



Centro de Aprendizaje Individualizado
Carr. 846 Km. 9 Lote 5 Ciudad Universitaria, Trujillo Alto PR 009076
Tel. 787-760-1835 (fax) e-mail: centrocapri@yahoo.com

SOLICITUD DE PROPUESTA
(REQUEST FOR PROPOSALS-RFP)

PARA TRABAJOS DE DEMOLICIÓN Y CONSTRUCCIÓN DE MUROS DE CONTENCIÓN
DEL CENTRO DE APRENDIZAJE INDIVIDUALIZADO, INC.
EN TRUJILLO ALTO, PUERTO RICO

PROJECT NO. 06172 (DR-4339)
RFP#2024-0017

I- TRASFONDO:

El Centro de Aprendizaje Individualizado, Inc. (“C.APR.I” por sus siglas) es una institución educativa sin fines de lucro, fundada en el 1994. La misma se encuentra localizada en la Carr. 846, Km. 9, Lote 5, Sector Covadonga en Ciudad Universitaria, Trujillo Alto. El Centro de Aprendizaje Individualizado sirve a una población de niños y jóvenes con necesidades especiales entre las edades de 4 a 18 años, para los grados de kínder a 12mo grado.

C.APR.I consta de dos edificios en un mismo bloque, circundado por 3 muros de contención, los cuales han sido identificados en el **Apéndice A** como Muro Norte, Muro Este y Muro Sur. Tras el paso del Huracán María por Puerto Rico, identificado por la Agencia Federal de Manejo de Emergencias (“FEMA” por sus siglas en inglés) como el desastre DR-4339, dichas estructuras experimentaron graves daños producto de las fuertes lluvias y vientos.

C.APR.I ha recibido una asignación fondos federales a través de FEMA y la Oficina Central de Recuperación, Reconstrucción y Resiliencia (“COR3”) para la restauración de nuestras facilidades. Las condiciones actuales de los muros de contención de C.APR.I representan un peligro inminente a la seguridad de nuestra comunidad escolar. Se provee localización e imágenes de las condiciones actuales de los muros de contención en el **Apéndice A**.

Dicho esto, la demolición y reconstrucción de dichas estructuras son de carácter urgente. Por tal razón C.APR.I busca compañías de construcción calificadas que ofrezcan servicios de demolición y reconstrucción de los muros de contención del Colegio. Los proponentes que deseen participar del proceso de subasta han de cumplir con los más altos estándares de construcción, en cumplimiento con las normas y condiciones federales, considerando el Plan de Mitigación de Riesgos y proveyendo un diseño con enfoque resiliente.

II- PROPÓSITO E INTENCIÓN

El C.APR.I busca una empresa de construcción para los trabajos de demolición y reconstrucción de los muros de contención del Colegio impactados, tras el paso del Huracán María (DR-4939) por Puerto Rico. El proponente debe contar con la experiencia necesaria y cumplir con todos los requerimientos federales aplicables y leyes y regulaciones del Gobierno de Puerto Rico, así como las Guías del RFP incluidas en el **Apéndices B, C y D**. El contratista ha de someter el tiempo estimado en días calendario para la culminación

del trabajo por fases. El término establecido por FEMA para completar el proyecto será el 20 de septiembre de 2024. El proyecto deberá ser completado en un tiempo aproximado de 60 días calendario una vez firmado el contrato.

El Comité de Evaluación de Propuestas de C.APR.I revisará toda propuesta enviada. El proponente seleccionado deberá cumplir con los criterios y requerimiento de selección de conformidad con este RFP, asegurando la provisión de los servicios solicitados.

C.APR.I se asegurará que todo el trabajo realizado, de conformidad con este RFP, sea elegible para el Financiamiento de Subvenciones de Asistencia Pública del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) y la Agencia Federal para el Manejo de Emergencias (FEMA) de los Estados Unidos y que se realice de acuerdo con HUD, FEMA y otras regulaciones, políticas y orientaciones federales y aplicables, que incluyen, entre otras, *Davis-Bacon Act* (40 U.S.C. 276a to 276a-7) y *Clean Air Act* (42 U.S.C. 1857(h)). Esto puede incluir, sin limitarse a los siguientes programas: *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*, entre otros.

III- DEFINICIONES

A continuación, se definen algunos conceptos importantes incluidos en este RFP.

- "Licitador" y "Proponente" significa un (a) (i) persona natural, (ii) persona jurídica, (iii) empresa conjunta, (iv) asociación, o (v) consorcio de individuos y / o asociaciones, y / o compañías u otras entidades que presentan una respuesta a esta RFP que actualmente no está prohibida en ninguna jurisdicción federal, estatal y / o local.
- "Licitación", "Solicitud de oferta" o "Solicitud de RFP" significa esta serie de documentos, que establecen la licitación y los requisitos y solicita Cotizaciones (Propuestas) para satisfacer las necesidades de las agencias de uso como se identifica en este documento, e incluye la Solicitud de Propuesta (RFP), el cronograma de precios, los anexos y las Enmiendas de Oferta (Adendas).
- "Licitador adjudicatario" "Proponente adjudicado" o "Proponente seleccionado" significa un Proponente o Licitador adjudicatario de un contrato resultante de este proceso y se utilizan indistintamente en este documento.

IV- INSTRUCCIONES GENERALES

La Solicitud de Propuesta será publicada mediante prensa, las redes sociales (Facebook e Instagram) y la página web del Colegio, www.centrocapri.com, el 29 de abril de 2024. Las personas interesadas, deberá participar del proceso de registro disponible en la página web del Colegio www.centrocapri.com entre del 29 de abril al 3 de mayo de 2024.

Para propósitos de registro, el proponente proveerá su nombre, nombre de la compañía que representa, título que ocupa, dirección postal y física de la compañía, número de teléfono y dirección de correo electrónico de la persona que presenta la propuesta y a quién debe dirigirse la correspondencia durante el proceso de selección del proponente. Los documentos de instrucciones e información de la Solicitud de Propuesta estarán disponibles en la página web del Colegio. Igualmente, podrá pasar por las instalaciones del Colegio en Trujillo Alto para obtener las mismas en formato digital mediante un USB provisto por el proponente. No se sacarán copias físicas de estos documentos en el Colegio.

Los documentos de instrucciones e información de Solicitud de Propuesta estarán disponibles del 29 de abril al 3 de mayo de 2024. **No se tomará en consideración proponentes no registrados para participar de la Solicitud de Propuesta.**

Los proponentes registrados serán convocados a participar de la visita al campus el 6 de mayo de 2024, a las 9:00 am en el Centro de Aprendizaje Individualizado localizado en la Carr. 846 Km 9, Lote 5, Ciudad Universitaria, Trujillo Alto, P.R. 00976. Los participantes podrán someter preguntas sobre la Solicitud Propuesta entre 6 al 9 de mayo de 2024 mediante correo electrónico a centrocapri@yahoo.com. **Sólo se tomarán en consideración las preguntas de los proponentes registrados.** Las respuestas serán enviadas el 9 de mayo de 2024 al correo electrónico provisto en el formulario de registro.

Los proponentes tendrán hasta el 31 de mayo de 2024, a las 3:00 pm, para someter sus propuestas. **No se aceptarán propuestas luego de las 3:00 pm del 31 de mayo de 2024.** Las mismas podrán ser entregadas físicamente en las oficinas administrativas del Centro de Aprendizaje Individualizado, localizado en la Carr. 846, km 9, Lote 5, Ciudad Universitaria, Trujillo Alto, P.R. 00976. Igualmente, podrán entregar las propuestas vía correo electrónico en formato PDF a centrocapri@yahoo.com. Las propuestas serán dirigidas a:

Nilsa E. Vélez Carrión
Directora Escolar
Centro de Aprendizaje Individualizado

El proponente someterá su propuesta acompañada de una Fianza de Oferta (Bid Bond) de un 5% por un término mínimo de 90 días al momento de someter su Propuesta. La Fianza de Oferta debe mantenerse por un mínimo de 90 días y debe incluir la firma del Gerente del Consejo (Apoderado Legal) en representación del Asegurador, sello en relieve y fecha reciente (entre el término en que el proponente es retenido, días entre la entrega de especificaciones y la apertura de las ofertas). Favor de hacer referencia al documento provisto en el **Apéndice E** (Bid Bond), el cual ha de ser entregado junto a la propuesta sometida. No se aceptarán propuestas si una Fianza de Oferta y el documento del Apéndice E debidamente cumplimentado.

El Comité Evaluador del Centro de Aprendizaje Individualizado analizará las propuestas sometidas siguiendo los criterios de evaluación descritos en esta Solicitud de Propuesta en la Sección VI. El Comité Evaluador hará su recomendación a la Junta Directiva del Centro de Aprendizaje Individualizado para su decisión final. La Junta Directiva de C.APR.I. notificará la adjudicación de la Propuesta el 6 de junio de 2024 (fecha estimada) mediante correo electrónico al proponente seleccionado. Si no se realiza ninguna adjudicación dentro del plazo definido, cualquier proponente podrá mantener su oferta por un período adicional o retirarla sin penalización. La Junta Directiva adjudicará la licitación por escrito y expondrá las razones que tuvo para la adjudicación.

Una vez contactado el proponente seleccionado, se coordinará la firma del contrato hasta un máximo de 20 días luego de notificado. El proponente hará entrega de los seguros, fianzas y certificaciones requeridas establecidos en la Sección V y Sección VIII de este RFP, al momento de firmar el contrato. Cualquier adjudicación de licitación podrá ser anulada y se procederá con el proceso de confiscación de la fianza de licitación si después del tiempo establecido el proponente exitoso no presenta dichos documentos para la consideración de C.APR.I.

Aquellos proponentes que no deseen participar en una subasta, después de haber enviado su oferta y la fianza correspondiente, deberán notificarlo por escrito a la Junta antes de la apertura de las ofertas. Después de abiertas las ofertas, ningún licitador podrá retirarse. De suceder esto con el licitador al que se le recomienda la adjudicación de la subasta, la Junta procederá a ejecutar la fianza de licitación (Bid Bond), a menos que medien razones justificadas para no llevar a cabo tal acción. Se considerará como razones justificadas los sucesos ajenos al control del proponente tales como desastres naturales o causas fortuitas de naturaleza extraordinaria que la Junta considere que justifican no proceder con dicha ejecución. Una vez retirada la oferta para determinada subasta, el licitador no podrá radicar una sustituta.

El proponente seleccionado contará con 60 días calendario para culminar el proyecto una vez firmado el contrato. El término establecido por FEMA para completar el proyecto será al 20 de septiembre de 2024.

FORMATO PRESENTACIÓN DE PROPUESTA

- Las propuestas se radicarán en o antes de las 3:00 pm el 31 de mayo de 2024.
- El proponente podrá hacer entrega de la propuesta en formato físico en las instalaciones del Colegio localizado en Carr. 846, Km 9, Lote 5, Ciudad Universitaria, Trujillo Alto, PR 00976, con atención a Nilsa E. Vélez Carrión, Directora Escolar.
- Los proponentes que deseen hacer entrega de las propuestas en formato digital enviarán las mismas en PDF al correo electrónico: centrocapri@yahoo.com
- Las propuestas serán redactadas en letra 12, Calibri Light, espacio 1.5, márgenes de 1'.
- No se aceptarán propuestas incompletas ni fuera del término de entrega establecido. De no cumplir con lo requerido, la propuesta no será considerada para su evaluación.

PROPUESTA DE COSTOS: La propuesta de costos incluirá el costo estimado por fases y partidas. La presentación de costos debe indicar el número de horas anticipadas y la tarifa mensual por los servicios solicitados.

CALENDARIO DEL PROYECTO: El proponente ha de someter el tiempo estimado en días calendario para la culminación del trabajo por fases. El proponente contará con 60 días calendario para culminar el proyecto una vez firmado el contrato. El término establecido por FEMA para completar el proyecto será al 20 de septiembre de 2024.

NÚMERO DE ADJUDICACIONES: A discreción exclusiva de C.APR.I y basado en la amplitud y experiencia de los proponentes de este RFP, u otros factores considerados en el mejor interés de la entidad, esta puede otorgar contratos a más de un proponente y otorgar a cualquier proponente uno o más pasos u órdenes de tareas por contrato. En tal caso, los proponentes reconocen y aceptan que C.APR.I. se reserva el derecho, a su absoluta discreción, de negociar más a fondo los términos y condiciones de sus propuestas, de enmendar la propuesta antes de que se otorgue y de retirar un premio(s) si no se llega a un

acuerdo aceptable para C.APR.I, a pesar de la presentación de las Mejores y Últimas Ofertas ("BAFOs") por parte de los proponentes.

NÚMERO DE CONTRATOS: C.APR.I. se reserva el derecho, sin limitación, de otorgar más de un contrato y/o seleccionar más de un proponente o postor calificado y de cancelar esta solicitud y volver a emitir este RFP, u otra versión de este, en cualquier momento antes de la ejecución de un contrato vinculante, si considera que hacerlo es en su mejor interés y en el interés público. Del mismo modo, C.APR.I. se reserva el derecho de modificar el (los) contrato(s) del(los) proponentes(s) seleccionado(s) para extender la duración original, como se explica con más detalle en este RFP, o para ampliar la escala del alcance para incluir el trabajo en los planes posteriores, siempre que esté relacionado con los servicios solicitados en este documento. La adjudicación del(los) contrato(s) se hará a la empresa(s) calificada(s) cuya propuesta, de acuerdo con este RFP, sea la más ventajosa para C.APR. I., en cuanto al precio, experiencia, referencias positivas de trabajos previos, entre otros criterios a considerar.

NO OBLIGACIÓN DE CONTRATAR / RECHAZO DE PROPUESTAS / CANCELACIÓN DE RFP: La emisión de este RFP no constituye un compromiso por parte de C.APR.I. de adjudicar un contrato. Ninguno de los proponentes en este proceso de RFP tendrá ningún derecho de propiedad adquirido. La ejecución de un contrato estará sujeta a todas las aprobaciones requeridas por la ley. C.APR.I. no tendrá ninguna obligación, deberes o compromisos vinculantes con el (los) proponentes(s) seleccionado(s) hasta y a menos que un contrato haya sido debidamente ejecutado y entregado por C.APR.I. después de la aprobación de las autoridades gubernamentales apropiadas. Si C.APR.I. no puede negociar un acuerdo mutuamente satisfactorio con el (los) proponente(s) seleccionado(s), puede, a su entera discreción, negociar con el siguiente(s) proponente(s) mejor clasificado(s) o cancelar y volver a emitir un nuevo RFP. C.APR.I. se reserva el derecho de aceptar o rechazar, en su totalidad o en parte, todas las propuestas presentadas y/o cancelar este RFP y/o reeditar este RFP u otra versión de este RFP, en cualquier momento antes de la ejecución de un contrato, si determina, a su absoluta discreción, que hacerlo es en su mejor interés o en el mejor interés de las comunidades afectadas. Si alguna o todas las propuestas son rechazadas, C.APR.I. se reserva el derecho de volver a solicitar propuestas.

PROPIEDAD DE LAS PROPUESTAS: Todos los documentos, incluidas las propuestas presentadas a C.APR.I, pasan a ser propiedad de C.APR.I. La selección o el rechazo de una propuesta no afecta a esta disposición.

GASTOS: Los proponentes son los únicos responsables de sus propios gastos en la preparación de una propuesta y de las negociaciones posteriores con C.APR.I., si corresponde. C.APR.I. no será responsable ante ningún proponente por cualquier reclamo, costo o daño incurrido por el proponente en la preparación de la propuesta, pérdida de ganancias anticipadas en relación con cualquier acuerdo final, o cualquier otro asunto.

RENUNCIA A INFORMALIDADES: C.APR.I se reserva el derecho de renunciar a cualquier informalidad y/o irregularidad en una propuesta u oferta si determina que hacerlo es en su mejor interés o en el mejor interés de las partes afectadas.

CONFIDENCIALIDAD DE LAS PROPUESTAS: C.APR.I no tendrá la obligación de tratar cualquier información presentada en relación con una propuesta como propietaria o confidencial a menos que (i) el proponente identifique dicha información en su propuesta como propietaria o confidencial, y (ii) C.APR.I determine que la información es propietaria o un secreto comercial y requiere legítimamente dicho tratamiento o que de otra manera debe estar protegida contra la publicación de acuerdo con la ley. Las obligaciones de C.APR.I. con respecto a la protección y divulgación de dicha información siempre estarán sujetas a la ley aplicable. Si el proponente desea identificar cualquier información en su propuesta como propietaria o confidencial, limitará dicha designación a solo aquellas partes particulares de la propuesta que realmente constituyan información patentada, secretos comerciales u otros asuntos o datos confidenciales. Se desaconseja la identificación de toda la propuesta o secciones enteras de la propuesta u otras designaciones demasiado amplias como confidenciales o de propiedad exclusiva y puede dar lugar a que la propuesta se considere que no responde. C.APR.I. tendrá el derecho de utilizar todas las partes de la propuesta, excepto aquellas partes identificadas y marcadas como confidenciales o de propiedad, según lo considere necesario o deseable en relación con este RFP; y, mediante la presentación de la propuesta, el proponente concede así a C.APR.I una licencia sin restricciones para utilizar esas partes no restringidas de la propuesta.

RECOPIACIÓN Y USO DE INFORMACIÓN PERSONAL: Los proponentes son los únicos responsables de familiarizarse y garantizar que cumplan con las leyes aplicables a la recopilación y difusión de información, incluidos los currículums y otra información personal relacionada con los empleados y empleados de cualquier subcontratista. Si este RFP requiere que los proponentes proporcionen a C.APR.I. información personal de los empleados que han sido incluidos como recursos en la propuesta a este RFP, los proponentes se asegurarán de que han obtenido el consentimiento por escrito de cada uno de esos empleados antes de enviar dicha información personal a C.APR.I. Dichos consentimientos por escrito son para especificar que la información personal puede ser enviada a C.APR.I. con el propósito de responder a este RFP y ser utilizada por C.APR.I. para los fines establecidos en el RFP. C.APR.I.

podrá, en cualquier momento, solicitar los consentimientos originales o copias de los consentimientos originales de los proponentes, y tras dicha solicitud, los proponentes proporcionarán inmediatamente dichos originales o copias a C.APR.I.

RFP Y PROPUESTA COMO PARTE DEL ACUERDO: Este RFP, así como cualquier documento de solicitud relacionado, como apéndice, preguntas, respuestas y la propuesta del proponente seleccionado se convertirán en parte de cualquier contrato entre C.APR.I y el proponente. Si los términos del RFP y los documentos o propuestas relacionados entran en conflicto con el contrato, prevalecerán los términos del contrato.

V- TÉRMINOS Y CONDICIONES

- 1- La participación en este proceso de RFP, incluida la presentación de una propuesta, no dará lugar a ninguna responsabilidad, contractual o de otro tipo, por parte de C.APR.I. Del mismo modo, la presentación de una propuesta no creará ninguna obligación por parte de un proponente de celebrar un acuerdo.
- 2- C.APR.I. se reserva el derecho de cancelar el proceso de RFP en cualquier momento debido a la disponibilidad de fondos o cancelación del proyecto.
- 3- C.APR.I. no será responsable de los costos incurridos por los proponentes en la preparación de sus propuestas. Además, C.APR.I. no será responsable de costo, pérdida o daño incurrido por cualquier parte interesada, antes o después de, o por razón de la aceptación o no aceptación de la propuesta.
- 4- C.APR.I. se reserva el derecho de aceptar o rechazar cualquiera o todas las propuestas.
- 5- C.APR.I. se reserva el derecho de negociar el precio y los términos con uno o más proponentes y no se establecerán obligaciones legales hasta que las partes hayan firmado un acuerdo vinculante por escrito sobre términos y condiciones mutuamente aceptables.
- 6- Los proponentes deberán estar registrados en la Administración de Servicios Generales del Estado Libre Asociado de Puerto Rico.
- 7- Cualquier licencia profesional o comercial requerida para prestar los servicios solicitados, si se selecciona, será a cargo exclusivo del proponente. El proponente deberá incluir todas las licencias profesionales, membresías de la Junta y cualquier otra requerida por su profesión para los servicios requeridos bajo este RFP.
- 8- Cualquier asesor, consultor o profesional que haya redactado o ayudado a C.APR.I. en la preparación, identificación o evaluación relacionada con la especificación para el proyecto objeto de este RFP, será excluido de la participación del proyecto.
- 9- Las especificaciones de este RFP no describen una marca o empresa específica que formará parte del diseño y las especificaciones del proyecto. No se solicita ningún

producto específico por marca a pesar de la vida de los servicios aquí solicitados. No obstante, los materiales deben cumplir con todos los requisitos federales y de la industria. Cuando durante el proceso, no sea posible crear especificaciones que describan adecuadamente el producto, se utilizará "similar a" o "equivalente a". Ninguna de nuestras especificaciones para servicios está limitando la competencia abierta.

- 10- El proponente deberá estar registrado en el "System for Award Management" (SAM), para recibir fondos del gobierno federal de los Estados Unidos. El proponente deberá proporcionar evidencia del cumplimiento de este requisito federal y estar al día (sin exclusiones y deudas activas).
- 11- El proponente ha de presentar el Estado Financiero del último año fiscal. El mismo puede ser compilado o interino.
- 12- Para cubrir los riesgos de los proyectos de mejoras permanentes, C.APR.I. requerirá al proponente que se adjudique la subasta, las siguientes pólizas y fianzas:
 - a. Fianza de Cumplimiento ("Performance Bond")
 - b. Fianza de Pago ("Payment Bond")
 - c. Fondo del Seguro del Estado
 - d. Seguro de Responsabilidad Patronal ("Employer's Liability")
 - e. Seguro de Responsabilidad Pública Comercial ("Commercial General Liability")
 - f. Seguro de Construcción ("Builders Risk")
 - g. Seguro de Responsabilidad Pública de Automóvil ("Automobile Liability").

Todas las pólizas deberán contener un endoso mediante el cual se notifique a C.APR.I. con treinta (30) días de anticipación en caso de que las mismas sean canceladas. Además, mediante endoso, las pólizas deberán incluir a C.APR.I. como asegurado adicional.

- 13- Tipo de contrato y duración: El contrato a ejecutar es un contrato de demolición y construcción. Una vez seleccionado el proveedor, se determinarán las fases del proyecto y su duración de 60 días calendario. El término establecido por FEMA para completar el proyecto será el 20 de septiembre de 2024.
- 14- Una vez formalizado en contrato, el inspector y contratista presentarán a C.APR.I un reporte quincenal (cada 15 días) y se realizará una reunión en las instalaciones conformada por el propietario, inspector y contratista. El reporte de estado presentado en la reunión incluirá atrasos relacionados a factores externos (como fenómenos naturales), visitas y el progreso del proyecto.
- 15- El proponente seleccionado deberá presentar facturas mensuales a C.APR.I. por los servicios prestados. Las facturas deben ser completas y correctas, y deben documentarse de una manera que cumpla con los requisitos federales actuales para el reembolso. Todas las facturas se presentarán dentro de los treinta (30) días a partir del final del mes en que se realizó el trabajo. Las facturas se proporcionarán en un formato aceptable a C.APR.I., tanto en formato electrónico como impreso, con informes diarios detallados del personal y recibos proporcionados como documentación de respaldo.

Las facturas se presentarán de acuerdo con las normas, reglamentos y leyes federales, estatales y locales. Todas las facturas deben contener el siguiente idioma textualmente:

“Certificamos bajo pena de nulidad que ninguna persona involucrada en este contrato derivará u obtendrá ningún beneficio o ganancia de ningún tipo de la relación contractual que es la base de esta factura. Si tal beneficio o ganancia existe, se ha obtenido la exención requerida antes de celebrar el acuerdo. La única contraprestación que debe recibirse a cambio de la entrega de bienes o de los servicios prestados es el precio acordado que se ha negociado con un representante autorizado de C.APR.I. El importe total que se muestra en esta factura es verdadero y correcto. Los servicios se han prestado y no se ha recibido ningún pago al respecto”.

- 16- El proponente eximirá a C.APR.I. y otras agencias relacionadas y sus directores, funcionarios, empleados, agentes y representantes, de cualquier responsabilidad y por todas las pérdidas, causas de acción, reclamos, daños a la propiedad y personales, responsabilidades y gastos (incluidos los honorarios de abogados) que surjan como consecuencia de, o relacionados con acciones negligentes o culpa del proponente o consultor en el cumplimiento de sus obligaciones en virtud de este RFP.
- 17- El personal contratado por el proponente para llevar a cabo sus obligaciones en virtud del acuerdo resultante para los servicios solicitados por este RFP estará bajo la jurisdicción y responsabilidad legal del proponente, quien asumirá todos los riesgos, costos y responsabilidades por sus acciones, supervisión, compensación y descuentos requeridos por la ley. Si surge algún acto o situación de daño a terceros, el proponente exime expresamente a C.APR.I. de cualquier reclamo, demanda o procedimiento que surja o pueda surgir en relación con los mismos.
- 18- Si el proponente subcontrata todo o parte del trabajo a realizar bajo el acuerdo resultante, el proponente requerirá que cada persona subcontratada indemnice, exima de responsabilidad y defienda a C.APR.I., su Junta, funcionarios, empleados y agentes de acuerdo con los términos de los párrafos anteriores.
- 19- Está prohibido ceder o subcontratar la totalidad o cualquier parte de la obra sin el consentimiento previo por escrito de C.APR.I. Este requisito se aplicará estrictamente y cualquier incumplimiento de este por parte del proponente será tratado como un motivo para la terminación inmediata del contrato sin perjuicio de cualquier otro recurso y/o indemnización.
- 20- C.APR.I. proporcionará al proponente seleccionado todos los documentos, informes o materiales que el proponente pueda necesitar y sean necesarios para prestar los servicios objeto del acuerdo resultante para los servicios de este RFP, excepto aquellos en posesión del proponente debido a su profesión.

- 21- Todo el trabajo producido como parte de los servicios contratados, obligado por escrito o cualquier otro método de conservación por el proponente será privilegiado y confidencial, y no podrá ser reportado o revelado a ningún tercero a menos que C.APR.I. divulgue el consentimiento previo por escrito; ni dicho trabajo o información debe incluirse como parte de las credenciales del proponente, a menos que C.APR. I. dé su consentimiento previo por escrito.
- 22- Todos los documentos, informes o materiales que C.APR.I. entregue, o la información proporcionada al proponente es estrictamente confidencial, excepto los documentos, informes, material o información que: sean de dominio público o que C.APR.I. autorice su publicación o divulgación por escrito; estaban en posesión legítima del proponente antes de que C.APR.I. divulgara el mismo y que no tiene restricción de divulgación; sea reportada legítimamente al proponente por un tercero, y no tiene ninguna restricción en su divulgación; y deben ser informados a petición de la ley, el orden u otros requisitos legales emitidos por la autoridad competente; el proponente no puede divulgar información confidencial a terceros y solo la discutirá con los directores, funcionarios, empleados o agentes autorizados de C.APR.I. Los servicios prestados en virtud del acuerdo que se formalice por virtud de la adjudicación de este RFP se prestarán para que C.APR.I. pueda ejercer las funciones.

VI- PRESUPUESTO

El presupuesto del proyecto ha sido asignado a C.APR.I. por FEMA y aprobado en un 90%. Todos los contratos serán sometidos a la Junta de Directores C.APR.I. para aprobación previa del presupuesto de dichos contratos.

VII- CRONOGRAMA DEL RFP

Actividades	Fecha límite	Comentarios
Publicación Aviso del RFP	29 de abril de 2024	Se publicará en la prensa, página web de C.APR.I. y en las redes sociales de Facebook e Instagram.
Someter formulario de registro y entrega de documentos con instrucciones e información de la Solicitud de Propuesta.	29 de abril al 3 de mayo de 2024	Todo participante deberá registrarse en el enlace provisto en la página web de C.APR.I. en las fechas indicadas.
Visita al campus	6 de mayo de 2024	La visita será programada para las 9:00 am.
Someter preguntas sobre el RFP	6 al 9 de mayo de 2024	Enviarán preguntas al email institucional del Colegio: centrocapri@yahoo.com

Publicación del apéndice de respuestas para aclarar las dudas recibidas	9 de mayo de 2024	Se enviarán las respuestas a los emails provistos en el formulario de registro.
Entrega de propuestas	31 de mayo de 2024 (hasta las 3:00pm)	Ver instrucciones en IV de este RFP.
Aviso de adjudicación (Estimado)	6 de junio de 2024	Se enviará al correo electrónico al contacto indicado en la propuesta.
Firma del contrato (fecha esperada)	La fecha será determinada entre el proponente seleccionado y C.APR.I.	El proponente seleccionado ha de proveer en un máximo de 20 días calendario los seguros, fianzas y documentos solicitados para formalizar contrato.

VIII- ALCANCE DEL TRABAJO

El Centro de Aprendizaje Individualizado solicita propuestas para:

- 1) Demolición y reconstrucción en concreto reforzado de muros periféricos (identificados en el Apéndice A como Muro Norte, Muro Este y Muro Sur) con el objetivo de salvaguardar la seguridad de nuestra comunidad escolar. Estos muros muestran fracturas estructurales verticales críticas y cierto grado de desplazamiento de inclinación hacia el interior de la propiedad. Estos muros están ubicados a pocos metros de la cancha de baloncesto donde se llevan a cabo múltiples actividades. Se propone lo siguiente:
 - a. Muro Norte:
 - i. Construcción de un muro de concreto reforzado.
 - ii. Demolición de cimientos y bases.
 - iii. Eliminación de escombros.
 - iv. Construcción de un muro de 6'-0" de altura.
 - b. Muro Este:
 - i. Construcción de un muro de concreto reforzado.
 - ii. Demolición de cimientos y bases.
 - iii. Eliminación de escombros.
 - iv. Construcción de un muro de 6'-0" de altura.
 - c. Muro Sur:
 - i. Construcción de un muro de concreto reforzado.
 - ii. Demolición de cimientos y bases.

- iii. Eliminación de escombros.
- iv. Construcción de un muro de 6'-0" de altura.

Nota: El Código de Construcción PRBC de 2018 se aplicará como el código de construcción base para esta hoja de trabajo del proyecto.

TRABAJO A SER COMPLETADO

Norte

- 1) Realizar 105 CY de DEMOLICIÓN del muro de contención CMU del Norte, 6 FT (H) X 210 FT (L)
Ubicación: inicio 18.373158, -66.025685 / fin 18.373234, -66.025120
Área (perturbación del suelo): 210 FT (L) x 3 FT (W) = 630 SF (0.01446 Acres) Volumen de desecho: 105 CY
Material: Unidades de Albañilería de Cemento
- 2) Colado in situ: 105 CY de muro de contención de concreto reforzado, 6 FT (H) X 210 FT (L)
Ubicación: inicio 18.373158, -66.025685 / fin 18.373234, -66.025120
Área (perturbación del suelo): 210 FT (L) x 3 FT (W) = 630 SF (0.01446 Acres)

Sur

- 1) Realizar 105 CY de DEMOLICIÓN del muro de contención CMU del Sur, 6 FT (H) X 210 FT (L)
Ubicación: inicio 18.372882, -66.025656 / fin 18.372945, -66.025074
Área (perturbación del suelo): 210 FT (L) x 3 FT (W) = 630 SF (0.01446 Acres) Volumen de desecho: 105 CY
Material: Unidades de Albañilería de Cemento
- 2) Colado in situ: 105 CY de muro de contención de concreto reforzado, 6 FT (H) X 210 FT (L)
Ubicación: inicio 18.372882, -66.025656 / fin 18.372945, -66.025074
Área (perturbación del suelo): 210 FT (L) x 3 FT (W) = 630 SF (0.01446 Acres)

Este

- 1) Realizar 28 CY de DEMOLICIÓN del muro de contención CMU del Este, 6 FT (H) X 111 FT (L)
Ubicación: inicio 18.373234, -66.025120 / fin 18.372882, -66.025656
Área (perturbación del suelo): 111 FT (L) x 3 FT (W) = 333 SF (0.00764 Acres) Volumen de desecho: 28 CY
Material: Unidades de Albañilería de Cemento
- 2) Colado in situ: 28 CY de muro de contención de concreto reforzado, 6 FT (H) X 111 FT (L)
Ubicación: inicio 18.372882, -66.025656 / fin 18.372945, -66.025074
Área (perturbación del suelo): 111 FT (L) x 3 FT (W) = 333 SF (0.00764 Acres)

La oferta del contratista debe considerar la demolición y remoción de escombros.

El contratista ha de contar con los permisos correspondientes para la demolición y disposición de los escombros luego de su remoción.

El proyecto requiere de la construcción de una verja provisional de madera y zinc a ambos lados del proyecto, como medida de protección. Se dejará un espacio de 10'-0" ancho entre verjas para acceso del personal y equipo.

El contratista proporcionará el equipo necesario como (excavadora, andamiaje, etc.) para realizar el trabajo.

El contratista proveerá todos los permisos relacionados a este tipo de trabajo. Los salarios laborales serán acorde a los estándares del mínimo federal aplicable. Una vez formalizado el contrato, el inspector y contratista presentarán a C.APR.I un reporte quincenal (cada 15 días) y se realizará una reunión en las instalaciones conformada por el propietario, inspector y contratista. El reporte de estado presentado en la reunión incluirá atrasos relacionados a factores externos (como fenómenos naturales), visitas y el progreso del proyecto.

El contratista proveerá mensualmente una factura. Las facturas deben ser completas y correctas, y deben documentarse de una manera que cumpla con los requisitos federales actuales para el reembolso.

El proyecto deberá ser completado en un tiempo aproximado de 60 días calendario una vez firmado el contrato. El término establecido por FEMA para completar el proyecto será el 20 de septiembre de 2024.

VI -REQUERIMIENTOS Y CRITERIOS DE SELECCIÓN

- 1) Bachillerato en Arquitectura, Ingeniería Civil o campo relacionado a la construcción.
- 2) Licencia de Arquitecto o licencia de ingeniería profesional otorgada por sus respectivas Juntas Examinadoras y colegiación correspondiente.
- 3) Licencia de Contratista emitida por el Estado
- 4) Experiencia liderando proyectos de construcción
- 5) Experiencia trabajando con fondos de FEMA
- 6) Destrezas de supervisión y liderazgo
- 7) Contar con el conocimiento necesario que garantice el cumplimiento con los organismos reguladores.
- 8) Conocimiento de las reglamentaciones federales y políticas de FEMA.
- 9) Cumplir con todas las leyes, regulaciones, órdenes ejecutivas y políticas federales y de Puerto Rico aplicables.
- 10) C.APR.I. se reserva el derecho de aceptar o rechazar cualquier o todas las ofertas, de adjudicar el contrato bajo las condiciones más favorables a C.APR.I. y cancelar cualquier adjudicación efectuada antes de la formalización del contrato, sin que medie responsabilidad alguna por parte de C.APR.I.
- 11) De acuerdo con el Título VI de la Ley Federal de Restauración de Derechos Civiles de 1987 y cualquier leyes y normas adicionales sobre prohibiciones contra el discrimen, C.APR.I no discriminará, durante este proceso, contra cualquier licitador por razones basadas en sexo, color, origen, nacionalidad, raza, edad o incapacidad.
- 12) Las propuestas serán enviadas en formato PDF por email a centrocapri@yahoo.com el 31 de mayo de 2024 en o antes de las 3:00 pm, o entregadas en las instalaciones del Colegio localizados en la Carr. 846, Km 9, Lote 5, Ciudad Universitaria, Trujillo Alto, P.R. 00976.
- 13) El proponente incluirá en su propuesta el Estado Financiero del último año fiscal.

Escala de Evaluación:

El comité evaluador de C.APR. I. utilizará los siguientes criterios para evaluar las propuestas recibidas:

5- Excelente 4-Satisfactorio 3-Regular 2- Debe mejorar 1-No satisfactorio 0-No cumple

Criterios de Evaluación	Puntuación Máxima
Experiencia y Habilidad:	10%
1) ¿El proponente cumple con las cualificaciones necesarias para cumplir con los requerimientos del proyecto?	5%
2) ¿El proponente cuenta con la educación, experiencia y calificaciones profesionales requeridas? ¿Tienen experiencia relevante al cumplimiento de Políticas Públicas para proyectos Federales y Estatales?	5%
Plan Operacional	30%
Enfoque de Gestión Específico: 1) El proponente cumple con los objetivos presupuestarios y de tiempo de C.APR.I. para el proyecto.	10%
Experiencia Previa 1) El proponente ha demostrado tener experiencia previa en proyectos similares, demostrando éxito en el desempeño de estos. 2) ¿El proponente tiene experiencia trabajando proyectos con Fondos de FEMA? 3) Experiencia en gestión y en permisos	10%
Capacidad Financiera 1) El proponente tiene capacidad financiera para garantizar el costo negociado y sufragar gastos por encima de dicho costo. 2) Muestra estabilidad financiera y operativa.	10%

Presentación	25%
1) Los servicios propuestos son de calidad y cónsonos al proyecto.	5%
2) El personal del proponente es uno competente y cualificado para efectuar el proyecto.	5%
3) El proponente cuenta con referencias verificables y positivas sobre trabajos previos similares al proyecto propuesto.	10%
4) ¿Tiene el proponente la capacidad de proporcionar servicios de licitación previos a la construcción, incluida la estimación, la programación, la revisión de la constructibilidad, las estrategias de licitación e ingeniería de valor?	5%
Precio	35%
Estimado por fases	15%
1) ¿La propuesta incluye los costos estimados por fases, incluyendo un estimado de horas trabajadas y tarifa mensual por los servicios solicitados?	
Costos	20%
1) Los costos son los más bajos con relación a los otros proponentes.	

- 1) Las propuestas serán evaluadas por un comité evaluador, tomando en consideración los requisitos antes mencionados.
- 2) El proponente con mayor puntuación será contactado para presentar su propuesta final y proceder a aclarar preguntas pertinentes por parte del comité evaluador, de ser necesario.
- 3) La selección de proponente será basada en las calificaciones y los costos presentados.
- 4) El comité evaluador hará una recomendación a la Junta directiva de C.APR.I. para su decisión final.
- 5) Los proponentes serán notificados sobre la adjudicación según los requerimientos y criterios de selección mediante el correo electrónico provisto en el registro.
- 6) Se redactará un contrato con el proponente seleccionado.

VII- CONFLICTO DE INTERÉS

- 1) Ninguna persona natural o jurídica, que no sea el proponente, tiene o tendrá ningún interés o participación en esta Propuesta o en el acuerdo que resulte del presente proceso.
- 2) No hay complicidad o acuerdo entre el proponente y cualquier otro proponente (s) en relación con este proyecto.
- 3) El proponente no tiene conocimiento del contenido de otras propuestas y no ha hecho ninguna comparación con ninguna otra parte en relación con la elaboración de la propuesta.
- 4) El proponente no es un empleado de C.APR.I. Se entiende que el proponente seleccionado no será considerado de ninguna manera como un empleado de C.APR.I., sino únicamente como un consultor independiente.
- 5) Se notificará a C.APR.I tan pronto como sea posible si cualquier aspecto relacionado con el trabajo anticipado bajo esta solicitud de propuestas plantea un conflicto de intereses real o potencial (como se define en 2 C.F.R. Parte 215 y 24 C.F.R. §85.36 (2013) (o 84.42 (2013), si corresponde).
- 6) Explicará el conflicto real o potencial por escrito con suficiente detalle para que C.APR.I pueda evaluar dicho conflicto real o potencial.
- 7) Los proponentes deben proporcionar una lista de cualquier otro contrato de consultoría actual o anterior que la firma tenga/haya tenido con C.APR.I o cualquier otra entidad.
- 8) Proporcionará una descripción de cualquier procedimiento legal histórico o en curso reciente, entrevistas o investigaciones que esté llevando a cabo cualquier agencia de aplicación de la ley de los Estados Unidos, si corresponde, que involucre a su compañía o equipo que esté relacionada con transacciones ejecutadas en su nombre.
- 9) Proporcionará una breve descripción de cualquier trabajo que haya realizado para cualquier acreedor y su posición sobre las obligaciones de deuda. Indique si esta actividad está en curso y, de no ser así, cuándo concluyó la asignación anterior.
- 10) Es necesario reiterar que toda la experiencia laboral relacionada con el Gobierno de Puerto Rico y/o las Organizaciones Privadas sin Fines de Lucro (Private Non-Profits "PNPs"), si las hubiere, debe describirse en detalle. La descripción debe incluir, pero no limitarse a: (1) período de tiempo, (2) recursos administrados, (3) agencias y/o entidades a las que se prestaron servicios y (4) responsabilidad en tales roles con sus respectivos entregables.
- 11) En caso de conflictos de intereses reales o aparentes, C.APR.I se reserva el derecho, en el mejor interés y a su entera discreción, de rechazar una propuesta (s) de plano o de imponer condiciones adicionales a los proponentes.

- 12) El proponente aceptará cualquier estrategia razonable de mitigación de conflictos empleada por C.APR.I, incluyendo, pero no limitado al uso de un subcontratista independiente para realizar la parte del trabajo que da lugar al conflicto real o potencial.
- 13) El Comité evaluador y la Junta de Directores de C.APR.I se reservan el derecho de rechazar cualquier propuesta que, en su opinión no sea satisfactoria o no protejan los mejores intereses de la entidad. Todas las compañías participantes deben cumplir con toda la documentación legal requerida. Cada propuesta será evaluada de manera independiente y utilizando los criterios esbozados en este documento.

VIII- CERTIFICACIONES REQUERIDAS

El proponente seleccionado deberá proveer las siguientes certificaciones para ejecutar la firma del contrato:

- 1) Certificado de Incorporación del Depto. de Estado de Puerto Rico
- 2) Certificado de Cumplimiento del Depto. Estado (Good Standing)
- 3) Certificación Deuda CFSE (Corporación del Fondo del Seguro del Estado, declaración de nómina del empleador)
- 4) Unique Entity Identifier (UEI) (debe estar registrado y activo)
- 5) Certificación de suspensión e inhabilitación (SAM)
- 6) Certificaciones CRIM (Centro de Recaudación de Ingresos)
 - a. Certificación de Deuda por Todos los Conceptos (aplica si posee propiedad mueble o inmueble) De tener deuda, debe someter un documento oficial del CRIM evidenciando un plan de pago en total cumplimiento.
 - b. Certificación de Radicación de Planilla sobre la Propiedad Mueble por los últimos 5 años. Declaración Jurada en los casos que no posea propiedad mueble o no radique planilla de propiedad mueble.
 - c. Certificación Negativa Propiedad Inmueble. De tener deuda, debe someter un documento oficial del CRIM evidenciando un plan de pago en total cumplimiento.
- 7) Certificado de estado de cumplimiento de la Administración de Manutención de Menores de Puerto Rico (ASUME)
- 8) Certificación de Radicación de Planilla de Impuesto sobre Venta y Uso (sólo para agentes retenedores)
- 9) Certificación de Deuda de Impuesto sobre la Venta y Uso (Depto. Hacienda). En caso de deuda, someterá un documento oficial del Depto. De Hacienda certificando que se encuentra bajo un plan de pago en total cumplimiento.
- 10) Certificación de Deuda Contributiva (Depto. Hacienda)
- 11) Certificación de Radicación de Planillas sobre Ingreso Últimos 5 años (Depto. Hacienda)
- 12) Certificación de Relevamiento de Retención (Depto. Hacienda) (si aplica)
- 13) Certificación de Deuda del Departamento del Trabajo y Recursos Humanos:

- a. Seguro Choferil
 - b. Seguro por Desempleo, Incapacidad Temporal
- 14) Resolución Corporativa certificando a persona autorizada a firmar, emitido por Junta de Directores en Documento con Membrete y Sello Corporativo
 - 15) Seguro Social Patronal
 - 16) Copia del Certificado de Registro de Comerciante

Nota: Todas las certificaciones pueden ser copia (previa presentación de los originales) y con fecha de haber sido expedidas con no más de sesenta (60) días de antelación a la fecha de contratación. No se aceptarán contrataciones vencidas o cuya emisión haya sido más de sesenta (60) días de antelación a la fecha de contratación.

IX- CLÁUSULAS DE NO DISCRIMINACIÓN

- 1) El contratista no discriminará a ningún empleado o solicitante de empleo por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional. El contratista tomará medidas afirmativas para garantizar que los solicitantes estén empleados y que los empleados sean tratados durante el empleo sin tener en cuenta su raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional. Dicha acción incluirá, entre otras, las siguientes: empleo, mejora, degradación o transferencia; reclutamiento o publicidad de reclutamiento; despido o terminación; las tasas de remuneración u otras formas de indemnización; y la selección para la formación, incluido el aprendizaje. El contratista se compromete a publicar en lugares visibles, disponibles para los empleados y solicitantes de empleo, avisos que se proporcionarán estableciendo las disposiciones de esta cláusula de no discriminación.
- 2) El contratista, en todas las solicitudes o anuncios para empleados colocados por o en nombre del contratista, declarará que todos los solicitantes calificados recibirán consideración para el empleo sin tener en cuenta la raza, el color, la religión, el sexo, la orientación sexual, la identidad de género o el origen nacional.
- 3) El contratista no despedirá ni discriminará de ninguna otra manera a ningún empleado o solicitante de empleo porque dicho empleado o solicitante haya preguntado, discutido o divulgado la compensación del empleado o solicitante u otro empleado o solicitante. Esta disposición no se aplicará a los casos en que un empleado que tenga acceso a la información de compensación de otros empleados o solicitantes como parte de las funciones laborales esenciales de dicho empleado divulgue la compensación de dichos otros empleados o solicitantes a personas que de otra manera no tienen acceso a dicha información, a menos que dicha divulgación sea en respuesta a una queja o cargo formal, en apoyo de una investigación, procedimiento, audiencia o acción, incluida una

investigación realizada por el empleador, o sea consistente con el deber legal del contratista de proporcionar información.

- 4) El contratista enviará a cada sindicato o representante de los trabajadores con los que tenga un acuerdo de negociación colectiva u otro contrato o entendimiento, un aviso que se proporcionará informando a dicho sindicato o representantes de los trabajadores de los compromisos del contratista en virtud de esta sección, y publicará copias del aviso en lugares visibles disponibles para los empleados y solicitantes de empleo.
- 5) El contratista cumplirá con todas las disposiciones de la Orden Ejecutiva 11246 del 24 de septiembre de 1965 y de las reglas, reglamentos y órdenes pertinentes del Secretario del Trabajo de los Estados Unidos.
- 6) El contratista proporcionará toda la información e informes requeridos por la Orden Ejecutiva 11246 del 24 de septiembre de 1965, y por las reglas, regulaciones y órdenes del Secretario del Trabajo de los Estados Unidos, o de conformidad con la misma, y permitirá el acceso a sus libros, registros y cuentas por parte de la agencia administradora y el Secretario del Trabajo para fines de investigación para determinar el cumplimiento de dichas reglas, reglamentos y órdenes.
- 7) En caso de incumplimiento por parte del contratista de las cláusulas de no discriminación o de cualquiera de dichas reglas, regulaciones u órdenes, el contrato puede ser cancelado, terminado o suspendido en su totalidad o en parte y el contratista puede ser declarado inelegible para otros contratos gubernamentales o contratos de construcción con asistencia federal de acuerdo con los procedimientos autorizados en la Orden Ejecutiva 11246 del 24 de septiembre, 1965, y tales otras sanciones pueden ser impuestas y los recursos invocados según lo dispuesto en la Orden Ejecutiva 11246 del 24 de septiembre de 1965, o por regla, reglamento u orden del Secretario del Trabajo, o según lo dispuesto por la ley.
- 8) El contratista incluirá la parte de la oración inmediatamente anterior al párrafo (1) y las disposiciones de los párrafos (1) a (8) en cada subcontrato u orden de compra, a menos que esté exento por reglas, regulaciones u órdenes del Secretario del Trabajo emitidas de conformidad con la sección 204 de la Orden Ejecutiva 11246 del 24 de septiembre de 1965, de modo que dichas disposiciones serán vinculantes para cada subcontratista o proveedor. El contratista tomará las medidas que el organismo administrador pueda ordenar con respecto a cualquier subcontrato u orden de compra como medio de hacer cumplir dichas disposiciones, incluidas las sanciones por incumplimiento.
- 9) El solicitante acepta además que estará obligado por la cláusula de igualdad de oportunidades anterior con respecto a sus propias prácticas de empleo cuando participe en trabajos de construcción con asistencia federal: Siempre que, si el solicitante que participa es un gobierno estatal o local, la cláusula de igualdad de oportunidades anterior

no sea aplicable a ninguna agencia, instrumento o subdivisión de dicho gobierno que no participe en el trabajo en o bajo el contrato.

- 10) El solicitante acepta que asistirá y cooperará activamente con la agencia administradora y el Secretario del Trabajo para obtener el cumplimiento de los contratistas y subcontratistas con la cláusula de igualdad de oportunidades y las reglas, regulaciones y órdenes relevantes del Secretario del Trabajo de los Estados Unidos, que proporcionará a la agencia administradora y al Secretario del Trabajo de los Estados Unidos la información que puedan requerir para la supervisión de dicho cumplimiento, y que, de lo contrario, ayudará al organismo administrador en el cumplimiento de la responsabilidad primordial del organismo de garantizar el cumplimiento.
- 11) El solicitante acepta además que se abstendrá de celebrar cualquier contrato o modificación de contrato sujeto a la Orden Ejecutiva 11246 del 24 de septiembre de 1965, con un contratista inhabilitado o que no haya demostrado elegibilidad para contratos gubernamentales y contratos de construcción con asistencia federal de conformidad con la Orden Ejecutiva y llevará a cabo las sanciones por violación de la cláusula de igualdad de oportunidades que pueda imponer a los contratistas y subcontratistas la agencia administradora o el Secretario del Trabajo de Estados Unidos de conformidad con la Parte II, Subparte D de la Orden Ejecutiva. Además, el solicitante acepta que si incumple o se niega a cumplir con estos compromisos, la agencia administradora puede tomar cualquiera o todas las siguientes acciones: Cancelar, rescindir o suspender total o parcialmente esta subvención (contrato, préstamo, seguro, garantía); abstenerse de extender cualquier asistencia adicional al solicitante en virtud del programa con respecto al cual se produjo el incumplimiento o el reembolso hasta que se haya recibido una garantía satisfactoria de cumplimiento futuro de dicho solicitante; y remitir el caso al Departamento de Justicia para que proceda en los procedimientos judiciales correspondientes.
- 12) El Contratista deberá cumplir con 49 USC 5301 (d), que establece la política federal de que los ancianos y las personas con discapacidades tienen los mismos derechos que otras personas a utilizar los servicios e instalaciones de transporte masivo y que se harán esfuerzos especiales en la planificación y el diseño de esos servicios e instalaciones para implementar esa política. El Contratista también deberá cumplir con todos los requisitos aplicables de la Sección 504 de la Ley de Rehabilitación (1973), según enmendada, 29 USC 794, que prohíbe la discriminación sobre la base de discapacidades, y la Ley de Estadounidenses con Discapacidades de 1990 (ADA), según enmendada, 42 USC 12101 y siguientes, que requiere que las instalaciones y servicios accesibles estén disponibles para las personas con discapacidades, incluidas sus modificaciones posteriores.

X- INFORMACIÓN LEGAL

C.APR.I se reserva el derecho de otorgar un contrato en base a los servicios requeridos, y en cumplimiento con lo siguiente:

- a. *Procurement Policy for Federal Purchases* de C.APR.I, su Reglamentación interna vigente.
- b. Ley Robert T. Stafford de Ayuda en Desastres y Asistencia en Emergencias (Ley Pública 100-707), según enmendada.
- c. 2 CFR 200 § 200.318 to 200.327 and 2 C.F.R. Part 200, Appendix I
- d. *Procurement Disaster Assistance Team (PDAT) Field Manual - Procurement Guidance for Recipients and Subrecipients under 2 CFR 200 (Reglas Uniformes), Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT)*

XI- PERIODO DE RESTRICCIÓN Y COMUNICACIONES PROHIBIDAS

Se considerará como “periodo de restricción” el periodo de tiempo fuera de las fechas límites establecidas para cada actividad, según detallado en el cronograma de este RFP en la Sección VIII.

El proponente cumplirá con las especificaciones de este RFP para la entrega de la propuesta por los medios establecidos en la sección IV. Toda comunicación durante el proceso de Solicitud de Propuesta se realizará mediante el correo electrónico. El no hacerlo, lo descalificará del proceso de competencia.

XII- CAMBIOS O RETIRO DE PROPUESTA

Una propuesta que esté en posesión de C.APR.I. podrá ser retirada o alterada por carta con la firma y nombre de la persona autorizada para su presentación si se recibe antes de la hora y fecha límite de entrega de propuestas pautada para el 31 de mayo de 2024 a las 3:00 pm.

XIII- ERRORES Y OMISIONES DEL PROPONENTE

C.APR.I se reserva el derecho de rechazar un envío que contenga un error u omisión. También se reserva el derecho de solicitar la corrección de cualquier error u omisión y/o de solicitar cualquier aclaración o información adicional de cualquier proponente, sin abrir aclaraciones para todos los proponentes.

Se proporcionará a los proponentes un plazo razonable para presentar respuestas por escrito a las solicitudes de aclaración o información adicional de C.APR.I. Los proponentes deberán responder en el plazo indicado en la correspondencia.

XIV- DISPOSICIONES GENERALES FEDERALES

Debido a que se prevé que los costos incurridos por C.APR.I en virtud del contrato adjudicado de conformidad con este RFP sean financiados por el Gobierno Federal, el contrato también se regirá por los términos y condiciones específicos establecidos por la(s) agencia(s) federal(es) adjudicadora(s). El Apéndice B, C y D de este RFP incluye las disposiciones generales y las cláusulas requeridas bajo las leyes federales y de Puerto Rico.

El proponente deberá proporcionar una descripción de la experiencia en el tratamiento de estas y cualquier otra disposición y requisitos aplicables y certificar afirmativamente que el proponente deberá cumplir.

XV- SELECCIÓN DE LA PROPUESTA EN EL MEJOR INTERÉS DE C.APR.I.

C.APR.I se reserva el derecho de seleccionar al proponente que mejor se ajuste a los objetivos y planes establecidos en el RFP, independientemente de no ser la propuesta de menor costo.

XVI- DERECHO A SOLICITAR REVISIÓN

El proponente tiene el derecho de solicitar una revisión de su propuesta, en un periodo de 24 horas, siguiendo el procedimiento descrito a continuación:

- a. Deberá enviar un comunicado por correo electrónico a la persona contacto de este RFP explicando la información que desea ser revisada y sus razones.
- b. Una vez se reciba su petición, se le compartirá un resumen de su evaluación y puntuación obtenida en el proceso.
- c. De no estar de acuerdo con alguno de los criterios, deberá informarlo por escrito y someter la evidencia que sustente su reclamo.
- d. C.APR.I evaluará la información y responderá al proponente dentro de 3 días laborables.

XVII- APÉNDICES

Apéndice	Descripción
Apéndice A	Field Map
Apéndice B	FEMA Public Assistance Program and Policy Guide
Apéndice C	C.APR.I. Procurement Policy
Apéndice D	General Procurement Standards
Apéndice E	Bid Bond
Apéndice F	Field Observation and Assessment

Apéndice A- Field Map

SCHOOL DESCRIPTION PHOTOS

General Information			
Facility Name: Centro de Aprendizaje Individualizado	Project No. 82785	PW: 6172	SCHOOL CODE: 139-U5WBH-00
Facility Address: Carr. 846 Km 9 Lote 5 Ciudad Universitaria, Trujillo Alto Puerto Rico 00976	GPS Coord:	Lat. 18.373068	Long. -66.025385
	Disaster:	4339 DR	
Facility Description: a private educational institution which consists of three buildings, 3 administrative offices (Director, Director Assistance, Secretary and School Coordinators), 16 classrooms, one Library, a reception area, a kitchen, 5 bathrooms, lunchroom, and a basketball court.			
Location Map:			

Site Map:



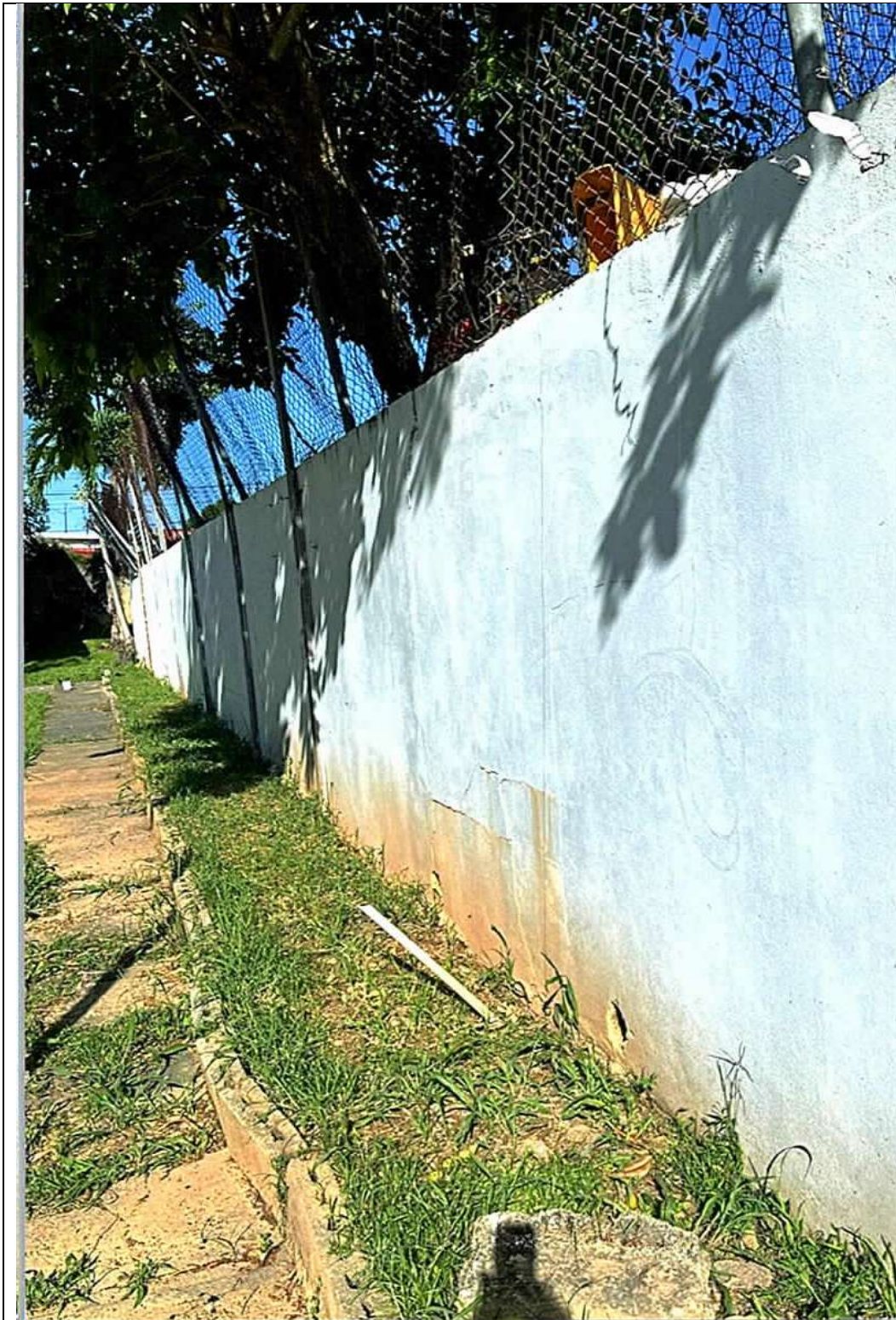


Photo No 1:
Location: North
retaining wall



Photo No 2:
Location: North retaining wall



Photo No: 3
Location East
retaining wall



Photo No: 4
Location: East
retaining wall



Photo No: 5
Location: South
Retaining Wall



Photo No:
6
Location:
South
Retaining
Wall

Apéndice B- FEMA Public Assistance Program and Policy Guide



GENERAL PROVISIONS AND REQUIRED CLAUSES UNDER FEDERAL AND PUERTO RICO LAWS

OFICINA CENTRAL DE RECUPERACIÓN,
RECONSTRUCCIÓN Y RESILIENCIA
COR3





GENERAL PROVISIONS AND REQUIRED CLAUSES UNDER FEDERAL AND PUERTO RICO LAWS

Please note that the following list is not exhaustive; proposal clauses are also dependent on and may vary according to the needs for which the Request for Proposal is supposed to be performed and the Non-Federal Entity that will release the Request for Proposal.

1. Remedies (Required)

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). Parties may seek various judicial remedies for breach of contract, including damages, specific performance, and rescission or restitution.

This requirement applies to all FEMA grant and cooperative agreement programs.

Sample language is not provided since these must be written in accordance with the non-Federal entity's own procedures in this area.

2. Termination for Cause and Convenience (Required)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Termination for convenience. The exercise of an NFE's right to completely or partially terminate the contractor's performance of work under a contract when it is in the NFE's interest.

Termination for cause (or "default"). The exercise of a party's right to completely or partially terminate a contract because of the other party's actual or anticipated failure to perform its contractual obligations.



Sample language is not provided since these must be written in accordance with the non-Federal entity's own procedures in this area.

3. Age Discrimination Act of 1975. (Recommended)

The Proposer shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations.

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

4. Title VI of the Civil Rights Act of 1964. (Recommended)

The Proposer shall comply with the provisions of Title VI of the Civil Rights Act of 1964.

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5. Equal Employment Opportunity (Required)

a. Standard. Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.

b. Applicability. This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

c. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration,



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conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

(3) Contract: The regulation at 41 C.F.R. § 60-1.3 defines contract as “any Government contract or subcontract or any federally assisted contract or subcontract.”

(4) Additional definitions pertaining to this contract provision can be found at 1 C.F.R. § 60-1.3.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(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, GPR that all qualified applicants will receive considerations 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,



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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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(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 Respondent. 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 Respondent as a result of such direction by the administering agency the contractor may request the United States to enter



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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."

6. Certification of Non-segregated Facilities. (Required)

By the submission of a proposal, Proposer, offeror, applicant or subcontractor certifies that Proposer does not maintain or provide for Proposer's establishments, and that Proposer does not permit employees to perform their services at any location, under Proposer's control, where segregated facilities are maintained. Proposer certifies further that



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Proposer will not maintain or provide for employees any segregated facilities at any of Proposer's establishments, and Proposer will not permit employees to perform their services at any location under Proposer's control where segregated facilities are maintained. The Proposer, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this RFP and of the resulting contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

Proposer further agrees that (except where Proposer has obtained for specific time periods) Proposer will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that Proposer will retain such certifications in Proposer's files; and that Proposer will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

7. Drug Free (Recommended)

Suggested Language:

The **Contractor** shall establish procedures and policies that promote a drug-free work environment. The Contractor must notify its employees of these policies as well as the penalties that may be imposed if any type of violation occurs. The Contractor must notify the **non-federal entity** if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

8. Small and Minority Enterprises, Women's Commercial Enterprises and Labor Surplus Area Enterprises (Required)

The contractor shall take the necessary affirmative action to ensure that minority enterprises, women's business enterprises and enterprises in the area of surplus labor are used in subcontracting where possible. Steps include, but are not therefore not:



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- A. Include qualified small and minority enterprises and women's business enterprises on application lists,
- B. Ensure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources,
- C. Divide total needs, where economically feasible, into smaller tasks or quantities to allow for maximum participation by small and minority enterprises and women's business enterprises;
- D. Establish delivery schedules, where permitted by the requirement, that encourage the participation of small and minority businesses and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.
- F. For contracts of \$10,000 or more, the Successful Proposer must file Form HUD 2516 (Contract and Subcontract Activity) with the Puerto Rico Department of Housing, quarterly.

The NEFs and the contractor agree to comply with mandatory rules and policies related to the Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to the political activities of certain state and local employees. State and local employees involved in or interfering with the works and provisions set forth in this agreement and/or the grants made hereunder may engage in any of the following activities: being a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaigning in partisan elections; and holding positions in political parties. State and local employees involved in or interfering with the works and provisions set forth in this contract and/or the grants made hereunder may not perform the following activities: being a candidate in partisan elections; using official influence to interfere in elections; coercing the political contributions of subordinates in support of political parties or candidates to the office of the special counsel. operates a website that provides guidance on incubation law issues.

9. Davis Bacon Act (Does not apply to the Public Assistance)

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and



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mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- c. Requirements. If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).



FEMA suggests including the following contract clause:
Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

10. Copeland “Anti-Kickback” Act (Does not apply to the Public Assistance)

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies.

Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity will report all suspected or reported violations to the Federal awarding agency.

FEMA suggests including the following contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

11. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Required)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (*Overtime requirements*), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in



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paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

12. Conflict of Interest (Required)

- a. Written Standards. The NFE must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. 2 C.F.R. § 200.318(c)(1).
- b. Personal Conflicts of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, 7; Standard Form 424B, 3.
 - i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate



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- family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
- ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.
- c. Gifts. The officers, employees, and agents of the NFE must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFEs may set standards for situations in which the financial interest is the minimums, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).
 - d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.
 - e. Organizational Conflicts of Interest.
 - i. Parent, Subsidiaries, and or Affiliates. If a NFE has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the NFE must maintain written standards of conduct governing organizational conflicts of interest. Organizational conflicts of interest within this context means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 C.F.R. § 200.318(c)(2).
 - ii. Other Contractors. An organizational conflict of interest can also arise within the context of contractors that are not related organizations. An organizational conflict of interest arises in these cases where a person, because of other activities or relationships with other persons, is unable or potentially unable to render impartial assistance of advice to the NFE, the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Chapter V, ¶ 1.b provides more information about such organizational conflicts of interest.
 - iii. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications,



requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such requirements. 2 C.F.R. § 200.319(a).

13. Rights to Inventions Made Under a Contract or Agreement (Does not apply to the Public Assistance)

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

14. Clean Air Act and the Federal Water Pollution Control Act (Required)

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).



- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

FEMA suggests including the following contract clause:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the **(name of the applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Debarment and Suspension (Required)

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's



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- regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
- i. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - iv. FEMA suggests including the following contract clause:
The suggested clause incorporates an optional method of verifying that contractors are not excluded or disqualified.



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Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Byrd Anti-Lobbying Amendment (Required)

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.



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c. FEMA suggests including the following contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

(Required Certification is on the next page)



APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official



Date

17. Procurement of Recovered Materials (Required)

- a. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with *Section 6002 of the Solid Waste Disposal Act*, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. **FEMA suggests including the following contract clause:**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractors also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18. Domestic Preferences for Procurements (Required)

- a. **Standard.** As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.



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b. Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

c. **FEMA suggests including the following contract clause:**

“Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

19. Access to Records (Recommended)

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. **FEMA suggests including the following contract clause:**

Access to Records.



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The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions until three (3) years after final payment under the Contract.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write the name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract

is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

20. Changes or Modifications (Recommended)

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract.

All contract changes must be within the scope of the original contract. NFEs are not restricted from making minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. "Cardinal changes," however, present a problem.



A cardinal change is a significant modification in contract work (property or services), costs, or time that causes:

- i. A major deviation from the original purpose of the work or the intended method of achievement; or
- ii. A revision of contract work, costs, or time so extensive, significant, or cumulative that the contractor is required to perform very different work from that described in the original contract.

Generally, FEMA will view a cardinal change to a contract as a noncompetitive award and evaluate whether the NFE meets the necessary conditions for using the procurement through noncompetitive proposal method (sole sourcing). If an NFE performs a cardinal change without meeting the exceptions to competitive procurements, then the NFE is noncompliant with the federal procurement under grant rules.

Sample language is not provided since the language of the clause may differ depending on the nature of the contract and the end-item procured.

21. DHS SEAL, LOGO, AND FLAGS (Recommended)

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. **FEMA suggests including the following contract clause:**
"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

22. Compliance with Federal Law, Regulations, and Executive Orders (Recommended)

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with



all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. FEMA suggests including the following contract clause:

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

23. No Obligation by Federal Government (Recommended)

b. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. FEMA suggests including the following contract clause:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

24. Program Fraud and False or Fraudulent Statements or Related Acts (Recommended)

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.



d. **FEMA suggests including the following contract clause:**

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

25. Flood Protection Act 1973 (If Applicable)

The Successful Proposer will ensure that procedures and mechanisms are in place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 CFR § 570.605.

26. Lead-Based Paint (If Applicable)

The Successful Proposer must comply with the regulations regarding lead-based paint found in 24 CFR § Part 35 on prevention of lead-based paint poisoning in certain residential structures with respect to all CDBG-DR funded assisted living units.

27. Religious Activity (If Applicable)

The non-federal entity and the Successful Proposer agree to refrain from using the funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570,200(j), such as worship, religious instruction, or proselytizing.

28. Section 3 of the Housing and Urban Development Act of 1968 (If Applicable)

The work to be performed under the contract resulting from this RFP may be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Proposer agrees to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3, as may be applicable. As evidenced by their execution of the contract resulting from the RFP, the parties to the contract shall certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Proposer agrees to send to each labor organization or representative of workers with which the Proposer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Proposer’s commitments under this section 3 clause, and will



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post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall

describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Proposer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Proposer will not subcontract with any subcontractor where the Proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

The Proposer will certify that any vacant employment positions, including training positions, that are filled: (1) after the Proposer is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Proposer's obligations under 24 C.F.R. part 135. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. § 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



For contracts exceeding \$100,000, the Proposer shall submit Form HUD 60002 (Section 3 Summary Report) to NFE on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

29. Section 109 of the Housing and Community Development Act of 1964 (If Applicable)

The Proposer shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

30. Section 503 of the Rehabilitation Act of 1973 (If Applicable)

(applicable to contracts and subcontracts over \$10,000). The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat

qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.



GOBIERNO DE PUERTO RICO

OFICINA CENTRAL DE RECUPERACIÓN,
RECONSTRUCCIÓN Y RESILENCIA

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Department of Labor. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Non-Federal Entity or other Government officials may direct to enforce such provisions, including action for noncompliance.

31. Section 504 of the Rehabilitation Act of 1973 (If Applicable)

The Proposer shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The Proposer agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

32. Energy Efficiency

The Proposer agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with this Act.

33. Hold Harmless

The Proposer agree to indemnify, defend and hold harmless the Commonwealth of Puerto Rico, **(insert name of recipient/subrecipient/applicant)**, the FEMA Administrator, or any of their authorized representatives, for damages of any type whatsoever, either property, or to persons when arising out of or related to the



negligence or intentionally misconduct of the Contractor in the performance of the services required in the Agreement and that affect the subsidized funds.

The Proposer release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities. In accordance with the above, the Proposer agrees to be responsible for any and all claims of causes of action, including any judgment action, debt, liability costs and attorney's fees or any other request for moneys of any type arising in the execution of the Contract.

The non-federal entity will include the provisions of this clause in the Contract with the successful bidder. Also, it is recommended to include a specific Hold and Harmless Agreement between the Contractor and de non-federal entity.

Sample language of the Hold and Harmless Agreement is not provided since the terms and conditions of the agreement may differ depending on the nature of the contract.

34. Provisions Required by Law Deemed Inserted (Recommended)

Each and every provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this RFP or the resulting contract shall be deemed to be inserted herein and the RFP and the contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be amended to make such insertion or correction.

Apéndice C- C.APR.I. Procurement Policy



Centro de Aprendizaje Individualizado

Carr. 846 Km. 9 Lote 5 Ciudad Universitaria, Trujillo Alto PR 009076

Tel. 787-760-1835 (fax) e-mail: centrocapri@yahoo.com

PROCUREMENT POLICY FOR FEDERAL PURCHASES

1. This procurement policy applies to all purchases of goods and services for Federal Programs (i.e., FEMA, Department of Education, HUD, etc.) by **Centro de Aprendizaje Individualizado (C.APR.I)**.
2. **Centro de Aprendizaje Individualizado (C.APR.I)** must follow ethical practices and responsible procedures related to the purchase of goods and services necessary to comply with the programmatic or operational needs and establish contractual agreements.
3. **Centro de Aprendizaje Individualizado (C.APR.I)** promotes a free and open competition among potential vendors by complying with the Procurement Procedures established on the Code of Federal Regulations included in 2 CFR 200.317, 200.318, 200.319, 200.320, 200.321, 200.322, 200.323, 200.324, 200.325, 200.326, and 200.327
4. This will be accomplished by obtaining competitive quotes or proposals from qualified vendors, in accordance with the following guidance:

DESCRIPTION	QUANTITY	APPLICABLE PROCEDURE	AUTHORIZATION
Micro-purchase	Up to \$10,000.00	May be awarded from a list of vendors, without soliciting competitive quotations: if it considers the price to be fair and reasonable, must document in the basis for that determination	Board of Directors or any management personnel authorized by the Finance Committee of the Board of Directors.
Small purchase	\$10,000.01 to \$250,000.00	Must obtain price or rate quotations from an adequate number of qualified sources. An adequate number of sources will be determined by Centro de Aprendizaje Individualizado (C.APR.I) and will depend on the facts and circumstances of the procurement. Centro de Aprendizaje Individualizado (C.APR.I) shall aim to obtain at least three (3) quotes/proposals, if circumstances allow it.	Board of Directors
Bidding/Proposal	\$250,000.01 or more	Post a public advertisement to solicit bids/proposal from an adequate number of know suppliers. An adequate number of sources will be determined by Centro de Aprendizaje Individualizado (C.APR.I) and will depend on the facts and circumstances of the procurement. Centro de Aprendizaje Individualizado (C.APR.I) shall aim to obtain at least three (3) proposals, if circumstances allow it.	Board of Directors

5. In case of emergencies and/or natural disasters, in order to resume normal operations of the school as soon as possible, the School Head or the Operations Manager shall decide the goods and services to be purchased with a single quote.
6. **Centro de Aprendizaje Individualizado (C.APR.I.)** must document the procurement history as detailed in 2 C.F.R. 200.318(i).
7. **Centro de Aprendizaje Individualizado (C.APR.I.)** must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the solicitation and contract. Each program must comply with the requirements specified in the corresponding contract and/or the applicable regulations or any other standard.



Nilsa E. Vélez Carrión

President

Apéndice D- 2CFR 200.318 (up to date as of 04-12-2024)

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Grants and Agreements

Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D – Post Federal Award Requirements

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Procurement Standards

§ 200.317 Procurements by states.

§ 200.318 General procurement standards.

§ 200.319 Competition.

§ 200.320 Methods of procurement to be followed.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 200.322 Domestic preferences for procurements.

§ 200.323 Procurement of recovered materials.

§ 200.324 Contract cost and price.

§ 200.325 Federal awarding agency or pass-through entity review.

§ 200.326 Bonding requirements.

§ 200.327 Contract provisions.

PROCUREMENT STANDARDS

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;

- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
- (1) **Micro-purchases** —

- (i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
- (v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases** –

- (i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.
- (c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

Apéndice E- Bid Bond

BID BOND

CONOZCAN TODOS LOS HOMBRES POR EL PRESENTE, que nosotros, los abajo firmantes,
_____ como Principal, y
_____ como Fiador, estamos por la presente
obligados y firmemente comprometidos con _____ como
propietario por la suma penal de _____ para el pago de la cual, nos
comprometemos conjunta y separadamente, nuestros herederos, ejecutores, administradores,
sucesores y cesionarios.

Firmado, este _____ de _____, 20_____.

La condición de la obligación anterior es tal que, en tanto que el Principal haya
presentado _____ una cierta Licitación, adjunta aquí y que por el presente
se incorpora como parte de este documento para celebrar un contrato por escrito,
para _____

AHORA, POR LO TANTO,

- (a) Si dicha Licitación es rechazada, o en su defecto.
- (b) Si dicha Licitación es aceptada y el Principal firma y entrega un contrato en el Formulario de Contrato adjunto aquí (completado correctamente de acuerdo con dicha Licitación) y proporciona un bono por su fiel cumplimiento de dicho contrato, y para el pago de todas las personas que realicen trabajos o suministren materiales en relación con el mismo, y cumpla en todos los demás aspectos con el acuerdo creado por la aceptación de dicha Licitación, entonces esta obligación será válida, de lo contrario la misma permanecerá en vigor y efecto, entendiéndose expresamente y acordando que la responsabilidad del Fiador por cualquier y todas las reclamaciones derivadas de la misma, en ningún caso, excederá el monto penal de esta obligación según se indica aquí.

El Fiador, por valor recibido, estipula y acuerda por la presente que la obligación de dicho Fiador y su bono no se verán de ninguna manera afectados por ninguna prórroga del plazo en el cual el Propietario pueda aceptar dicha Licitación, y dicho Fiador renuncia por la presente a cualquier aviso de dicha prórroga.

Iniciales _____

EN TESTIMONIO DE LO CUAL, el Principal y el Fiador han puesto sus manos y sellos, y aquellos que son corporaciones han hecho que sus sellos corporativos sean aquí adheridos y estos presentes sean firmados por sus funcionarios adecuados, el día y año antes mencionados.

Principal

SELLO

Fiador

POR: _____

Apéndice F- Field Observation and Assessment



FIRST FEDERAL BLDG., SUITE 413
1056 MUÑOZ RIVERA AVE.
RIO PIEDRAS, PR 00927

TEL. (787)756-5295
FAX. (787)751-9839
E-MAIL: pca@prmail.net

February 28, 2019

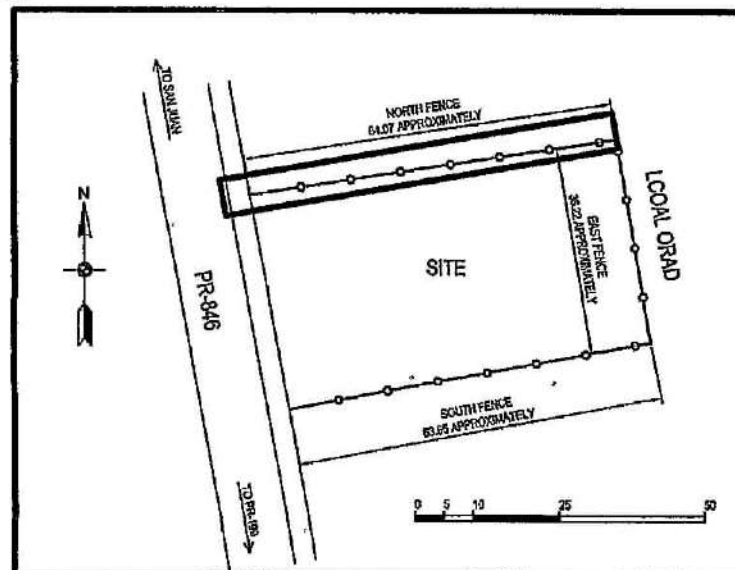
Ms. Nilsa Vélez,
Centro Aprendizaje Individualizado
State Road PR-846, Km. 0.9
Lote 5 Ciudad Universitaria
Trujillo Alto, P.R. 00976
centrocapri@yahoo.com

Subject: Field Observations and Assessment of Existing North, East and South Perimeter Walls

Dear Ms. Vélez,

We presents here the performed field observations and general assessment of the existing north, east and south walls that also serve as property limit of the educational facilities, located at the state road PR-846, km. 0.9 as shown in the location plan (see appendix A). All of the information presented in this document was based entirely on observations and information provided by the owner. No structural, soil, sampling or modelation was done for this assessment.

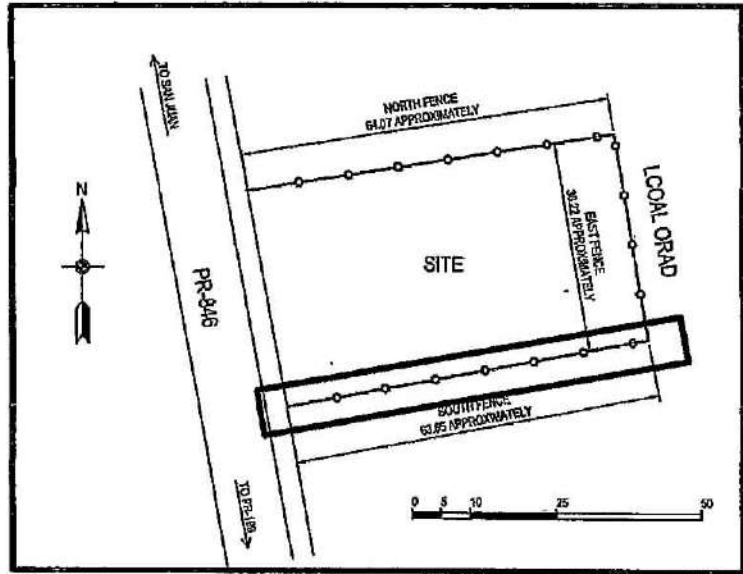
I. North Wall





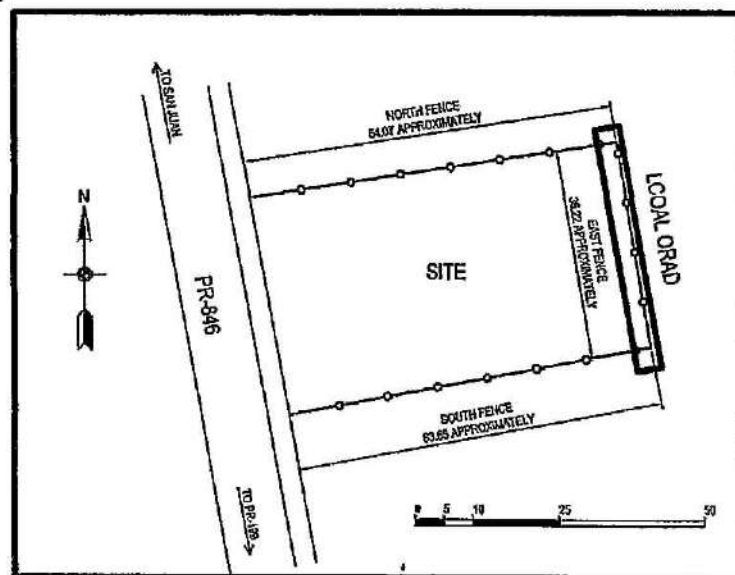
Existing wall of approximately 64 meter in length is tilted vertically with the above cyclone fence caused by the hydrostatic pressure (excessive rain water or rise of groundwater behind the wall). Most of the wall shows slight inclination towards the inside of the property. Existing conditions poses a safety hazard due to tilting of the wall to the inside of the property into the student population. We recommend demolition and reconstruction of the wall.

II. South Wall



Existing wall of approximately 64 meter in length is tilted vertically with the above cyclone fence caused by the hydrostatic pressure (excessive rain water or rise of groundwater behind the wall). Wall shows visible cracks and moderate inclination towards the neighbor property further south. Existing conditions is a safety hazard due to tilting of the wall to the south into the neighbor property. We recommend demolition and reconstruction of the wall.

III. East Wall



Existing wall of approximately 36 meter in length appears normal except for the exiting cyclone fence above. Existing fence is bended towards the inside of the property and poses a safety hazard to the inside of the property into the student population. We recommend demolition and reconstruction of the existing cyclone fence.

Respectfully submitted by,
Pedro Cortes & Assocs., Engineers P.S.C.



Pedro J. Cortés Betancourt, P.E.



Fecha de Expiración: 2021-10-07