



Estado Libre Asociado de Puerto Rico
Gobierno Municipal de Barceloneta
Secretaría Municipal Junta de Subastas
juntasubastas@barceloneta.pr.gov

REQUEST FOR PROPOSAL (RFP)

Municipio de Barceloneta Rehabilitación del Centro de Gobierno Municipal

SUBASTA (RFP) NÚM: 4
SERIE: 2026-2027

FEMA Project Number: 79878
FEMA Damage Inventory Number: 171952
FEMA Project Worksheet: 05801

COMPAÑIA: _____
CONTACTO: _____
DIRECCIÓN POSTAL : _____

SEG. SOC. PATRONAL: _____
SAMS UNIQUE ENTITY NO. _____
TELEFONO : _____
FAX : _____
EMAIL : _____

Document Date: September 3, 2026

Contents

RFP Schedule	3
RFP Scope of Work.....	4
Definitions:	4
Project Description	6
Sequence of Scope of Work.....	7
Details and Specifications	8
Reference Documents.....	8
RFP Requirements.....	9
Proposal Response Requirements:.....	9
Proposal Response Submittal Requirements:	10
Proposal Evaluation Criteria and Selection:	11
Right of Waiver, Rejection, and Acceptance	11
Questions or Inquiries.....	11
Questions & Answers.....	11
Contract and General Requirements	13
Contract	13
Proponent	13
Indemnification and Hold-Harmless.....	13
Penalties	13
Liquidated Damages	14
Registration	14
Evidence of Insurance.	14
Funding.....	14
Additional Procurement Standards.....	14
Supporting RFP Documentation	15
Certifications.....	16
Sworn Statement	18
Cost Proposal Form	21

RFP Schedule

The Municipal Government of Barceloneta will rely on the expertise in construction services of the selected firm to perform the *Rehabilitación del Centro de Gobierno Municipal* located in the Pueblo ward.

Below are critical dates associated for this Request for Proposal (RFP) process:

RFP Milestone	Anticipated Timeline
Publication of RFP	September 7, 2026
Pre-Submittal Meeting & On-Site Visit	September 15, 2026, at 10:30 AM At Felisa Rincón conference room, first floor Barceloneta City Hall, Barceloneta, P.R.
Last Days to Submit Questions through e mail juntasubastas@barceloneta.pr.gov	September 21, 2026, End of day
Last Day for Answers to Questions through e mail juntasubastas@barceloneta.pr.gov	September 25, 2026, End of day
Proposal Submittal Deadline on sealed envelopes at Municipal Secretary Office, Second Floor, Barceloneta City Hall	October 8, 2026, at 10:30 AM Time & date to be open in public bid process at Felisa Rincón conference room, first floor Barceloneta City Hall, Barceloneta, P.R.

RFP Scope of Work

Definitions:

Terms used in this document are defined in the section entitled "General Conditions" composing part of the Contract Documents attached hereto and shall have the meanings assigned to such terms in the General Conditions. Certain additional terms used in these Special Conditions shall have the respective meanings indicated below which shall be applicable to both the singular and plural thereof.

- a) Addendum (pl: Addenda): A written, or graphic instrument issued by the petitioner department, provided to all bidders before the bid opening, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, corrections, recording new instructions made during the Pre-Submittal On-Site Meeting by the Owner's Representative. An Addendum is part of the contract documents when the awarded the Contract. Addendums may also be referenced as "Amendments" to the Bid and Contract Documents.
- b) Owner: The Municipal Government of Barceloneta (MGOB)
- c) Contractor: The selected Proponent or Qualified, Contracted Firm with whom a contract will be entered into with the MGOB. Refer to "Bidder" definition.
- d) Request for Proposal or RFP: This document. The RFP describes the project, its goals, and the organization that is sponsoring it and outlines the bid, bidding process, and contract terms.
- e) Services: The Scope of Work or the tasks to be performed by the winning bidder and the timeline for finishing the work. In summary, repair and construct the requested items per the terms of the scope of work, bidding documents, and contract on the project site.
- f) Site Inspection: Regular checks of a jobsite and the work taking place to verify that the work performed complies with the Owner's requirements and applicable laws, regulations, codes, and standards.
- g) Best value - Shall be the Proponent or proposal that represents the greatest benefit for the Government of Puerto Rico; the Proponent or proposal of the Proponent or proponent that best meets the requirements established in the cost form sheet or the bid or proposal packet and in which it is established that the Proponent or proponent offers the best good or service, or that has the capacity of efficiently carrying out the work, upon considering all the criteria, namely: inspection, tests, quality, delivery, suitability for a particular objective, guarantees of the good or service and the terms under which such guarantees would be provided, life cycle of the good to be acquired, discounts, economic impact in terms of creation of jobs and fiscal impact on the Government of Puerto Rico. The following elements shall also be considered as part of the best value: the conditions and limitation of the guarantees of parts and services of the product or service offered, as well as the time and place in which such guarantees are honored and executed and the fiscal impact of the product. The criteria that shall affect the price of the offer and that shall be considered in the evaluation for the award shall be objectively measurable, and the discounts, the transportation costs both in its original delivery as to execute its guarantees, and the cost of disposal of the equipment once its shelf life or lifetime ends, among other criteria. The best value shall not necessarily be the offer or proposal that presents the lowest cost or price.
- h) Bid Due Date or Proposal Submittal Deadline: Date and time on which proposals must be received as specified and detailed in the Invitation for Bid/Bid Announcement.
- i) Bid Form or Cost Proposal Form: is the standard printed form used in a competitive bid provided to the bidders so that they may submit the cost and pricing information required for the bid.
- j) Bid Response or Proposal Response: All of the documents, (as identified in the RFP Requirements checklist), requested of the Prospective Bidder by the MGOB for which they will be evaluated.
- k) Bidder, Prospective Bidder, Offeror, or Contractor: A party, which submits a Bid to MGOB through GSA's Bidding Process; (as distinct from a sub-bidder, which submits a bid to a Prospective Bidder).
- l) Breakdown (Price Breakdown): Total cost of a Bid separated into its elements and listed under suitable heads such as (site works, architectural works, general construction works, equipment, etc.)
- m) Formal Bid: A request for offers issued via a Public Announcement to the general public or invitation to bidders properly qualified and registered to (a) sell goods to the responsible bidder or (ii) acquire goods from the

- responsible bidder or (iii) contract supplies or services with the responsible bidder, as long as they comply with all required specifications, Special Conditions, General Conditions, and any Supplementary Conditions.
- n) 406 Hazard Mitigation Program Opportunities (HMP): FEMA recognizes that after a disaster declaration, the best way to improve the resiliency of an eligible damage from future disaster event is during the recovery period. Section 406 Mitigation Measures performed during the recovery works are meant to improve the resiliency of a facility addressing risk mitigation measures for the eligible damages. This Project may contain such mitigation measures and would be incorporated in a separate mitigation scope of work including any additional opportunities identified by the MGOB for their implementation. Services and prices related to Section 406 Mitigation Measures will be clearly labeled and included in the Bid Form.
 - o) Owner's Representative – A person designated by the Owner to represent the MGOB in all matters related to this procurement process.
 - p) Notice of Award - The written notice issued by the MGOB awarding the Contract to the Successful Bidder.
 - q) Notice to Proceed – The dated document drafted by the MGOB which authorizes the Selected Contractor to proceed with work once the agreement or Contract has been signed with the MGOB.
 - r) Project – the scope of work which includes all the necessary permanent work to repair, restore, or replace a disaster-damaged facility included in the Bidding Documents' Scope of Work.
 - s) Site – Land, building, or areas indicated in the Contract Documents or Bidding Documents as being furnished by MGOB upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by MGOB that are designated for the use of the Contractor. It shall also mean areas for the performance of off-site work, if required in the Contract Documents, Bidding Documents, or required to comply with the appropriate permitting for the Project.
 - t) Successful Bidder or Selected Contractor – The Bidder which complies with the Bid Document's requirements and conditions, which presents the lowest price or even though if it is not the lowest in price, the compliance with Bid Documents, quality, and/or guaranties provided are above the other offers or a benefit to public interest can be justified.
 - u) Unit Price - Is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
 - v) General Conditions: The General Conditions of the Contract for Construction or "General Conditions" provides the terms and conditions under which the Owner, Contractor and its subcontractors, and Architect or Engineer of Record will work together during the building construction process. The Contract Documents, including the General Conditions, record the provisions of the Contract for Construction between the Owner and the Contractor. The other Contract Documents are the Owner-Contractor agreement, Supplementary Conditions, Drawings, Specifications, and any Modifications.

This procurement process fully adopts the "UNIFORM GENERAL CONDITIONS for Public Works Contracts in Puerto Rico" or "Reglamento #7998" dated March 3, 2011.

This document is available in the Government of Puerto Rico State Department website (<https://www.estado.pr.gov/>) under the section Approved Regulations. Be advised, the Project's Contract will include standard and federal provisions. Other requirements, without limitation, are referred to in this procurement process's Bidding Documents.

An electronic copy of the document can be found in the following link.
<http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/7998.pdf>

Project Description

On September 17, 2017, the Commonwealth of Puerto Rico experienced hurricane force winds and heavy rain from Hurricane Maria causing high-velocity flooding, parks, building facilities, washed out roads, bridges and culverts, low water crossings, landslides, mudslides and fallen debris damage to parks, building facilities, ancillary roads, owned, operated, and maintained by the Municipality of Barceloneta.

The Municipal Government of Barceloneta (MGoB) requests the following CONSTRUCTION SERVICES for the referenced Project which consists of the following project:

Damage #171952; Rehabilitación del Centro de Gobierno Municipal located in the Pueblo ward.

The Revitalization of the Centro de Gobierno Municipal Building of the Municipality of Barceloneta is a strategic initiative aimed at restoring the existing structure while meeting the evolving needs of the community. This comprehensive project involves meticulous restoration work to bring the building back to its pre-disaster design size, capacity, and function, in compliance with current codes and standards. Additionally, the project includes the improvements for a better performance of the building.

Through this revitalization effort, the Centro de Gobierno Municipal Building will continue its services for municipality citizens.

Sequence of Scope of Work

1) Mobilization to the work site

Arrival of the contractor to the project, with its employees, machinery, and equipment. Installation of the project funding sign and required construction project sign, the office trailer, and/or the storage shelter, as applicable. Install work personnel and public safety measures.

2) Implement safety and security measures, including traffic control devices installation, in the work zone, to maintain and protect traffic.

The Contractor shall install all traffic control devices and implement safety measures on the work zone area to maintain and protect traffic, protect workers, and maintain traffic always moving in a safe way. Contractor will follow and comply with MOT requirements as set forth on PRHTA Standards Specifications, PRHTA Standard Drawings and MUTCD current edition, if required. Refer to the Department of Transportation and Public Works website for reference details and specifications. <https://act.dtop.pr.gov/>. Also pursue site logistics plan provided for tenants relocation.

3) Implement all required environmental measures as applicable by codes and standards.

The Contractor shall install all required environmental measures including but not limited to protection of stormwater drains, Trackout Control Devices, or any other applicable measure to ensure compliance with all environmental State and Federal Applicable Laws, Regulations, Policies, codes, and standards. Trackout is dirt, mud, or other debris tracked onto a paved public roadway by a vehicle leaving a construction site. Dirt and mud is adhered to the tires of the vehicle leaving the construction site, which then deposits the dirt, mud, and other debris onto the street, highway, or roadway. Trackout is also a particulate matter (PM10) and is regulated as an air pollutant.

4) Construct proposed works.

(Refer to Bid Set & Technical Specifications).

5) Final Cleaning up and Demobilization

Perform final cleaning up of the site, perform equipment and material removal, have utilities disconnected, close the project office and vendor accounts, and phase out project staff. The disposal of all generated debris on site must be realized in accordance with the applicable regulations and compliant with all applicable permits and disposed of in the applicable landfill.

6) Completion and delivery of the project. Cleaning of the project area, collection of equipment and other materials, mobilization of machinery.

Collection of temporary signage, temporary concrete barriers and the drums. This clean-up work shall be considered necessary for the satisfactory completion of the project and shall be a subsidiary obligation of the Contractor under other contract items and no direct payment will be made thereof. Provide copies of all documentation required by the MGOB compiled during the duration of the project related to all day-to-day operations, truck load tickets, permitting, and related permitting as necessary.

Details and Specifications

Refer to the following documents for additional references described in the Scope of Works:

- Technical Specifications_
- Issued for Bid Drawings

Reference Documents

Refer to the following documents for additional references:

- FEMA 4339 - ROTULO 2025_10_30_2025 Barceloneta
- RFP Evaluation Criteria

RFP Requirements

Proposal Response Requirements:

The Proposal Response must address the requirements in a clear and concise manner in the order stated herein. Proposals that do not adhere to the following format or include the requested information or documents may be considered incomplete and therefore unresponsive by the Municipality of Barceloneta. The Municipality of Barceloneta reserves the right to seek additional/supplemental information on specific issues as needed.

A prospective Proposer's response to this RFP must include the following information:

1. **RFP Response Cover Letter:** A Request for Proposal (RFP) response cover letter is simply a letter included at the beginning of your proposal that explains why the Proponent is bidding and how the Proponent solves the problem the Owner is facing. The letter is required to include:
 - a. **Executive Summary:** Provide in brief, concise terms, a summary level description of the contents of the proposal, the company, and its capabilities. The Proposer shall supply sufficient information that the Proposer is familiar with all of the work as well as management of these activities and workforce. The summary must be limited to a maximum of two pages.
 - b. **Personnel:** Provide the names of the person(s) who will be authorized to make representations for the Proposer, as well as to answer questions or provide clarification concerning the firm's proposal, their title(s), address (es), and telephone and fax number(s) and email address (es).
 - c. **Experience and Ability:** Provide the pertinent information needed to determine the Proposer's experience and ability to perform the anticipated work.
 - d. **Past Performance:** Provide a list of relevant projects completed within the past ten years. Include any pertinent information needed to determine the Proposer's past performance regarding this/these projects.
 - e. **References:** Provide at least three (3) references for contracts of a similar size and scope, including at least two references for current contracts or those awarded during the past five years if available. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person and provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.
2. **Company Profile, (if available):** A company profile is a written introduction to a company that tells the reader about its activities, mission, goals, and strengths. Often, a company profile includes the story of the company's founding and describes its products or services.
3. **Signed copy of 'DECLARACION JURADA' Document:** Included with this document.
4. **Signed Copy of 'CERTIFICACIONES' Document** Included with this document.
5. **Copy of Merchant Registration Certificate:** Copia del Certificado de Registro de Comerciantes (SURI) y si es agente retenedor, incluir las formas: Forma del IVU (forma SC 2942) sobre la radicación de planillas y (forma SC 6096) estatus de deuda.
6. **Copy of SAM.GOV Membership:** The Proponent must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission.
7. **Copy of RUL Membership:** The Proponent must also provide a valid *Registro Unico de Licitadores* or 'RUL' Number from the General Services Administration (*Administración de Servicios Generales*). If not register, must provide instead:
 - i. Copy of certification of no debt from the Department of Revenue (or evidence of current payment plan) **(issued no more than 30 days as of the date of the Auction).**
 - ii. Copy of certification of filing of the last (5) Income Tax returns from the Department of the Treasury. **(issued no more than 30 days to the date of the Auction).**

- iii. Copy of certification of no debt from the C.R.I.M. Real and Personal Property (or evidence of the current payment plan) (**issued no more than 30 days as of the date of the Auction**).
 - iv. Certification of *Good Standing* from the Department of Treasury (**issued no more than 30 days from the date of the Auction**) if applicable.
 - v. Certification of no debt with ASUMI (or have evidence of the current payment plan) (Applies to Individual, Non-Employers) (**current within 30 days of certification**)
 - vi. Certification of compliance with payroll deduction for employees obliged to pay ASUMI (Applies to employer, not individuals) (**effective within 30 days of certification**)
 - vii. Certification of no debt from the Department of Labor (or evidence of current payment plan) (**issued no more than 30 days as of the date of the Auction**) if applicable.
 - viii. Copy of the Merchant Registration Certificate (SURI)
 - A. If you are a withholding agent, you must also include the following forms: certification of filing of IVU returns and certification of IVU debt
8. **Signed and Completed Cost Proposal Form:** The Proponent must provide their cost proposal using the included form.

Proposal Response Submittal Requirements:

Proposals must be submitted to the MGOB in the following manner:

- One (1) single, sealed envelope containing the required documents by the Proponent addressed and delivered to:
 - Attn. Secretaría Municipal – Junta de Subastas
 - Rehabilitation of Municipal Government Center
 - Services Proposal
 - RFP No. 4 2026-2027
 - #35 Georgetti St 2nd Floor City Hall
 - Municipal Secretary Office
 - Barceloneta, Puerto Rico 00617
- Only one (1) Physical Copy of the Proposal will be accepted.
- Proposals shall be submitted no later than the date and time specified in the RFP.
- No Proposals or modifications to proposals will be submitted or accepted via electronic copy or email by the Municipal Government of Barceloneta.
- Late proposals will not be accepted.
- Failure to comply with this or any other provision of this RFP shall be sufficient reason for rejection of the proposal.

Proposal Evaluation Criteria and Selection:

The MGOB will use the Evaluation Criteria below to determine if a firm is qualified to provide the services based on the content of their submission.

Criteria	Relative Weight
Capability to Provide Services	35%
RFP Response Cover Letter	
Company Profile	
Comparable Projects	35%
Past Projects	
References	
Cost Proposal	30%
Total:	100%

Right of Waiver, Rejection, and Acceptance

The Municipal Government of Barceloneta reserves the right to:

- Waive any informality in any proposal.
- Reject any or all proposals in whole or in part, with or without cause and/or
- Accept the proposal that in its judgment will be in the best interest of the Municipality.

Questions or Inquiries

Each prospective Proponent may submit questions as to the intent of clarity of this RFP, its attachments, its Exhibits, Forms, and its Addenda. Proponents shall submit all questions in writing before the deadline established in the RFP Schedule of this RFP to the electronic mail: juntasubastas@barceloneta.pr.gov, unless specified otherwise. No other form of communication is accepted for the submittal of questions.

Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other documents related to the question. Questions may be submitted in English or Spanish. Responses to all Proponents' questions will be distributed as an Addendum to this RFP on or before the date established in the RFP Schedule. If this RFP is amended, the Municipality will issue an appropriate addendum to the RFP. If any addendum were issued, all terms and conditions that are not specifically modified shall remain unchanged.

Questions & Answers

1. Does the scope include only the areas identified as "FEMA Approved Scope of Work" in the plans?
The Scope includes FEMA's Scope of Work and other needs that the City has in the Building
2. Are there additional areas outside of those marked on plans that should be included in the proposal?
All the work to be carried out is within the plans.
3. Will there be phased work due to continued operation of the building?
We understand that it is.
4. Will the building remain occupied during construction?
Yes
5. Are there any time restrictions for the execution of noisy or invasive work?
Yes, they will be established during performance

6. Will there be coordination required with government agencies occupying the building?

Yes

7. Is there an updated structural report of the building?

No

8. Was the presence of asbestos, lead paint or other hazardous materials identified?

No

9. Who will bear the costs of environmental remediation if hidden conditions appear?

If necessary, it will be addressed through amendments to the contract.

10. Were the amounts reflected in plans recently verified?

The designer made his assessment.

11. Will full access be provided to all work areas?

No

12. Have the permits already been processed or will they be the responsibility of the contractor?

According to design RFPs are designer requirements

13. Who will assume the costs of applicable permits and taxes?

From the contractor

14. Will Davis Bacon and certified payroll apply to this FEMA project?

Yes

15. Will equivalent materials or approved substitutions be accepted?

Yes

16. How will unforeseen conditions be handled?

If related work is necessary, it will be worked on as amendments to the contract

17. Will there be an approved contingency for scope changes?

Yes

18. Where will the staging and material storage area be located?

They must be coordinated on site in conjunction with the Municipality.

19. Will there be restrictions on access for heavy equipment or deliveries?

Yes

20. Who will provide temporary utilities (water and electricity)?

It must be the contractor or if the Municipality approves it allow them to use the profits of the facility.

21. Are there any restricted areas or special security requirements?

Yes

22. Will digital and/or printed as-built drawings be required?

Yes, digital and printed.

Contract and General Requirements

Contract

The Selected Proposer shall enter into a Contract with the Municipal Government of Barceloneta for the Services. The Contract will include standard and federal provisions. Other requirements, without limitation, are referred to below.

Proponent

The Proponent is not an employee of MGOB. It is understood that the selected Proponent will not be considered in any manner as an employee of MGOB, but solely as an independent Contractor. MGOB will not, under any circumstances, be liable to the proponents or consultants(s) or any person or persons acting for or under it for any death, injury, or property damage received or claimed, unless such liability arises by virtue of negligence by MGOB, their respective officers, agents, or employees.

Indemnification and Hold-Harmless

The Proponent shall relieve the MGOB, the MGOB Representatives, and other related agencies and public corporations, its directors, officers, employees, agents, representatives, assignees, and the Government of Puerto Rico, from any responsibility and for all losses, causes of action, claims, property and personal damages, liabilities and expenses (including attorney's fees) arising as a consequence of, or related to negligent actions or fault of the proponent or consultant in the performance of its obligations under this RFP.

Any staff hired by the Proponent to carry out its obligations under the resulting Agreement for the services requested by this RFP shall be under the jurisdiction and legal responsibility of the Proponent, who shall assume all of the risks, costs and responsibilities for their actions, supervision, compensation, and discounts required by law. If any acts or situation of harm to third parties arise, Proponent expressly relieves the MGOB and the Government of Puerto Rico from any claim, lawsuit, suit, or proceedings that arises or may arise in relation thereto.

If the Proponent should subcontract all or any portion of the work to be performed under the resultant agreement, the Proponent shall require each Sub-Consultant to indemnify, hold harmless and defend the MGOB, its Board, officers, officials, employees, representatives, and agents in accordance with the terms of the preceding paragraphs.

It is prohibited to assign or sub-contract the whole or any portion of the Work without the MGOB's prior consent in writing. This requirement will be strictly applied and any disregard of it by the Proponent will be treated as a ground for immediate termination of the contract without prejudice to any other remedies and/or indemnifications.

Penalties

In the event, the selected Proponent is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the contract, the MGOB may impose sanctions against the selected Proponent for any default. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).

If the Selected Proponent fails to comply with federal statutes, regulations or the terms and conditions of the contact, the MGOB may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Selected Proponent.
- Disallow all or part of the cost of the activity or action not in compliance.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

Liquidated Damages

Selected Proponent(s) will be subject to liquidated damages as related to their timeframes of performance. The MGOB and the Proponent will agree on the timetable for the deliverable of each task.

Registration

- The Proponent must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission. Prior to awarding a contract, the MGOB must obtain the Proponent's clearance. To obtain clearance, the MGOB will search <https://www.sam.gov/> to verify whether the Proponent is not debarred.
- The Proponent must also provide a valid *Registro Unico de Licitadores* or 'RUL' Number from the General Services Administration (*Administración de Servicios Generales*).
- The Proponent must provide evidence of compliance with Law 173 of 1988, as amended, if applicable.

Evidence of Insurance.

Concurrently with the execution of this contract, the selected proponent shall deliver to MGOB original policies (or renewals or extensions of the insurance afforded thereby) or duplicates thereof, or binders evidencing such insurance, or endorsed certificates thereof, in form and content reasonably satisfactory to MGOB, including, without limitation, a certification that the full amount of insurance required herein will continually be available to MGOB, and that the specific coverage requested is not contributory nor in excess over any other valid and collectible insurance, together with the receipts satisfactory to MGOB evidencing payment of the current premiums therefore.

Insurance requirements are for reference to the MGOB and do not affect the selection, scoring or evaluation criteria, or award of this RFP. But, to clarify, The Contractor shall procure, pay for, and maintain for the duration of the contract, including any extensions, the insurance coverages against claims for injuries to persons or damages to property which may arise from or connection with the performance of the work and the results of that work by the Contractor, its subcontractors, or by the employees, officers, directors, or agents of the Contractor.

Insurance will be required and shall be evidenced by delivery to the Municipal Government of Barceloneta, prior to commencing work, of (i) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the MGOB, and listing all carriers issuing said policies; and (ii) upon the Municipal Government of Barceloneta may request a certified copy of each policy, including all endorsements, the policy declaration page, and/or other verification of coverage including confirmation from the agent and/or company verifying the coverage is and/or has been continually in effect.

Funding

The RFP and award processes are directly contingent on the availability of funds. If the MGOB does not receive the proper fund allocation, this RFP process will be canceled and terminated without any responsibility whatsoever for the MGOB, COR3, FEMA, and the Government of Puerto Rico for pre-agreement and non-contractual damages.

Additional Procurement Standards

FEMA provides Federal assistance through various financial assistance programs under the authority of various Federal Laws. The MGOB is required to comply with the Code of Federal Regulations Section 2 CFR Part 200 titled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*" published in the Federal Register.

The "Procurement Guidance for Recipients and Subrecipients under 2 CFR Part 200 (Uniform Rules)" and the "*Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) field manual*" are also regulations that the MGOB follows in the presentation of this RFP.

Given that this Project involves funding from FEMA, the FEMA Federal Contract Provisions under Appendix II to Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" will be part of the contract between the MGOB and the contracted firm(s). In addition to these additional procurement standards, the Contractor must comply with all Federal Labor Standards Provisions as required.

The contracted firm(s) must follow and flow down these requirements to all lower-tier Subcontractors that provide any services or work, to the extent required by the terms of the clauses directly servicing the contract or purchase order. Be advised, these general terms and provisions may be updated. It is the sole responsibility of the contracted firm(s) to be aware of any changes hereto, to implement such changes when effective, and to flow such changes down to its subconsultants, if any. In accordance with Federal law and MGOB policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal.

Supporting RFP Documentation

Refer to the following documents for additional supplemental references related to this RFP:

- 'Certificaciones' Form
- 'Declaración Jurada' Sworn Statement
- Cost Proposal Form
- Assembly Building Bid Set
- Technical Specifications



CERTIFICACIONES

(Actualizado 1/1/2023)

CERTIFICO: Que ningún(a) servidor(a) público(a) de este Municipio tiene interés pecuniario en este contrato, compra o transacción comercial y tampoco ha tenido en los últimos 4 años, directa, o indirectamente interés pecuniario en este negocio.

CERTIFICO: Que ningún(a) servidor(a) público(a) me solicitó o aceptó bien alguno de valor económico, vinculados a esta transacción, de persona alguna de mi entidad como pago por realizar los deberes y responsabilidades de su empleo.

CERTIFICO: Que ningún(a) servidor(a) público(a) me solicitó o aceptó, directa o indirectamente, para él(ella), para algún miembro de su unidad familiar, ni para cualquier otra persona, negocio o entidad, bien alguno de valor económico, incluyendo regalos, gratificaciones, préstamos, promesas, donativos, favores, servicios o cualquier otra cosa de valor monetario a cambio de que la actuación de dicho servidor(a) público(a) esté influenciada a favor mío o de mi entidad.

CERTIFICO: Que no tengo relación de parentesco, dentro del cuarto grado de consanguinidad y segundo por afinidad, con ningún(a) servidor(a) público(a) que tenga facultad para influenciar y participar en las decisiones institucionales de este municipio.

CERTIFICO: Que ni la empresa que represento ni yo nos hemos puesto de acuerdo con personas naturales o corporaciones para someter varias ofertas bajo nombres distintos, ni ofertas combinadas.

CERTIFICO: Que conozco y estoy familiarizado con las normas que regulan las subastas con el Gobierno, la Ley de Contabilidad del Estado Libre Asociado de Puerto Rico, la Ley de Arbitrios sobre Artículos de Uso y Consumo y los reglamentos del sistema de compras del Municipio de Barceloneta y me comprometo a cumplir éstos.

CERTIFICO: Que he cumplido con todas las leyes que regulan mi negocio, así como los patronos en Puerto Rico tales como el Departamento de Hacienda, Fondo del Seguro del Estado, Seguro Social, Seguro por Incapacidad no Ocupacional, Seguro Choferil, Ley de Patentes, Ley de Contribuciones sobre Ingresos y estoy al día con todas mis obligaciones relacionadas con éstas.

CERTIFICO: Que reconozco que, aunque sea adjudicada la subasta a mi favor, el Municipio no queda obligado hasta tanto no se formalice mediante la firma de la Orden de Compras.

CERTIFICO: Que el artículo en este renglón está disponible y que la entrega de este será en 30 días o menos, luego de haber recibido la orden de compras.

CERTIFICO: Que conozco el contenido de la Ley Núm. 2 de 4 de enero de 2018, según enmendada y cumplo con la misma.

No he sido convicto o declarado culpable en el foro federal o en cualquier otra jurisdicción de los Estados Unidos, por un término de diez (10) años en convicciones por delitos graves y cinco (5) años en delitos menos graves, en los siguientes delitos:

- (1) apropiación ilegal agravada, en todas sus modalidades;
- (2) extorsión;
- (3) fraude en las construcciones;
- (4) fraude en la ejecución de obras de construcción;
- (5) fraude en la entrega de cosas;
- (6) intervención indebida en los procesos de contratación de subastas o en las operaciones del Gobierno;
- (7) soborno, en todas sus modalidades;
- (8) soborno agravado;
- (9) oferta de soborno;
- (10) influencia indebida;
- (11) delitos contra fondos públicos;
- (12) preparación de escritos falsos;
- (13) presentación de escritos falsos;
- (14) falsificación de documentos;
- (15) posesión y traspaso de documentos falsificados.

Firma del Licitador

Fecha

DECLARACION JURADA

Yo, _____, en mi carácter personal y en representación de _____, con número de seguro social patronal _____, mayor de edad, (estado civil), _____ (posición) _____ y vecino/a de _____, Puerto Rico, bajo el más solemne juramento declaro:

1. Que mi nombre y demás circunstancias personales son las anteriormente expresadas.
2. Que ni el suscribiente, ni la corporación o sociedad especial que represento (si alguna), ni ninguno de los oficiales principales de la misma ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos de América de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos enumerados en la Sección 6.8 de la Ley 8-2017, según enmendada, conocida como “Ley para la Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico”. De conformidad al Artículo 3.3 del Código de Ética de la Ley 2-2018, que impone la obligación a toda persona natural o jurídica que desee participar de la adjudicación de una subasta o del otorgamiento de un contrato con cualquier agencia o instrumentalidad, corporación pública o municipio, de someter una declaración jurada donde informe si ha sido convicto o declarado culpable de los delitos contenidos en la Sección 6.8 de la Ley 8-2017, según enmendada.
3. Por tal razón, certifico que en relación con lo dispuesto en la ley 8-2017, Sección 6.8, Artículo 3. supra, no he sido convicto o declarado culpable de ninguno en el foro estatal o federal de los siguientes delitos: a. Apropiación ilegal agravada; Extorsión; c. Sabotaje de servicios públicos esenciales; d. Falsificación de documentos; e. Fraude; f. Fraude por medio informático; g. Fraude en las construcciones; h. Uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; i. Enriquecimiento ilícito; j. Enriquecimiento ilícito de funcionario público; k. Enriquecimiento injustificado; l. Aprovechamiento ilícito de trabajos o servicios públicos; m. Intervención indebida en las operaciones gubernamentales; n. Negociación incompatible con el ejercicio del cargo público; o. Aprovechamiento ilícito de trabajos o servicios públicos; p. Alteración o mutilación de propiedad; q. Certificaciones falsas; r. Soborno; s. Oferta de soborno; t. Influencia indebida; u. Malversación de fondos públicos; v. Lavado de dinero; o cualquier otro delito según se define en la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, o en cualquier ley que le sustituya.
4. A la fecha en que suscribo esta declaración jurada y por los pasados veinte (20) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta

ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.

5. A la fecha en que suscribo esta declaración jurada y por los pasados ocho (8) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.
6. A la fecha en que suscribo esta declaración jurada y por los pasados diez (10) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la “Ley Orgánica de la Oficina de Ética Gubernamental”; o cualquier otro según dispuesto en la Ley 2-2018.
7. El suscribiente, según sea el caso, se compromete a cumplir con lo dispuesto en el Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
8. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el Código Anticorrupción para el Nuevo Puerto Rico, Título III, Ley 2-2018.
9. Que entiendo y acepto que la convicción o culpabilidad por cualquiera de los delitos enumerados en la citada Ley conlleva, además de cualquier penalidad, la rescisión automática de todos los contratos vigentes a la fecha de tal convicción entre el suscribiente y cualesquiera agencias o instrumentalidades del Gobierno Estatal, Corporaciones Públicas, Municipios, Rama Legislativa o Rama Judicial.
10. Además, hago constar que en este momento no soy, ni la corporación o sociedad especial que represento (si alguna), ni ninguno de los oficiales principales de la misma; objeto de investigación ni procedimiento criminal alguno por hechos relacionados con los delitos enumerados anteriormente. Me comprometo y obligo a informar de inmediato si alguna vez resultara objeto de investigación o procedimiento criminal por hechos relacionados con dichos delitos.
11. Que, además, hago constar que **no tengo**, en mi carácter personal, ni la corporación o sociedad especial que represento (si alguna), litigios en proceso contra ninguna agencia de gobierno.
12. Todo lo declarado es la verdad y nada más que la verdad.

EN TESTIMONIO DE LO CUAL, otorgo esta declaración jurada para cumplir con las disposiciones de la Reglamentación vigente y específicamente aquellas establecidas en virtud de la Ley Núm. 8-2017, y en su consecuencia se cumplimente mi expediente para la contratación con el Municipio de Barceloneta.

Y PARA QUE ASI CONSTE, juro y suscribo la presente ante Notario Público.

En _____, Puerto Rico, hoy ____ de _____ de 20__.

JURAMENTO

Declarante

Affidávit Núm. _____

Jurada y suscrita ante mí por _____, de las circunstancias personales antes indicadas, y a quien he identificado mediante _____.

Hoy, en _____, Puerto Rico, a ____ de _____ de 20__.

NOTARIO PÚBLICO

COST PROPOSAL FORM

The Proponent will perform all of the work described in the RFP and comply with all its requirements as part of the Services. The Contractor will be compensated upon completion of the Work in accordance with the Municipality of Barceloneta's billing and payment policy.

REQUEST FOR PROPOSAL (RFP)

SUBASTA (RFP) NÚM: 4 SERIE: 2026-2027

Rehabilitación de Centro de Gobierno Municipal

Carr 140 Urb. Cataluña, Barceloneta, Puerto Rico 00617

Construction Time: 12 months

Construction Sqft: Approximately 22,000 with parking lot for approximately 120 spaces

ACTIVITY BY DIVISION	TOTAL COST
Div-01 General Conditions	\$
Mobilization	
Equipment	
Mobilization, Demobilization & Punch List - Final	
Div-02 Site Construction	\$
Earth Movement, Site Work and Demolition	
Removal and Disposal - building damage	
Removal and Disposal - debris	
Div-03 Concrete	\$
Cast-In-Place-Concrete -Footings, Floors, Walls and Roof	
Div-04 Masonry	\$
Masonry works	
Div-05 Metals	\$
Entrance rolling gate	
Architectural fences	
Div-06 Architecture Woodworks	\$
Kitchen & bathroom cabinets	
Div-07 Thermal and Moisture Protection	\$
Protection Works	
Div-08 Doors and Windows	\$
Doors and Hardware	
Windows and Hardware	
Div-09 Finishes	\$
Tiles	
GB walls and ceiling	
Painting works	
Wall finishing	
Div-10 Specialties	
Landscapping	\$
Div-11 Equipment	
Div-12 Furnishings	\$

Div-13 Special Construction	\$
Div-14 Conveying Systems	\$
Div-15 Mechanical	\$
Plumbing And Mechanical Works	
Fire Suppression	
Div-16 Electrical	\$
Electrical Works	
SUB-TOTAL	\$
CONSTRUCTION COST	
SOFT COST	
TOTAL PROJECT COST	\$

The Proponent proposes to perform all the work described herein for the amount of:

(PROPONENT'S TOTAL PROPOSAL COST amount written in words)

It is understood that the above prices are for the entire work as required by the RFP and that the prices include all labor, equipment, materials, permits, incidental work, overhead, profit, insurance, etc. to cover the finished work as required by the RFP.

All Bidders must consider and include in their Bid Proposal the cost of Municipal Patents (Patente Municipal) and the cost of Municipal Taxes (Arbitrios de Construcción Municipal) as well as the payment of tariffs and cancellation of stamps related to Construction Works, whenever applicable. **All required permits, whether municipal, state, or federal, will be the responsibility of the Contractor.** The costs related to these permits are incidental and must be included as part of the costs demonstrated in the Bidder's Proposal.

(Signature of the PROPONENT'S Authorized Contact Person)

Date

End of Document