will state the reasons it has for the award. The Authority has the right to cancel the process of RFP without notice at any time.

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V. General Disclosures

The issuance of this RFP, submission of a response by any entity/team, and the acceptance of such response by the Authority does not oblige the Authority. Proponents shall only be bound by their proposal for the period of one hundred twenty (180) days required in this RFP. Legal obligations will only arise upon the execution of a formal agreement between the Authority and the selected Proponent.

By responding to this RFP, proponents acknowledge and consent to the following conditions relative to the procurement process. The Authority is not bound to accept any proposals if proponents do not meet the Authority's requirements.

The proposal from any proponent that fails to pass the Authority determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.

Proponents should submit their best proposals initially, since negotiations may not take place.

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

1. Required Certifications

The contents of the proposal prepared by the selected proponent(s), with any amendment approved by the Authority, will become part of the agreement that will be executed with such proponent as a result of this RFP process.

Any potential contract related or pursuant to this RFP, will include those clauses required when contracting services similar to those procured under this RFP and those included in contracts with the Government, such as contractual provisions requiring:

- FORM SC 1001, Requisition for Materials, Equipment, and services
- Certificate of Good Standing
- Certificate of Incorporation (Puerto Rico Department of State)
- Original certifications evidencing that the proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification, issued by the Puerto Rico Treasury Department (i.e., '*Departamento de Hacienda*').

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- Income Tax Filing Certificate from the last five (5) years issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda'), or a certification from the Contractors, vendors, and suppliers confirming no obligation to file or pay taxes in PR during the past five (5) years.
- No Tax Debt Certificate or evidence of an active and compliant payment plan issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda').
- Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department (i.e., 'Departamento de Hacienda').
- Personal Property Tax Certification, certifying no debt, or compliant payment plan for real and personal property taxes issued by the Puerto Rico Municipal Revenue Collection Center (i.e., 'CRIM').
- Merchant's Registration Certificate (Form SC 2918)
- Sales and use Tax Filing Certificate (Form SC 2942), reflecting filing compliance for the last sixty (60) tax periods.
- Certification of Compliance issued by the Child Support Administration ("**ASUME**", for its Spanish acronym). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.
- Certification of Employer Registration and of Debt in Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in the Commonwealth of Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in the Commonwealth of Puerto Rico.

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2. Compliance with Federal and State Requirements

2.1. PUERTO RICO'S GOVERNMENT ETHICS ACT

Proponents responding to this RFP understand and agree that in the event of selection, the Proponent is subject to Act No. 2 of January 2, 2018. The law establishes a code of conduct to regulate the conduct of contractors and suppliers of goods and services with the Executive of the Commonwealth of Puerto Rico and applicant economic incentive agencies.

Furthermore, the **Selected Proponent(s)** shall:

1. Diligently work with the Authority and any other personnel on all matters that may arise in connection with the engagement as per the terms of this **RFP** and the agreement or contract to be executed between the parties.
2. Assume sole responsibility for the complete effort required to achieve the **Scope of Services and Tasks**.
3. Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the Authority; and
4. Comply with applicable federal, state, Commonwealth and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico.
5. Proponent Qualification: the awarded Proponent shall submit all required documentation at the commencement of the contracting process to qualify as a Contractor, in full compliance with applicable government regulations.

Proponents must submit a Sworn Statement in accordance with Act No. 2-2018 requirements, herein included as **Appendix K**.

2.2. NON-DISCRIMINATION CLAUSE

Proponents shall comply with all applicable federal nondiscrimination and equal employment opportunity laws and regulations, including but not limited to Executive Order 11246. The selected Proponent shall not discriminate against any employee or applicant based on protected characteristics and shall take affirmative action to ensure equal employment opportunity in all employment practices.

The awarded Proponent shall include appropriate nondiscrimination statements in all employment solicitations, post required notices, and provide necessary reports and

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access to records for compliance verification. The Contractor shall not retaliate against employees for compensation disclosures, in accordance with applicable law.

The Contractor shall flow down these requirements to all subcontracts and ensure subcontractor compliance. Noncompliance may result in contract termination, suspension, or debarment.

The Contractor shall also comply with applicable accessibility requirements, including Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA"), ensuring accessible services and facilities for individuals with disabilities.

3. CONFLICT OF INTEREST

All Proponents must notify the Authority if the Vendor, or any of its principals, or any subcontractor or their principals have a real or apparent personal or organizational conflict of interest. Moreover, all Proponents must submit a duly executed copy of **Appendix G – Non-Conflict of Interest Certification**.

The Authority reserves the right to request, at any time, disclosure of any direct or indirect relationships between the Proponent, its personnel, and members of the Authority, its governing bodies, or executives of other public corporations of Puerto Rico.

In case a conflict of interest is identified, actual or potential, the Proponent must explain the conflict in writing in sufficient detail for the Authority to assess such conflict. If an actual or apparent conflict of interest is identified, the Authority may, in its sole discretion, reject the Proposal, impose conditions, or require the implementation of mitigation measures, including the engagement of an independent subcontractor to perform the affected work. Proponents must accept any reasonable conflict mitigation strategy employed by the Authority.

The Authority reserves the right to terminate any resulting contract, upon thirty (30) days' written notice, if a conflict of interest arises and is not resolved to the Authority's satisfaction.

By submitting a Proposal, the Proponent agrees to avoid even the *appearance* of a conflict of interest. **Appearance alone may constitute grounds for rejection.**

4. Accuracy of this RFP and Related Documents

The Authority assumes no responsibility for the completeness or the accuracy of specified technical and background information presented in this RFP or otherwise distributed or made available during this RFP process. Without limiting the generality of the foregoing, the Authority will not be bound by or be responsible for any explanation or interpretation of the RFP documents other than those given in writing. In no event may a proponent of this RFP rely on any oral statement by the Authority agents, advisors, or consultants.

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5. Reserved Rights

Without limitation and in addition to other rights reserved by the Authority under this RFP, the Authority reserves the rights, at its sole discretion, to:

- a. Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proponents at any time.
- b. Modify any dates set or projected in this RFP and extend any deadlines.
- c. Amend, supplement, or otherwise modify this RFP prior to the date of submission of the proposals.
- d. Cancel, modify, or withdraw the RFP, in whole or in part, at any time prior to the execution by the Authority of a Contract, without incurring any cost obligations or liabilities.
- e. Cancel this procurement and issue a new procurement for part or all of the Project or pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as the Authority deems appropriate.
- f. Terminate review of Proposals received at any time.
- g. Elect not to commence or continue negotiations with any Proponent.
- h. Reject a submission that contains an error or non-material omission.
- i. Waive or permit any Proponents' submittal of corrections, addenda, and supplements to data previously provided in response to this RFP.
- j. Require confirmation of information furnished by a Proponent, require additional information from a Proponent concerning its Proposal, and require additional evidence of technical capability.
- k. Seek and obtain information or data, from any source, that may assist the Authority in reviewing the Proposals and investigate the qualifications and Proposal of any Proponent.
- l. Investigate perceived conflicts of interest of any firm by submitting proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal.
- m. Waive non-material deficiencies, informalities, and irregularities in Proposals, accept and review a non-conforming Proposal, or seek clarifications or modifications to a Proposal.
- n. Disqualify any Proponent that violates the terms of the RFP.
- o. Conduct further investigations with respect to the qualifications and experience of each Proponent; and,
- p. Exercise any other right reserved or afforded to the Authority under this RFP or applicable law.

VI. Reconsideration and Reviews

1. Reconsideration

The Authority reserves the right, without limitations, to accept or reject, in whole or part, any or all Proposals submitted, and/or to cancel this solicitation and reissue this

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RFP or another version of it, if it deems that in doing so is in the best interest of the Public, the Government of Puerto Rico, or the impacted communities.

Any Proponent adversely affected by a determination, decision, final agreement, or award issued by the Authority, may, within a term of 5 DAYS business days from the date Proponent received the notification of the determination, decision, final agreement, or award, submit a Request for Reconsideration directed to the Authority's Auction Board.

The Request for Reconsideration must contain the following information:

1. A sufficiently detailed summary of the relevant facts and the applicable law that Proponent requests to be reconsidered. The facts and the applicable law must be related to the pertinent findings of facts and/or material conclusions of the Authority's determination, decision, final agreement, or final award to which Proponent is seeking reconsideration.
2. The specific reasons and arguments upon which Proponent bases his/her request for the reconsideration of the Authority's determination, decision, final agreement, or final award, including any supporting document that serves to demonstrate the validity and truthfulness of Proponent's allegations.
3. A clear statement of the specific remedy or action sought.
4. Certification stating that Proponent has delivered a copy of Proponent's Request for Reconsideration to each and all bidders or proposers.
5. The signature of the Proponent or its authorized representative requesting reconsideration.

The Request for Reconsideration that does not comply with the requirements described above, including submission within the specified term, may be subject to its outright denial.

If the Request for Reconsideration is denied outright, the term to file for judicial review before the Court of Appeals will be considered as never interrupted.

If, on the other hand, the Agency decides to address the Request of Reconsideration, the jurisdictional term of 15 days to file for judicial review before the Court of Appeals, will begin to count from the date Proponent receives the notification of the Agency's final determination or decision regarding its definite resolution of the Request for Reconsideration.

The mere presentation of a Request for Reconsideration will not have the effect of automatically halting the award of the contested solicitation process or the execution of resulting contract.

Initials: _____

2. Judicial Review

Any Proponent adversely affected, by a determination, decision, final agreement, or award issued by the Agency, who is not interested or, in fact, decides not file a Request for Reconsideration before the Agency, may file a request for Judicial Review exclusively before the Court of Appeals, within the jurisdictional term of 15 business days counting from the date the Authority sent its notification of the determination, decision, final agreement or award regarding the contested solicitation process.

If a Request for Reconsideration is submitted by any of the bidders or Proponents adversely affected by the Authority's determination, decision, final agreement, or award, and the same was denied outright, or the Authority failed to take any action on it, the term to request judicial review will be considered as never being interrupted. Therefore, the jurisdictional term of 20 business days to file a judicial review before the Court of Appeals will begin to count from the date the Authority sent the notification of its determination, decision, final agreement, or award.

When a Request for Reconsideration is filed by any of the Proponents adversely affected by the Authority's determination, decision, final agreement or award, and the Authority makes a determination for its consideration, the jurisdictional term of 20 business days to file a judicial review before the Court of Appeals will begin to count from the date the Authority sends its notification of its final determination, decision, final agreement or award regarding the definite resolution of the Request for Reconsideration.

The mere filing of a request for judicial review before the Court of Appeals will not have the effect of automatically suspending the award of the contested request for proposals or the execution of the resulting contract.

VII. Appendices

Appendix A - Scope of Services

Appendix B - Question Form

Appendix C - Mandatory Requirements Proposal Checklist

Appendix D - Statement of Proponent

Appendix E - Cost Proposal

Appendix F - Certification Regarding Lobbying

Appendix G - Non-Conflict of Interest

Appendix H - Non-Collusion Affidavit

Appendix I - Eligibility Affidavit

Initials: _____

Appendix J - Proposal Signature Page

Appendix K - Act No 2-2018 Sworn Statement

Appendix L - Required Federal Contract Provisions

Appendix M - Invoicing

END OF RFP

Initials: _____