

# REQUEST FOR PROPOSAL (RFP)

NUMBER: AFI-BP-14-10-AAPP

School Modernization Project Phase II

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL**  
Municipality of Caguas, Puerto Rico

INSTRUCTIONS TO PROPONENTS



Issued Date: December 23, 2013

## **DISCLAIMER**

The information contained in this Request for Proposal (the "RFP") or subsequently provided to Proponents, whether verbal, written or in any other form, by or on behalf of the Puerto Rico Public-Private Partnership Authority (the "Authority"), the Partnership Committee (the "PPP Committee"), and the Puerto Rico Infrastructure Financing Authority ("PRIFA") or any of their employees or advisors, is provided to the Proponents on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority, the PPP Committee, or PRIFA to the prospective Proponents or any other person. The purpose of this RFP is to provide the interested invited parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority, the PPP Committee, and PRIFA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Proponent may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, the PPP Committee, and PRIFA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Proponent should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP is on a wide range of matters, some of which depends upon interpretations of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority, the PPP Committee and PRIFA accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, the PPP Committee, and PRIFA, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Proponent under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed be form part of this RFP or arising in any way in this Process.

The Authority, the PPP Committee, and PRIFA also accept no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Proponent upon the statements contained in this RFP.

The Authority, the PPP Committee, and PRIFA may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that PRIFA is bound to select a Proponent or to appoint the Selected Proponent, as the case may be, for the Project and PRIFA reserves the right to reject all or any of the Proposals without assigning any reason whatsoever and incurring no responsibility.

The Proponents shall bear all its costs associated with or relating to the preparation and submission of their Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PRIFA or any other costs incurred in connection with or relating to their Proposal. All such costs and expenses will remain with the Proponent and PRIFA shall not be liable

in any manner whatsoever for the same or for any other costs or other expenses incurred by a Proposer in preparation or submission of the Proposal, regardless of the conduct or outcome of the Proposal.

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## INSTRUCTIONS TO PROPONENTS

### 1. INTRODUCTION

The Puerto Rico Public-Private Partnerships Authority (the "Authority"), requested the Puerto Rico Infrastructure Financing Authority ("PRIFA"), to assist in the execution of the Construction and Infrastructure Conservation Services School Modernization Project Phase II "Escuelas de Primera" (the "Program"). Through the Program, the Authority intends to build, rehabilitate and maintain several schools with the ultimate goal of improving academic performance and foster community integration into the public education system.

On September 20, 2013, the Authority issued the Request for Qualification RFQ No. AFI-BP-14-15-AAPP for the procurement of Statements of Qualifications (SOQs) of individuals, companies, joint ventures or consortia interested in providing construction and conservation services. Now, a Request for Proposal ("RFP") is issued to Proponents who were qualified by the Public-Private Partnership Committee (the "PPP Committee") based on their SOQ submitted on October 8, 2013.

This Request for Proposals (the "RFP") seeks to award a PPP Contract in connection with the Rehabilitation of an old historic structure as well as a one (1) year of Conservation period for the **José Gautier Benitez High School**, located in the Municipality of Caguas, Puerto Rico. This structure is one of four buildings designated by the State Historic Preservation Office (SHPO) as a historical monument in the Town Center of the Municipality of Caguas. Therefore the proposed improvements must be performed in accordance with the requirements established by the Institute of Puerto Rican Culture and SHPO, in order to maintain the building's status as a Historic Monument. Particularly, proponents will be required to submit a Proposal for the rehabilitation of the School in accordance with the design and repair specifications provided by the Authority, as part of this RFP; and will also be required to implement a one (1) year Infrastructure Conservation Program in accordance with the guidelines provided.

#### 1.1. Proponents

The PPP Committee for the Program has the obligations and prerogatives which are stated in Section 3 of the "Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Public-Private Partnership Contracts Under Act No. 29 of June 8, 2009" (the "Regulation") adopted on December 19, 2009 and Article 8 (b) of Law No. 29 of June 8, 2009 (the "Act"). Proponents must review the Regulation, which available for download on the Authority's website: <http://www.p3.gov.pr>.

Proponents must comply with the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the "**Ethics Guidelines**"). Proponents should review the Ethics Guidelines, which are available for download on the Authority's website: <http://www.p3.gov.pr>.

#### 1.2. Public-Private Partnerships and PPP Committee

- 1.2.1. For each proposed PPP, the Authority shall create a Committee to oversee the PPP qualification, evaluation and selection processes; to establish the terms and conditions of the PPP Contract; and to prepare a report of the procedures followed.

- 1.2.2. The Committee may, at its sole discretion, delegate in any subcommittee, including specialized consultants, the responsibility to evaluate the proposals and submit an evaluation report to the Committee, which may be accepted, modified or rejected; in whole or in part and it may or may not base its decision on said report.
- 1.2.3. This procurement is being implemented in accordance with the Act and the Regulation, and Proponents are required to comply with the requirements. If there is any conflict between the requirements of this RFP and the Act or Regulation, the Act and the Regulation issued pursuant to it shall take precedence, including the judicial review process.
- 1.2.4. Conditions for disqualifications - Proponents must review Section 6 of the Regulation which shows the conditions that may constitute grounds for disqualification of a Proponent. Proponents must review the Regulation carefully as a prequalified proposer may be subsequently disqualified during the evaluation of the RFP.

### 1.3. Restricted Parties

- 1.3.1. Restricted Parties, their respective directors, officers, partners, employees, and Affiliates are not eligible to participate as a Proponent or as a Proponent Team Member, or advise any Proponent or Proponent Team Member, directly or indirectly, or participate in any way as an employee, advisor, and consultant or otherwise in connection with any Proponent. Each Proponent will ensure that neither the Proponent nor any Proponent Team Member uses, consults, includes, or seeks advice from any Restricted Party. The following Restricted Parties have been identified for the Project:
  - 1.3.1.1. Pietrantoní Méndez & Álvarez, LLP
  - 1.3.1.2. Hage Consulting Group, PSC
  - 1.3.1.3. Bufete Luis A. Rivera Cabrera, PSC
  - 1.3.1.4. Suárez Nieves, PSC
  - 1.3.1.5. Fournier: Arquitectura, C.S.P.
  - 1.3.1.6. OPQ Architects, PSC
  - 1.3.1.7. Or any subsidiary of the above mentioned companies
- 1.3.2. Any Person serving as a consultant to a Restricted Party that wishes to participate in this procurement as a Proponent or on a Proponent Team must disclose the nature and extent of his or her scope of work for the Restricted Party as well as under the proposed Proponent Team which will submit a Proposal.
- 1.3.3. The Authority may expand the list of Restricted Parties through addenda.

#### 1.4. Applicability of Davis-Bacon Act

- 1.4.1. Proponents should note that the Project is funded in whole or in part with funds obtained through certain tax-credit bonds authorized under the American Recovery and Reinvestment Act of 2009 (ARRA). Such funding requires that the PPP Contracts, expected to be entered into by successful Proponents, include provisions requiring the Contractors to comply with the prevailing wage requirements of the Davis-Bacon Act (Title 40, Chapter 31, Subchapter IV of the United States Code) (the "DBA"). The PPP Contracts will include provisions relating to the applicability of and compliance with the DBA, as set forth in 29 CFR Part 5.5. See Article 16 – Compliance with Davis Bacon Act, of the PPP Contract included as Attachment A of this RFP.
- 1.4.2. Accordingly, each Proponent should familiarize itself with the requirements of the DBA, 29 CFR Part 5.5 and said Article 16. Each Proponent will be required to certify in its Proposal that it has reviewed these requirements and, if it is selected as a successful Contractor, it can and will comply with the requirements of the DBA in undertaking the Project.
- 1.4.3. Under the provisions of the DBA, contractors and their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. For information regarding the prevailing wages and fringe benefits in Puerto Rico please refer to the following site <http://www.wdol.gov/dba.aspx#0>. See, Contract Exhibits, attached to the Build and Conservation Agreement included in this RFP. Please note that if the applicable Wage Determination is updated or changed by the U.S. Department of Labor prior to the Proposal due date, the Authority will so notify Proponents through the issuance of an Addendum to the RFP.

## 2. DEFINITION OF TERMS

Some of the terms used in these **Instructions to Proponents** are defined in the document entitled "Uniform General Conditions" which is part of the Contract Documents attached herein. Certain additional terms shall have the respective meanings indicated below which shall be applicable to both the singular and plural thereof.

- 2.1. **Addendum** (pl: Addenda) - A written or graphic instrument issued by the PPP Committee or the Architect/Engineer, the Authority or their authorized representatives before the execution of the Construction Contract that modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
- 2.2. **Authority** - The Puerto Rico Public-Private Partnerships Authority (or PPPA)
- 2.3. **Authorized Representative** – Person authorized to represent and bind the Proponent or the Authority or PRIFA respectively in matters relating to the Request for Proposal, the Proposal, and the Contract.
- 2.4. **Breakdown (Price Breakdown)** - Total cost of a Proposal separated into its elements and listed under descriptive headings such as: (site works, civil works, architectural works, etc.)



- 2.5. **Contractor Breakdown** - Total Cost of the Proposal divided by each of the items included in the Price Breakdown.
- 2.6. **Instructions to Proponents** - A set of instructions which are part of the Proposal Documents issued by PRIFA for the Request for Proposals.
- 2.7. **Must or Shall** - when the RFP specifies that a Proponent "must" or "shall" do or submit anything, it means that failure to do so will result in the proposal being rejected whether at the time of submittal or during the subsequent evaluation.
- 2.8. **Notice of Acceptance** – the written certificate of acceptance of the Project by the Department of Education's representatives.
- 2.9. **Notice of Award** - The written notice issued by PRIFA, the Authority and/or the PPP Committee to the Successful Bidder awarding the Contract.
- 2.10. **PPP Committee** – committee created by the Authority, which has the obligations and prerogatives which are stated in Section 3 of the "Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Public-Private Partnership Contracts Under Act No. 29 of June 8, 2009" (the Regulation) adopted on December 19, 2009 and Article 8 (b) of law No. 29 of June 8, 2009 (the Act).
- 2.11. **PRIFA** – the Puerto Rico Infrastructure Financing Authority [created and organized in accordance with Law Number 44 of June 21, 1988, as amended. Headquarters located at 268 Muñoz Rivera Avenue, World Plaza, Fourth Floor, Suite 400, Hato Rey, Puerto Rico.
- 2.12. **Proposal** - is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents. The term Proposal, as herein defined, is also in agreement with Proposal, Quotation or Bid definition included on PRIFA's Regulations for Procurement, Reg. No. 5853.
  - 2.12.1. **Base Proposal Cost** - Is the sum stated in the Proposal for which the Proponents offer to perform the Work described in the Proposal Documents, to which work may be added or from which Work may be deleted for sums stated in Alternate Bids.
  - 2.12.2. **Alternate Bid** - (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.
  - 2.12.3. **Alternative Offer** – is an the alternative lump sum amount and proposed time to be stated in the Proposal Form Exhibit A-1 for which the Proponents offer to perform the Work described in the Proposal Documents as a substitute or alternative offer to the Base Proposal Cost.
- 2.13. **Proposal Documents** – Collectively, this RFP, the Exhibits hereto attached (including, without limitation, the Proposal Form and the Statement of Proponent), and the Contract Documents (including, without limitation, the General Conditions). These documents can be provided in an electronic media format of text, data, graphics, and the like.

- 2.14. **Proposal Due Date** – Date in which proponents must submit the proposal, as stated in Section 6.
- 2.15. **Proposal Form** - Document to be complimented by the proposer, which includes the Proposer's offer, attached hereto as **Exhibit A**; and the Proponent's alternative offer, attached hereto as **Exhibit A-1** (Optional).
- 2.16. **Proposal** – the package or packages submitted as a response to this RFP in the precise manner and form described herewith.
- 2.17. **Proposer or Proponent** - a person or team that submits a Proposal in response to the RFP. As a previously Qualified Proponent, no changes of the legal form or structure is allowed in the Proposal.
- 2.18. **PPPA** – the Public-Private Partnerships Authority
- 2.19. **RFP** – this Request for Proposal and non-other.
- 2.20. **Regulations** - PPPA's "**Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Public-Private Partnership Contracts under Act 29 of June 8, 2009**" (the "Regulation") adopted on December 19, 2009 and Article 8 (b) of Law No. 29 of June 8, 2009 (the "Act").
- 2.21. **Statement of the Proponent** - The Document entitled "Statement of Proponents" attached hereto as **Exhibit B**.
- 2.22. **Successful Proponent** - The "Best Value" Proposal to which the Contract is awarded.

### 3. SCOPE OF WORK

- 3.1. Proponents will be required to submit a Proposal for the construction of a school, in accordance with the design and repair specifications provided by the Authority, as part of the RFP; and will also be required to implement a one (1) year Infrastructure Conservation Program. Maintenance services must be provided in accordance with the Conservation Program included in the RFP documents. The Proponent must familiarize with these guidelines, since the conservation program is a cost line item in the Proposal Form. For detailed scope of work refer to **Exhibit H**.

### 4. PROPONENT'S REPRESENTATION

By submitting a Proposal, the Proponents represent that:

- 4.1. The Proponent has read and understood the RFP Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted; and for other portions of the Project, if any, to be bid concurrently or presently under construction.
- 4.2. The Proposal is made in compliance with the RFP Documents.

- 4.3. The Proponent has visited the site, became familiar with local conditions under which the Work is to be performed and has correlated the Proponent's personal observations with the requirements of the proposed Contract Documents.
- 4.4. The Proposal is based upon the materials, equipment, and systems required by the RFP Documents, without exception.

## 5. RFP DOCUMENTS ACQUISITION

- 5.1. The RFP Package or Complete sets of the Proposal Documents may be obtained by prospective proponents at PRIFA's Offices, for the sum of **\$100.00** per Project and per Proponent.
- 5.2. Complete sets of Proposal Documents must be used in the preparation of a Proposal. Neither PRIFA, the Authority nor their representatives assume any responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 5.3. The Authority and/or PRIFA are using the Proposal Documents for the sole purpose of requesting Proposals; and do not confer or grant a license or any other right in or with respect to the Proposal Documents for any other purpose.

## 6. SCHEDULE

- 6.1. A summary schedule of major activities associated with this RFP is presented on the following Table. Dates and activities are subject to change and may be revised through the issuance of an Addendum.

TABLE 1	
Activity	Schedule
Proponents Notification	December 18, 2013
RFP Documents Availability	December 23, 2013 to December 30, 2013
Mandatory Pre-Bid Meeting	December 30, 2013 at 10:00 a.m.
Mandatory Site Visit Meeting	December 30, 2013 at 2:00 p.m.
RFP Questions Due Date	January 10, 2014 until 3:00 p.m.
PRIFA Questions Response Due Date	January 16, 2014
Proposals Due Date	January 26, 2014 until 2:00 p.m.

## 7. CORRESPONDENCE AND COMMUNICATIONS

- 7.1. Inquiries and communications regarding the RFP must be submitted by the Proponents to PRIFA in writing; and through electronic mail (email) to the address described below:
  - 7.1.1. Electronic mail to: **Departamento de Subastas** – [subastas@afi.gobierno.pr](mailto:subastas@afi.gobierno.pr)

- 7.2. All inquiries and correspondence regarding the RFP should include the following "subject": **AFI-BP-14-10-AAPP and the SPECIFIC TOPIC OF COMMUNICATION** and use the format included in **Exhibit J**.
- 7.3. Any violation of this rule, regarding communications, may be grounds for the rejection of an RFP at any time.
- 7.4. Forbidden Communications:
  - 7.4.1. The Authority and PRIFA are committed to a fair competitive process. Thus, all communications regarding this RFP will be made in accordance with **Section 7**. No Proponent, agent, contractor, attorney, or anyone acting on behalf of the Proponent will initiate or attempt any other communication related to this RFP with the PPP Committee, the Authority, PRIFA, their representatives or any other proponent.
  - 7.4.2. Any violation of the restriction imposed in this Section at any time may constitute grounds for disqualification.

## 8. EXAMINATION OF RFP DOCUMENTS AND SITE

- 8.1. It is the responsibility of the Proponent before submitting a Proposal:
  - 8.1.1. To examine thoroughly the RFP, other related data, and any issued Addenda;
  - 8.1.2. To consider applicable laws that may affect cost, progress, performance or furnishing of the Project within the required Project Schedule.
  - 8.1.3. To study and carefully correlate Proponent's knowledge and observations with the Proposal Documents and such other related data.
  - 8.1.4. To notify the PPP Committee in writing, within 24 hours of the receipt of these documents, of any conflicts, errors, ambiguities, or discrepancies that Proponent may become aware of within the Proposal Documents, related data, and issued Addenda.
  - 8.1.5. To obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground utilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Proponent and safety precautions and programs incident thereto, or which Proponent deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 8.2. Information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the Site is based upon information and data furnished to PRIFA, the Authority and/or their Representatives by the owners of such underground utilities or others. PRIFA, the Authority and their Representatives do not assume responsibility for the

accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents. The General Conditions state the provisions concerning responsibilities for the adequacy of data furnished to prospective Proponents with respect to subsurface conditions, other physical conditions and underground utilities, and possible changes in the Contract Documents due to differing or unanticipated conditions.

- 8.3. The submission of a Proposal will constitute an incontrovertible representation by the Proponent that (a) the Proponent has complied with every requirement of this section without exception, (b) that the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) indicated or expressly required by the Contract Documents, (c) the Proponent has given to the PPP Committee, PRIFA and/or PPPA's Representative written notice of all conflicts, errors, ambiguities, and discrepancies that Proponent has discovered or could have discovered using reasonable diligence in or among the Contract Documents and any related data and documents, and the written resolutions thereof by PPPA's Representative is acceptable to Proponent, and (d) the Contract Documents are generally sufficient to indicate and convey an understanding of all of the terms and conditions for performing the Work.

**9. AVAILABILITY OF THE PREMISES**

- 9.1. The premises upon which the Work is to be performed, the rights-of-way and the easements for access thereto are identified in the Contract Documents. Any easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the available funds for the program, unless otherwise provided in the Contract Documents. Any additional premises to be used as staging area shall be paid for by the awarded Proponent.

**10. COORDINATION OF WORK**

- 10.1. The awarded Proponent will be responsible for the construction of the Work in a manner so as to ensure proper compatibility of the Work and coordination of Work activities and Site access with the work of any other contractors performing work in connection with the Project or in the immediate vicinity of the Site unrelated to the Project.

**11. PRE-BID CONFERENCE AND SITE VISIT**

- 11.1. A **Mandatory Pre-Bid Conference** and a **Site Visit** will be held on the dates included on Table 2. The dates are subject to change and may be revised through the issuance of Addenda to this process.

Table 2	
Activity	Date
Mandatory Pre-Bid Conference	December 30, 2013 at 10:00 AM
Mandatory Site Visit	December 30, 2013 at 2:00 PM

- 11.2. Proponents are required to attend and participate at the **Pre- Bid Conference** and **Site Visit**.

- 11.3. A Proponent that is not present at the pre-bid and site visit will not be allowed to submit the proposal for the project. **In order to be considered present at a conference, a Proponent must sign the attendance sheet on time.**
- 11.4. PRIFA's representatives will be available to discuss the Project during the **Pre-Bid Conference** to be held at PRIFA's Office, and **Site Visit**.
- 11.5. Minutes of the Pre-Bid Conference or meeting will be part of the Proposal Documents. PRIFA and/or PPPA's Representative will transmit to all prospective Proponents of record such Addenda, as PRIFA and/or PPPA may deem necessary, in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective; only written addenda will.

## 12. REQUIREMENTS AND PROCEDURES

### 12.1. RFP Compliance

- 12.1.1. The Proponent must comply with all RFP requirements defined in this section and provide the required documentation in order for the Proposal be considered for evaluation.
- 12.1.2. Failure to comply with any of the requirements will make the Proposal be considered non responsive.
- 12.1.3. PPP Committee reserves the right to withdraw from the process any Proposal that is not in compliance with the RFP.
- 12.1.4. Nevertheless the PPP Committee reserves the rights to wave any minor deviation if such deviation does not affect competitiveness.
- 12.1.5. Proponents can only submit a single Proposal. If a Proponent submits more than one Proposal, it will be grounds for disqualification of all Proposals presented to PPPA by that Proponent

### 12.2. Interpretations and Addenda

- 12.2.1. All questions about the meaning or intent of Proposal Documents shall be addressed as specified in Section 7. Interpretations or clarifications considered necessary in response to such questions will be issued via Addenda and mailed or delivered to all parties recorded by PRIFA as having purchased the Proposal Documents and complied with mandatory meetings. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 12.2.2. Addenda may also be issued to modify the RFP Documents as deemed advisable by PRIFA and the PPP Committee.
- 12.2.3. PPPA reserves the right to amend this RFP at any time.
- 12.2.4. Any amendments to this RFP will be described in written Addenda.

12.2.5. PPPA will provide copies of each Addendum to all prospective Proponents who purchase this RFP, attended, and participated on the mandatory Pre-Bid Meeting and Site Visit.

12.2.6. All Addenda will become part of this RFP. The Proponent will acknowledge receipt of each Addendum in the **Exhibit B**.

### 12.3. Questions And Requests For Interpretation Or Clarification

12.3.1. By no later than the RFP Questions Due Date as stated in **Section 6**, Proponents may request, in writing, a clarification or interpretation of any aspect of any requirement contained in this RFP. Written requests shall be transmitted in accordance with **Section 7**. The Proponent making the request is responsible to confirm its proper delivery.

12.4. In order to allow adequate time for a response, any such written requests should be submitted to RFP on or before the date established in Section 6. This will allow the PPP Committee a reasonable period of time to evaluate requests and formulate responses.

12.5. If a Proponent believes that specific matters are not sufficiently described or explained in this RFP, or that a conflict or discrepancy exists within the Proposal Documents, or with any local or federal law, ordinance, rule, regulation, or other standard or requirement, the Proponent shall notify the PPPA Committee in writing to inform the situation and issue a request for clarification to the PPPA Committee following the procedure established in this RFP.

### 12.6. Proposal Documents

12.6.1. The Proposal will incorporate all documents requested as part of the RFP, including the ones issued via Addenda; refer to the Proposal's Checklist for the order in which the documents shall be submitted.

Documents must be completed and executed by the Proposer's duly authorized representative, pursuant to the requirements contained in each document.

12.6.2. Each proposer must develop its cost proposal independently and without collusions, consultation, communication, or agreement with any other proposer as to any matter relating to the project (s). Failure to comply with this requirement will result in disqualification.

12.6.3. The selected Proponent will be required to assume responsibility for all services offered in the proposal whether or not it provides the services to the Authority directly or indirectly.

### 12.7. Proposal Format

12.7.1. To ensure the uniformity of specific requirements and the prompt reference among all Proposals, the format of the Proposal must adhere to the following parameters and will be considered in the evaluation of Proponent's responsiveness:

12.7.1.1. The Proposal's cover page shall include Proponent's name, contact information and mailing address, Proposal's submission date, and Project Title as stated in Section 12.11.3.

- 12.7.1.2. The Proposal shall be prepared in the English Language.
- 12.7.1.3. Paper shall be letter size (8.5" x 11"), portrait orientation, printed on one side only.
- 12.7.1.4. The Proposal shall be bound into a single document using plastic comb binding at the left margin of the paper.
- 12.7.1.5. Proposal documents shall be organized as per the Proposal's Checklist. Documents shall be subdivided using numbers tabs (on the right side of the document) that correlate to the Proposal's Checklist order.
- 12.7.1.6. Documents must be signed in blue ink.
- 12.7.1.7. The Proposal Form(s), **Exhibit A** and, in the case of submission of an alternative offer, **Exhibit A-1** shall be signed in blue ink and each page shall contain the initials of the person who signed the proposal at the right top of every page.
- 12.7.1.8. The Proponent must submit a Proposal Form equal to the one included in Exhibit A of this RFP and it must contain all of the information required therewith.
- 12.7.1.9. In order to maintain complete transparency during the Process, Proponent must submit a Bid Form accompanied by a Release and Authorization Form provided as Attachment 1 in this RFP in a separate envelope from the Proposal. Nevertheless execution of said release is voluntary and will not affect the possibilities of selection.
- 12.7.1.10. All requested information must be included in the Proposal; either by completion of the required forms provided in this RFP or by attaching the required documentation thereto.
- 12.7.1.11. Documents must be sealed with the Proponent's corporate seal, when applicable.
- 12.7.1.12. All blanks on Exhibits and any other document must be completed, if not please type N/A (not applicable) except in the Proposal Form. If filled in hand writing, documents, must be completed in print type.
- 12.7.1.13. **All names must be included below each signature.**
- 12.7.1.14. All documents to be included as part of Proposal, shall be executed and dated as correct type and size, closely as possible to the Proposal's Due Date.



## 12.8. Insurance

- 12.8.1. Refer to Supplementary Conditions and General Conditions. All required contract insurance costs are part of the Base Proposal and shall be included in the Unit Prices of **Exhibit A - Proposal Form** and, if an alternative offer is to be submitted, in the Unit Prices of **Exhibit A-1 – Alternative Offer Proposal Form**.

## 12.9. Bonds

- 12.9.1. **Performance Bond** in the amount of **one hundred percent (100%) of the contract price** in favor of the Authority and PRIFA as security for the faithful performance of all of Supplier's obligations under the Contract Documents. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier shall furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds shall be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.
- 12.9.2. A **Payment Bond** in the amount of **one hundred percent (100%) of the contract price** in favor of the Authority and PRIFA as security for the payment of all Supplier's obligations under the Contract Documents. This bond shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in the contract, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Supplier shall furnish the original of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative. All bonds shall be issued only by insurance companies duly licensed and authorized to do business in Puerto Rico.
- 12.9.3. A separate and additional **Salaries Bond** in an amount equal to **twenty percent (20%)** of the Contract Price, payable to the Secretary of Labor of Puerto Rico to guarantee payment to laborers and employees of Supplier as required by Act No. 111, approved June 22, 1961.
- 12.9.4. All bonds submitted by Proponent/Supplier shall be accompanied with the following documents:
- 12.9.4.1. Power of Attorney in Fact
  - 12.9.4.2. Acknowledgement of Surety
  - 12.9.4.3. Copy of license issued by the Office of the Insurance Commissioner or P.R.
- 12.9.5. All bonds shall be furnished using official forms provided by PRIFA/PPPA.
- 12.9.6. All bonds and insurance required by the Contract Documents to be purchased and maintained by Supplier shall be obtained from surety or insurance companies that are duly licensed or authorized in the Commonwealth of Puerto Rico to issue bonds or insurance policies for the limits and coverage's required.

12.9.7. The Proposer shall furnish payment certification and original certificates of insurance for all policies, signed by an authorized representative of insurer, showing all required coverage.

#### 12.10. Bid Security

12.10.1. Each Proposal must be accompanied by Proposal security made payable to PRIFA in the **amount of ten percent (10%) of Proposer's Cost or Price Proposal** and in the form of a certified or bank check or a Bid or Proposal Bond, in the form attached hereto as **Exhibit F**, issued by an authorized surety. In case of failure of a selected Proponent to honor their Proposal or to submit any required insurance or performance bond within the time stated, the proposal guarantee submitted with the Proposal will be forfeited. An exception could be made, in case of proven extraordinary circumstances. Proposal guarantees will be returned to the successful Proponent upon approval of the required insurance or bonds. Any Proposal, which is not accompanied by the required proposal guarantee, will be considered non-responsive and will not be further evaluated.

#### 12.11. Submission of Proposal:

12.11.1. Prospective Proponent must comply with the purchase of Proposal Documents and attendance to a mandatory Pre-Bid Conference and Site Visit(s) prior to the submission of a Proposal. Failure to comply with any of these requirements will be sufficient reason to disqualify a Prospective Proponent. In accordance with Section 1.3.5 of Regulations, PPPA reserves the right to establish procedures that are fair to proposers and are designated to lead to the selection of the Proposal most beneficial to the Authority.

12.11.2. Proposal must be submitted at PRIFA's Offices **no later than January 26, 2014 until 2:00 p.m.** as stated on **Table 1**. The Proponent must submit:

12.11.2.1. One (1) original Proposal (clearly identified with the word "ORIGINAL" at the Proposal's cover page)

12.11.2.2. One (1) exact copy of the original Proposal (clearly identified with the word "COPY" at the Proposal's Cover page)

12.11.2.3. One (1) compact disk with an exact electronic copy of the Proposal original document. The electronic copy shall be organized and named as per the Proposal Check List and shall provide independent files for each item on the Proposal Check List.

12.11.2.4. A copy of the Proposal Cost Breakdown must be submitted, so identified, in a separate envelope labeled as per Section 12.11.3 along with a copy of Attachment 1 required in Section 12.7.1.10 (Release and Authorization Form).

12.11.3. All documentation shall be properly identified with:

12.11.3.1. The Proponent's name,

- 12.11.3.2. Mailing address,
- 12.11.3.3. Electronic mail address and telephone number,
- 12.11.3.4. Proposal submission date to PRIFA,
- 12.11.3.5. Project Title
- 12.11.4. If all Proponents submitting Proposals sign the Release and Authorization Form, then the Total Proposal Cost on Exhibit A or A-1 will be read out loud for all present to hear. At that time no inspection of the submitted proposals will be permitted. If any Proposer that actually submits a Proposal does not submit the signed Release and Authorization Form, the PPP Committee will proceed as if the Proponent had signed the Release and Authorization Form authorizing the release of information. If a Proposer does not authorize the release of the Total Proposal Cost and time of execution proposed, then the PPP Committee will not release the aforesaid information and the proposals will only be opened in private by the PPP Committee at a time of its choosing.
- 12.11.5. Proposal must be delivered to PRIFA either by mail or hand delivered. PRIFA will not accept any Proposal delivered by any other means.
- 12.11.6. If the Proposal is sent through mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on its face; and must be delivered by mail prior or on the date and time stated herewith of it.
- 12.11.7. Proposal sealed envelope must be identified as:

**The envelopes containing the RFP shall be labeled as follows:**

Confidential:      Boards of Award  
                         Schools Public-Private Partnership Committee  
                         Puerto Rico Public-Private Partnership Authority  
                         Submitted By: (Respondent's name and address)  
                         School Modernization Project Phase II  
                         José Gautier Benitez High School  
                         AFI-BP-14-10-AAPP

**The RFP packages shall be delivered to:**

Puerto Rico Infrastructure Financing Authority (PRIFA)  
World Plaza Building  
268 Muñoz Rivera Avenue, 4th Floor  
Hato Rey, Puerto Rico 00918  
Attn: Ana M. Bustillo Fernández

- 12.11.8. Any Proposal that is delivered **after the date and time** set forth in **Table 1**, will be considered late, rejected, and returned unopened to the Proponent.
- 12.11.9. All Proposals shall become property of PRIFA at the time they are submitted for this RFP.
- 12.11.10. Proposals will remain closed until the Proposal's Due Date.

**12.12. Proposal Forms**

- 12.12.1. The Base Proposal Form, Alternative Offer Proposal Form and the Statement of Proponent are attached hereto as **Exhibits A, A-1 and B**, respectively.
- 12.12.2. The Proponent **must** submit a Proposal Form equal to the one included in **Exhibit A** of this RFP. It must contain all of the information required for the construction and the Infrastructure Conservation Services consisting of 12 months of services after Notice of Acceptance (NOA) of the project by the Department of Education (DE).
- 12.12.3. The Proposal price must include all overhead, profit and General Conditions costs within their stated unit prices. Also, Section 13.2.2.2 must be considered.
- 12.12.4. **Sub-Contractors listed as such must have been identified in the SOQ and can only be substituted under very specific circumstances and with the Authority's prior written authorization. Bid shopping is illegal and will not be allowed by the Authority or by PRIFA.**
- 12.12.5. The Authority and PRIFA may, for any reason, reject any Proposal, as they deem convenient to the interests of the Authority.

**12.13. Statement of the Proponent**

- 12.13.1. All blanks on the Proposal Form(s) and the Statement of Proponent must be completed by typewriter, computer or handwriting.
- 12.13.2. **Corporation:** A Proposal submitted by a Proponent, which is a corporation, must be executed in the Proponent's corporate name by its president, the vice-president, or other authorized representative accompanied by a sealed and signed certificate of corporate resolution authorizing him/her to sign the document. The Proponent's corporate address and state of incorporation must be stated under the signature. A copy of the Corporate Resolution must be included.

- 12.13.3. **Partnership:** A Proposal submitted by a Proponent, which is a partnership, must be executed in the Proposer's partnership name by a partner, whose title must appear under the signature, and the official address of the partnership must be stated under the signature.
- 12.13.4. Proponents which are neither organized under the laws of Puerto Rico nor authorized to do business herein must provide evidence of authority to conduct business as an out-of-state entity in Puerto Rico.
- 12.13.5. Proponents **must acknowledge receipt of Addenda**, as required on **Exhibit B**.
- 12.13.6. Proponent must provide its mailing address, telephone number, electronic mailing address, and fax number.
- 12.13.7. The Eligibility and Non-Collusive Affidavits attached hereto as **Exhibits D and E**, must be completed, dated within 15 days of the Proposal Due Date, and submitted with the Proposal.

#### 12.14. **Proposal Modification or Withdrawal of Proposal**

- 12.14.1. At any time prior to the opening of the Proposal, any Proposal may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to PRIFA's Offices.
- 12.14.2. Any modification will be made in writing, and submitted in the same form and manner as the previously submitted Proposal on different color paper than the original.
- 12.14.3. Any Proponent may withdraw its Proposal prior to the due date; through a written request for proposal withdraw. Timely withdrawal of a Proposal does not prejudice the right of a Proponent to submit another Proposal at Due Date.
- 12.14.4. No oral, telephonic, electronic, or facsimile modification of a Proposal will be recognized or have any binding effect.
- 12.14.5. After the opening of the Proposals, no Proposal may be modified or withdrawn.
- 12.14.6. The Successful Proponent will not be released from the terms of, and its obligations under, its Proposal, and will be required to accept the Contract, whether or not the Successful Proponent made any mistake in the preparation of its Proposal.

### 13. **PROPOSAL EVALUATION**

- 13.1. Proposals will first be individually evaluated for compliance with the submittal of requirements as set forth in this RFP.

## 13.2. Evaluation Criteria

The Proposals will be evaluated by the PPP Committee considering the following three (3) criteria: (1) Compliance with the RFP requirements; (2) Proposal Cost and Construction Time; and (3) proven Financial Capacity.

### 13.2.1. Compliance with Proposal Requirements

13.2.1.1. The Proponents must comply with all the following minimum requirements of this RFP:

13.2.1.1.1. Timely Delivery of the Proposal;

13.2.1.1.2. Number of Delivered Copies;

13.2.1.1.3. Presentation of Bid Bond (properly and completely executed by the surety company);

13.2.1.1.4. Signed Proposal Forms;

13.2.1.1.5. Financial Requirements;

13.2.1.2. Proponents must make sure to submit a complete Proposal.

### 13.2.2. Proposal Cost and Construction Time

13.2.2.1. The total cost proposed submitted by a Proponent must cover all required materials, all needed labor to perform the Work in accordance with the approved schedule, all installations and all profit and overhead.

13.2.2.2. Proponents are advised that, for this project, it is irrevocably agreed that the cost proposed includes the job site and home office overhead and any profit of the contractor and all the tiers under, for an additional period of one hundred and twenty calendar days (120) after the date of the scheduled final completion of the Base Proposal Offer. As such, any claim presented on account of said overhead will be instantly denied.

### 13.2.2.3. Conservation Services

13.2.2.3.1. The Proponent must include a monthly unit price fee for Infrastructure Conservation Services, as well as other incidental costs, direct and indirect, for twelve (12) months after the project is accepted through a Notice of Acceptance (NOA), which period may be extended for an additional year at the sole discretion of the Authority.

#### 13.2.2.4. Construction Time

- 13.2.2.4.1. The Estimated Time to complete the Project from Notice to Proceed (NTP) to substantial completion is **three hundred and five calendar days (305)**.
- 13.2.2.4.2. Any reduction in construction time, which in the sole opinion of the PPP Committee is in the best interest of the Authority, could be favored by the Authority against an offer of similar cost.
- 13.2.2.4.3. **Execution Strategy** - Proponents are asked to submit a plan to execute the Project Work within the time expected and if the proponent so chooses, the reduced construction time in calendar days, measured against the Estimate Time. The responses shall include manpower capabilities and a construction schedule, using **Primavera P6**.
- 13.2.2.4.4. No bonuses or incentives for acceleration or early completion are contemplated or allowed.

#### 13.2.3. Financial Requirements

- 13.2.3.1. In order for a Proposal to be considered responsive, it must also include the following:
  - 13.2.3.1.1. The two (2) most recent fiscal years audited financial statements, with a certified public accountant (C.P.A.) auditor's report with an original five (\$5.00) dollar CPA stamp, containing an unqualified audit report.
    - 13.2.3.1.1.1. For the purpose of this requirement comparative statements may be accepted. The term most recent fiscal year should be those fiscal years ending July 31, 2012 through June 30, 2013.

### 14. WARRANTIES

- 14.1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Proponent of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Proponent.
- 14.2. Written warranties made to the Authority are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Authority can enforce such other duties, obligations, rights, or remedies.
- 14.3. The Conservation Services period, do not include any construction deficiencies remediation work. The Authority will not accept charges or fees for warranty work that must be repaired at contractor's expense.

## 15. CONTRACT TIME

15.1. The Work is to be performed according to the following contract schedule:

15.1.1. Substantial Completion: **(305) calendar days** after Notice to Proceed.

15.1.2. Final Completion: **(30) calendar days** after Substantial Completion.

15.1.3. Administrative Closing: **(180) calendar days** after Final Completion.

15.1.4. Conservation Services Completion: **(365) calendar days** after the Notice of Acceptance (NOA). The NOA is expected to occur within **(120) calendar days** after Final Completion.

15.1.5. Contract Time or Period: **(700) calendar days** after the Notice to Proceed.

## 16. LIQUIDATED DAMAGES

16.1. Provisions for liquidated damages are set forth in **Section 9.5 of the Uniform General Conditions**, and the amount of liquidated damages payable by the Successful Proponent for each day of delay in achieving Substantial Completion, as required by the Contract Documents, will be as set forth in the Schedule of Liquidated Damages.

## 17. CLARIFICATIONS AND AMENDMENTS AFTER THE DELIVERY OF PROPOSALS

17.1. After the Committee has received all Proposals, the Committee can request additional information or clarifications to any of the Proponents in relation to the Proposals presented. The clarifications or additional information, if received by the Committee, will be considered in the process of evaluation.

## 18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All Proposals will remain subject to acceptance and must remain valid for **not less than ninety (90) calendar days after Proposal Due Date**, but the PPPA Committee may, in its sole discretion, release any Proposal and return the related Proposal security prior to that date.

## 19. CERTIFICATE OF ELIGIBILITY AND OTHER CONSIDERATIONS

19.1.1. All Proponents shall submit a valid certificate of eligibility issued by the General Services Administration (RUL or Registro Único de Licitadores).

19.1.2. PRIFA honors Law number 14 of January 8, 2004, known by "Ley para la Inversión de la Industria Puertorriqueña" (previously known as "Ley de Preferencia"). In order to claim the benefit of this law, Proponents must include with its Proposal a copy of the resolution issued by the preference board stating the percentage of preference given to the product they offer in the Proposal. Nevertheless, to the extent any provision of this law may be contrary to the terms and conditions of this RFP, the federal terms and conditions of the award shall prevail and no consideration shall be given to the percentage preference.



- 19.1.3. Proponent will be responsible to perform one hundred percent (100%) of the Project and provide all the administrative personnel required to comply with Project requirements.
- 19.1.4. It is the Public Policy of the Commonwealth of Puerto Rico to promote the growth of local economies and to reduce local unemployment. In line with this Public Policy, it is a requirement of this RFP, that at least 30% of the non-skilled labor work force consists of bona-fide local residents of the Municipality of Caguas. By submitting a Proposal in response to this RFP, Proponents agree to have their work force compositions as stated above during the development of the construction and infrastructure conservation activities set forth in this RFP (**Exhibit I: Non-Skilled Labor Work Force Certification**)

## 20. CONTRACT AWARD

- 20.1. The PPP Committee will award the Contract in accordance with the Regulations and Applicable Laws.
- 20.2. Contract -The contract form to be executed in accordance with this Proposal will be provided with this RFP.
- 20.3. For the Precedence of the Contract Documents: refer to Section 2.2 of the Uniform General Conditions.
- 20.4. The Contract will be awarded, to the Qualified Proponent that presents the best offer among all other received proposals. A "Qualified Proponent" means a responsible and responsive Proponent, whose Bid meets the requirements of these Instructions to Proponents, and whose evaluation by the Committee indicates to the PPPA that the award of the Contract to the Proponent is in the best interest for the successful project execution.
- 20.5. PPP Committee may conduct such investigations as PRIFA deems necessary to assist in the evaluation of any Proposal, and to establish the responsibility, qualifications and financial ability of Proponents, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and to PRIFA's satisfaction, within the prescribed time.
- 20.6. If the Contract is awarded as a result of this RFP, the Notice of Award will be notified to the Successful Proponent by hand delivery or by registered or certified mail.

## 21. CONTRACT SECURITY

- 21.1. **Section 3 of the Uniform General Conditions and Section 6.1.2 of the Contractor Agreement** set forth PRIFA's requirements with respect to the Performance Bond and the Payment Bond. When the Successful Proponent delivers the executed Contractor Agreement, it must be accompanied by the Performance Bond and the Payment Bond in accordance with the Contract Documents.

## 22. SIGNING OF AGREEMENT

22.1. When the Authority issues a Notice of Award to the Successful Proponent, the Notice of Award will be accompanied by the required number of unsigned originals of the Contractor Agreement, together with all other Contract Documents attached thereto. Within fifteen (15) days thereafter, the Contractor must sign and deliver to the Authority the required number of originals of the Contractor Agreement and such other attached documents, together with the Performance Bond and the Payment Bond, the Contractor Insurance Policies, and the Tax Certifications required by the Contract Documents. Within ten (10) days thereafter, PRIFA will deliver to the Contractor one fully signed original of the Contractor Agreement and all other Contract Documents attached thereto. Each such original is to be accompanied by a complete set of the Drawings and Specifications.

## 23. RETAINAGE

23.1. Provisions concerning retainage are set forth principally in **Section 13.2.2** of the **Uniform General Conditions**. Unless otherwise specified in the Contract Documents, such retainage shall be **ten percent (10%)** of each partial payment made to the Contractor.

## 24. JUDICIAL REVIEW

24.1. The Authority will not entertain any request for reconsideration on any decision taken by the Authority, the PPP Committee, the Executive Director or its authorized representative regarding this RFP or the award of a contract.

24.2. A judicial review of a decision to award a contract made by the PPP Committee, the Authority or any other person under **Article 9(g) of the Act**, will be governed by the provisions of **Article 20 of the Act**.

## 25. GOVERNING LAW

25.1. The contract to be issued under this RFP and this RFP process is governed by the laws of the Commonwealth of Puerto Rico.

25.2. Proponents expressly submit themselves to the jurisdiction of the Court of Appeals of Puerto Rico, which is the exclusive forum to entertain a judicial review of any decision regarding this RFP made by the PPP Committee, the Authority or any other person under Article 9(g) of the Act. All Proponents waive, by submitting a proposal any claims as to choice of law, proper venue or jurisdiction.

25.3. Any claim arising under a contract issued as a result of this RFP will be heard exclusively in the Court of First Instance of San Juan, under the laws of the Commonwealth of Puerto Rico.

## 26. INDEMNIFICATION

26.1. To the fullest extent permitted by applicable law, the Proponent and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel, and hold harmless the Authority and PRIFA, its affiliated enterprises, representatives, and their respective officers, directors, regents, partners, boards, committees,

employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any indemnitee. In the event more than one of the indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors shall be jointly and severally responsible to the indemnitees for indemnification and the ultimate responsibility among such indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the Authority and PRIFA or any of the indemnitees has by law.

- 26.2. Proponent shall protect and indemnify the Authority and PRIFA from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proponent, or by the Authority and PRIFA at the direction of Proponent, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, The Authority and PRIFA shall promptly notify Proponent and Proponent shall be given full opportunity to negotiate a settlement. Proponent does not warrant against infringement by reason of the design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Authority and PRIFA agree to cooperate reasonably with Proponent and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.
- 26.3. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

SIGNING A FALSE STATEMENT WILL VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S RFP, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROSPECTIVE RESPONDENT LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE AUTHORITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER AND A CONTRACTOR WILL BE REQUIRED TO RETURN ALL PROCEEDS FROM THE CONTRACT.

**End of Instructions to Proponents**

### PROPOSAL CHECKLIST

**Instructions:** Upon completion of the RFP required documentation please, complete this check list to assure submission of individual items. Use this list to order the Proposal prior to its binding and submission. **Proponents shall initiate in blue ink on the left side of each item confirming its inclusion in the Proposal.**

\* If a Proponent decides to submit an alternative offer, he must complete all items of the Alternative Offer Proposal Form (Exhibit A-1).

Bidder's Initials	ITEM No.	EXHIBIT No.	DOCUMENT DESCRIPTION
	1	-	Proposer cover letter for this Proposal as per Section 12.7.1.1
	2	-	Proposal Checklist (signed)
	3	F	Proposal Security (Bid Bond – 10% of Proposal Cost)
	4	A	Proposal Form (signed in blue ink)
	5	A-1	Proposal Alternative Offer (OPTIONAL) *
	6	-	RUL (Certificado Registro Único de Licitadores)
<b>Exhibits</b>			
	7	B	Statement of the Proponent - Acknowledge receipt of each Addendum ( Section 12.2.6)
	8	C	Sworn Statement
	9	D	Eligibility Affidavit
	10	E	Non-Collusive Affidavit
	11	G, G-1, G-2	Compliance with Law 428
	12	H	Scope of Work-signed
	13	I	Non-Skilled Labor Work Force Certification
	14	J	Format for RFP Questions Submittals
<b>Other Documents</b>			
	15	-	Corporate Resolution(Section 12.13.2)
	16	-	Financial Requirements, as defined in Section 13
	17	-	Attachment 1 Release and Authorization Form (original)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT A  
PROPOSAL FORM**

**PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO**

From: (Name of Proponent/Name Authorized Representative/Mailing Address)

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1. Base Proposal Cost Breakdown;

1.1 Proponent proposes to perform all the Work described on proposal documents including the Infrastructure Conservation Services for one (1) year, for the fixed lump sum amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
Base Proposal Cost in Words

2. The **Construction Time** for the Base Proposal is **three hundred and five calendar days (305)**.

3. Proponents shall breakdown the lump sum amount into the following summary table:

Table 1: Proposal Cost Breakdown					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>Construction</b>					
<b>1 GENERAL CONDITIONS</b>					
1	TEMPORARY FACILITIES		MO		
2	SURVEYING		LS		
3	PUNCH LIST		LS		
<b>SUB-TOTAL</b>					
<b>2 SITEWORK</b>					
1	CLEANING AREA		SF		
2	WATER BLASTING		SF		
3	EARTHWORK FILL A-2-4 OR BETTER AT BASKETCOURT		CM		
4	SITE WORKS IMPROVEMENTS, NEW RAMP, ETC.		LS		
5	BASKETBALL & VOLLYBALL IMPROVEMENTS		LS		
6	TERMITE CONTROL		LOT		
7	LANDSCAPING & PLANTER		LOT		
8	DEMOLITION & REMOVAL WORKS ALL AREAS		LOT		
9	PLAN CES & MAINTENANCE		MO		
<b>SUB-TOTAL</b>					
<b>3 CONCRETE WORK</b>					
1	NEW R/C WALLS		LOT		
2	NEW R/C FILL AT ROOF AREA		LOT		
3	NEW CONCRETE STAIR		LOT		
4	MISCELLANEOUS R/C CONCRETE		LOT		
<b>SUB-TOTAL</b>					
<b>4 MANSORY WORKS</b>					
1	BLOCKS WALLS 4" OR 6"		SF		
<b>SUB-TOTAL</b>					
<b>5 MISELANEUOS METAL</b>					
1	NEW GALV METAL LEADERS		EA		
2	METAL FASCIA		EA		
3	NEW RAILIN AT ARCADE AREA		LF		
4	MISELANEOUS METAL		TON		
5	NEW HANDRAIL AT STIRS & ARCADE AREA		LF		
<b>SUB-TOTAL</b>					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>6 CARPENRY &amp; MILLWORK</b>					
1	TREATED WOOD PANELS 3/4"		SF		
2	WOOD SHELVES		SF		
SUB-TOTAL					
<b>7 MOISTURE PROTECTION</b>					
1	VAPOR BARRIER		SF		
2	BUILT-UP ROOFING w/INSULATION		SF		
3	COULKING DOORS & WINDOWS		LF		
SUB-TOTAL					
<b>8 DOORS &amp; WINDOWS</b>					
1	DOORS & FRAMES		EA		
2	HARDWARE SETS		EA		
3	SPECIAL DOORS		EA		
4	WINDOWS		SF		
SUB-TOTAL					
<b>9 FINISHES</b>					
1	SCARIFIED ARCADE AREA FOR NEW TOOPING		SF		
2	POLISHED & WASH EXISTING FLOORS		SF		
3	SMOOTH MONOLITIC FINISH FLOOR W/ HARDENER		SF		
4	CERAMIC FLOOR TILES & WASICOT & BASE		SF		
5	REPAIR CEMENT PLASTER AND CORNICES		SY		
6	GYPSUM BOARDS WALLS & CEILING		SF		
7	PAINT WORK		SY		
SUB-TOTAL					
<b>10 SPECIALTIES</b>					
1	HANDICAPPED & REGULAR TOILET PARTITIONS		EA		
2	URINAL STALL		EA		
3	BATHROOM ACCESSORIES		LOT		
4	ROOF HATCH		EA		
5	NEW ROOF DRAINS		EA		
6	METAL GUTTER		LF		
7	BULLETING BOARDS		EA		
8	STAIR ALUMINUM NOUSING		LF		
9	CHALKBOARDS		EA		
10	ELECTRONIC BOARDS		EA		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
11	FIRE EXTINGUISHERS		EA		
12	ROOMS SIGNAGE W/ BRAILE		EA		
13	EXTERIOR SCHOOL NAME		LOT		
<b>SUB-TOTAL</b>					
<b>11 PLUMBING WORK</b>					
1	PLUMBING WORK		LOT		
<b>SUB-TOTAL</b>					
<b>12 ELECTRICAL WORK</b>					
1	ELECTRICAL WORK		LOT		
<b>SUB-TOTAL</b>					
<b>CONSTRUCTION SUB-TOTAL</b>					
<b>13 ALLOWANCE</b>					
1	INSTALLATION OF IRON GRILLED GATES		LS		
<b>SUB-TOTAL</b>					
<b>TOTAL CONSTRUCTION</b>					
<b>Infrastructure Conservation Services</b>					
<b>14 1 Year - Infrastructure Conservation Services</b>					
1	1 Year - Infrastructure Conservation Services	12	MO		
<b>TOTAL CONSERVATION SERVICES</b>					
<b>TOTAL BASE PROPOSAL COST</b>					

Notes:

1. Proponents are advised that the Authority will not provide any type of allowance or contingency for the project.
2. This breakdown is a mathematical representation of the Project Cost. The Contractor is responsible for compliance with the drawings, technical specifications and other contract documents.
3. Please refer to Section 13.2.2.2.
4. Item 13 – Allowance, must be previously approved by PRIFA.

PROPOSANTS REPRESENTATIVE NAME AND SIGNATURE

DATE



EXHIBIT A-1 (OPTIONAL)  
ALTERNATIVE OFFER PROPOSAL FORM

PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

From: (Name of Proponent/Name Authorized Representative/Mailing Address)

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1. Alternative Proposal Cost Breakdown;

1.1 Proponent proposes to perform all the Work described on proposal documents including the Infrastructure Conservation Services for one (1) year, for the fixed lump sum amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
Alternative Offer Cost in Words

2. The **Alternative Construction Time Offer** for the Alternative Proposal is \_\_\_\_\_ calendar days (\_\_\_\_\_).

3. Proponents shall breakdown the lump sum amount into the following summary table:

<b>Table A-1: Alternative Proposal Cost Breakdown</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>Construction</b>					
<b>1 GENERAL CONDITIONS</b>					
1	TEMPORARY FACILITIES		MO		
2	SURVEYING		LS		
3	PUNCH LIST		LS		
<b>SUB-TOTAL</b>					
<b>2 SITEWORK</b>					
1	CLEANING AREA		SF		
2	WATER BLASTING		SF		
3	EARTHWORK FILL A-2-4 OR BETTER AT BASKETCOURT		CM		
4	SITE WORKS IMPROVEMENTS, NEW RAMP, ETC.		LS		
5	BASKETBALL & VOLLYBALL IMPROVEMENTS		LS		
6	TERMITE CONTROL		LOT		
7	LANDSCAPING & PLANTER		LOT		
8	DEMOLITION & REMOVAL WORKS ALL AREAS		LOT		
9	PLAN CES & MAINTENANCE		MO		
<b>SUB-TOTAL</b>					
<b>3 CONCRETE WORK</b>					
1	NEW R/C WALLS		LOT		
2	NEW R/C FILL AT ROOF AREA		LOT		
3	NEW CONCRETE STAIR		LOT		
4	MISCELLANEOUS R/C CONCRETE		LOT		
<b>SUB-TOTAL</b>					
<b>4 MANSORY WORKS</b>					
1	BLOCKS WALLS 4" OR 6"		SF		
<b>SUB-TOTAL</b>					
<b>5 MISELANEUOS METAL</b>					
1	NEW GALV METAL LEADERS		EA		
2	METAL FASCIA		EA		
3	NEW RAILIN AT ARCADE AREA		LF		
4	MISELANEOUS METAL		TON		
5	NEW HANDRAIL AT STIRS & ARCADE AREA		LF		
<b>SUB-TOTAL</b>					

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>6</b>	<b>CARPENTRY &amp; MILLWORK</b>				
1	TREATED WOOD PANELS 3/4"		SF		
2	WOOD SHELVES		SF		
<b>SUB-TOTAL</b>					
<b>7</b>	<b>MOISTURE PROTECTION</b>				
1	VAPOR BARRIER		SF		
2	BUILT-UP ROOFING w/INSULATION		SF		
3	COULKING DOORS & WINDOWS		LF		
<b>SUB-TOTAL</b>					
<b>8</b>	<b>DOORS &amp; WINDOWS</b>				
1	DOORS & FRAMES		EA		
2	HARDWARE SETS		EA		
3	SPECIAL DOORS		EA		
4	WINDOWS		SF		
<b>SUB-TOTAL</b>					
<b>9</b>	<b>FINISHES</b>				
1	SCARIFIED ARCADE AREA FOR NEW TOOPING		SF		
2	POLISHED & WASH EXISTING FLOORS		SF		
3	SMOOTH MONOLITIC FINISH FLOOR W/ HARDENER		SF		
4	CERAMIC FLOOR TILES & WASICOT & BASE		SF		
5	REPAIR CEMENT PLASTER AND CORNICES		SY		
6	GYPSUM BOARDS WALLS & CEILING		SF		
7	PAINT WORK		SY		
<b>SUB-TOTAL</b>					
<b>10</b>	<b>SPECIALTIES</b>				
1	HANDICAPPED & REGULAR TOILET PARTITIONS		EA		
2	URINAL STALL		EA		
3	BATHROOM ACCESSORIES		LOT		
4	ROOF HACTH		EA		
5	NEW ROOF DRAINS		EA		
6	METAL GUTTER		LF		
7	BULLETING BOARDS		EA		
8	STAIR ALUMINUM NOUSING		LF		
9	CHALKBOARDS		EA		
10	ELECTRONIC BOARDS		EA		
11	FIRE EXTINGUISHERS		EA		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
12	ROOMS SIGNAGE W/ BRAILE		EA		
13	EXTERIOR SCHOOL NAME		LOT		
<b>SUB-TOTAL</b>					
<b>11 PLUMBING WORK</b>					
1	PLUMBING WORK		LOT		
<b>SUB-TOTAL</b>					
<b>12 ELECTRICAL WORK</b>					
1	ELECTRICAL WORK		LOT		
<b>SUB-TOTAL</b>					
<b>CONSTRUCTION SUB-TOTAL</b>					
<b>13 ALLOWANCE</b>					
1	INSTALLATION OF IRON GRILLED GATES		LS		
<b>SUB-TOTAL</b>					
<b>TOTAL CONSTRUCTION</b>					
<b>Infrastructure Conservation Services</b>					
<b>14 1 Year - Infrastructure Conservation Services</b>					
1	1 Year - Infrastructure Conservation Services	12	MO		
<b>TOTAL CONSERVATION SERVICES</b>					
<b>TOTAL ALTERNATIVE PROPOSAL COST</b>					

Notes:

1. Proponents are advised that the Authority will not provide any type of allowance or contingency for the project.
2. This breakdown is a mathematical representation of the Project Cost. The Contractor is responsible for compliance with the drawings, technical specifications and other contract documents.
3. Please refer to Section 13.2.2.2
4. Item 13 – Allowance, must be previously approved by PRIFA.

\_\_\_\_\_  
 PROPONENTS REPRESENTATIVE NAME AND SIGNATURE

\_\_\_\_\_  
 DATE

**EXHIBIT B  
STATEMENT OF PROPONENT**

**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO**

**To:** Puerto Rico Infrastructure Financing Authority  
Public Private Partnership Authority  
PO Box 41207  
San Juan, PR 00940  
Fax: (787) 763-1605

**From:** (Name of Proponent/Name Authorized Representative/Mailing Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A. Proponent Data**

a. Date of establishment of Proponent: \_\_\_\_\_

b. The following named person is hereby authorized to bind Proponent in matters relating to the Proposal and the Contract:

\_\_\_\_\_ (name, title)

\_\_\_\_\_ (name, title)

c. Title: \_\_\_\_\_

d. Business telephone: \_\_\_\_\_

e. Facsimile number: \_\_\_\_\_

f. Mailing and street address: \_\_\_\_\_

g. Federal tax identification number: \_\_\_\_\_

h. Proponent is a: \_\_\_\_\_



I hereby acknowledge the receipt of the project pre-bid minutes, which were issued as part of Addendum \_\_\_\_\_.  
IN WITNESS THEREOF, the Proponent has executed this Statement of Proponent this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

*If Proponent is an individual:*

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

*If Proponent is a sole proprietorship or operates under a trade name:*

\_\_\_\_\_  
(Printed Name of Firm)

By: \_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Printed Name of Representative)

\_\_\_\_\_  
(Address)

*If Proponent is a partnership or joint venture:*

\_\_\_\_\_  
(Printed Name of Partnership or Joint Venture)

By: \_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Printed Name of General Partner)

\_\_\_\_\_  
(Address)

*If Proponent is a corporation:*

\_\_\_\_\_  
(Printed Name of Corporation)

\_\_\_\_\_  
(Corporate Address)

By: \_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
(Title of Officer)

Attest: \_\_\_\_\_  
(Secretary)

(CORPORATE SEAL)

\_\_\_\_\_  
(Jurisdiction of Incorporation)



EXHIBIT C  
SWORN STATEMENT

PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

I, \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, certify for myself and on behalf of \_\_\_\_\_ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge and belief, that information included here as part of, if any, and is complete, accurate, and correct.

**[NAME OF PROPONENT]**

By: \_\_\_\_\_  
Name and Title

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_ of legal age and resident of \_\_\_\_\_, personally known to me, in \_\_\_\_\_, Puerto Rico, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT D  
ELIGIBILITY AFFIDAVIT

PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

I, \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, certify for myself and on behalf of \_\_\_\_\_ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge and belief, neither I nor the Bidding Person's sole proprietorship, partnership, corporation or other legal entity:

- Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past five (5) years; and
- Has been indicted, convicted or had a civil judgment rendered against by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past five (5) years.

Exceptions to the above are as follows: *(Note below all exceptions, indicating for each to whom such exception applies, the initiating agency, and the dates of action.)*

**[NAME OF PROPONENT]**

By: \_\_\_\_\_  
Name and Title

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_ of legal age and resident of \_\_\_\_\_, personally known to me, in \_\_\_\_\_, Puerto Rico, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Note:** *Exceptions will not necessarily result in denial of an award, but will be considered in determining Proponent's responsibility. Providing false information may result in criminal prosecution or administrative sanctions.*

**EXHIBIT E  
NON-COLLUSIVE AFFIDAVIT**

**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO**

I, \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, certify for myself and on behalf of \_\_\_\_\_ (the "Bidding Person"), under penalty of perjury, that to the best of my knowledge and belief:

1. The prices in the Proposal submitted by the Bidding Person have been arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or with any competitor for the purpose of restricting competition.
2. No attempt has been made or will be made by myself or any representatives of the Bidding Person or any of their associates to induce any other person or entity to submit or not to submit a Proposal on the Project or otherwise take any action in restraint of free competitive bidding on the Project.

**[NAME OF PROPONENT]**

By: \_\_\_\_\_  
Name and Title

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_ of legal age, contractor and resident of \_\_\_\_\_, personally known to me, in \_\_\_\_\_, Puerto Rico, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT F  
BID SECURITY**

**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY**

**AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (the "Principal"), and

\_\_\_\_\_ as Surety (collectively with the Principal, the "Obligors"), are held and firmly bound unto the Puerto Rico Infrastructure Financing Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, its successors and assigns, as Obligee (collectively, the "Obligee"), in the full and just amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment in lawful money of the United States, of which sum well and truly to be made, the Obligors bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid dated \_\_\_\_\_ for \_\_\_\_\_

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of its governing body.

Attest:

*Principal:*  
**[NAME OF PROPONENT]**

\_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Surety:*

Attest:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G**  
**STATEMENT UNDER OATH IN COMPLIANCE WITH LAW 428 (PARTNERSHIPS)**

**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)**  
**PUBLIC PRIVATE PARTNERSHIP AUTHORITY**  
**AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL**  
**MUNICIPALITY OF CAGUAS, PUERTO RICO**

I, \_\_\_\_\_ (first name, including last names), of legal age, \_\_\_\_\_ (marital status), \_\_\_\_\_ (profession) and resident of \_\_\_\_\_, Puerto Rico, under a formal oath, state:

1. My personal circumstances are as stated.
2. The employer identification number with the IRS is \_\_\_\_\_
3. My domicile and residence are in \_\_\_\_\_
4. My position is \_\_\_\_\_ the partnership \_\_\_\_\_.
5. The partnership physical address is \_\_\_\_\_ and the postal address is \_\_\_\_\_.
6. Law 458 of December 20, 2000, as amended by Law 428 of September 22, 2004, demands that any natural or legal person that wants to do business with the Government of Puerto Rico, certify under oath has not been convicted or pleaded guilty of the offenses listed in Article 3 of the Act, as detailed:
  - a. illegal appropriation, in all its forms;
  - b. extortion,
  - c. construction fraud,
  - d. fraud in the execution of construction work,
  - e. fraud in the delivery of things,
  - f. undue interference in the procurement process, auction or government operations,
  - g. bribery, in all its forms,
  - h. aggravated bribery,
  - i. bribery offer,
  - j. undue influence,
  - k. crimes against public funds,
  - l. false written preparation,
  - m. false written presentation,
  - n. document falsification,
  - o. possession and transfer of forged documents.
7. In order to meet with the above provisions, CERTIFY that never the Partnership nor I have been accused, convicted, nor have we been found guilty in any of the offenses listed in Article 3 of Act No. 458, supra, in Puerto Rico, the United States of America or any other Country under any legislative, judicial or administrative procedure. Nor are under administrative, judicial or legislative investigation by any offense listed under the Act referred to above.

8. I swear and endorse this affidavit with no intention to defraud, but with the purpose of the relevant authorities have knowledge of the facts.
9. I make this affidavit for legal purposes.
10. What I have said is the truth and nothing but the truth.

FOR THE RECORD, I sign this in the city of \_\_\_\_\_, Puerto Rico, today, \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name  
Employer Social Security Number

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, personally known to me or identified by means of \_\_\_\_\_ in \_\_\_\_\_, Puerto Rico, in \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT G-1  
STATEMENT UNDER OATH IN COMPLIANCE WITH LAW 428  
[CORPORATIONS AND LIMITED LIABILITY COMPANIES]

PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

I, \_\_\_\_\_ (first name, including last names), of legal age, \_\_\_\_\_ (marital status), \_\_\_\_\_ (profession), \_\_\_\_\_ (corporation position) of the corporation \_\_\_\_\_ (Corporation name, as Incorporation Certification), and resident of \_\_\_\_\_, Puerto Rico, under a formal oath, state:

1. My personal circumstances are as stated.
2. The employer identification number with the IRS is \_\_\_\_\_
3. My domicile and residence are in \_\_\_\_\_
4. My position is \_\_\_\_\_ of the corporation \_\_\_\_\_
5. The corporation physical address is \_\_\_\_\_ and the postal address is \_\_\_\_\_
6. Law 458 of December 20, 2000, as amended by Law 428 of September 22, 2004, demands that any natural or legal person that wants to do business with the Government of Puerto Rico, certify under oath has not been convicted or pleaded guilty of the offenses listed in Article 3 of the Act, as detailed:
  1. illegal appropriation, in all its forms;
  2. extortion,
  3. construction fraud,
  4. fraud in the execution of construction work,
  5. fraud in the delivery of things,
  6. undue interference in the procurement process, auction or government operations,
  7. bribery, in all its forms,
  8. aggravated bribery,
  9. bribery offer,
  10. undue influence,
  11. crimes against public funds,
  12. false written preparation,
  13. false written presentation,
  14. document falsification,
  15. possession and transfer of forged documents.
7. In order to meet with the above provisions, CERTIFY that I, nor in my personal capacity or as \_\_\_\_\_ of the corporation \_\_\_\_\_, nor the corporation \_\_\_\_\_ have been accused, convicted, nor have we been found guilty in any of the offenses listed in Article 3 of Act No. 458, supra, in Puerto Rico, the United States of America or any other Country under any



legislative, judicial or administrative procedure. Nor are under administrative, judicial or legislative investigation by any offense listed under the Act referred to above.

8. I swear and endorse this affidavit with no intention to defraud, but with the purpose of the relevant authorities have knowledge of the facts.
9. I make this affidavit for legal purposes.
10. What I have said is the truth and nothing but the truth.

FOR THE RECORD, I sign this in the city of \_\_\_\_\_, Puerto Rico, today, \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Name  
Social Security

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, of legal age and resident of  
\_\_\_\_\_, personally known to me or identified by means of \_\_\_\_\_ in  
\_\_\_\_\_, Puerto Rico, in \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT G-2**  
**STATEMENT UNDER OATH IN COMPLIANCE WITH LAW 428 [FOR INDIVIDUALS]**  
**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)**  
**PUBLIC PRIVATE PARTNERSHIP AUTHORITY**  
**AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL**  
**MUNICIPALITY OF CAGUAS, PUERTO RICO**

I, \_\_\_\_\_ (first name, including last name), of legal age, \_\_\_\_\_ (marital status), \_\_\_\_\_ (profession) and resident of \_\_\_\_\_, Puerto Rico, under a formal oath, state:

1. My personal circumstances are as stated.
2. My social security number is \_\_\_\_\_.
3. The employer identification number with the IRS is \_\_\_\_\_.
4. My domicile and residence are in \_\_\_\_\_.
5. Law 458 of December 20, 2000, as amended by Law 428 of September 22, 2004, demands that any natural or legal person that wants to do business with the Government of Puerto Rico, certify under oath has not been convicted or pleaded guilty of the offenses listed in Article 3 of the Act, as detailed:
  - a. illegal appropriation, in all its forms;
  - b. extortion,
  - c. construction fraud,
  - d. fraud in the execution of construction work,
  - e. fraud in the delivery of things,
  - f. undue interference in the procurement process, auction or government operations,
  - g. bribery, in all its forms,
  - h. aggravated bribery,
  - i. bribery offer,
  - j. undue influence,
  - k. crimes against public funds,
  - l. false written preparation,
  - m. false written presentation,
  - n. document falsification,
  - o. possession and transfer of forged documents.
6. In order to meet with the above provisions, CERTIFY that I have never been accused, convicted, nor have I been found guilty in any of the offenses listed in Article 3 of Act No. 458, supra, in Puerto Rico, the United States of America or any other Country under any legislative, judicial or administrative procedure. Nor am I under administrative, judicial or legislative investigation by any offense listed under the Act referred to above.
7. I swear and endorse this affidavit with no intention to defraud, but with the purpose of the relevant authorities have knowledge of the facts.
8. I make this affidavit for legal purposes.
9. What I have said is the truth and nothing but the truth.

FOR THE RECORD, I sign this in the city of \_\_\_\_\_, Puerto Rico, today, \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Name  
Social Security

AFFIDAVIT NO. \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, of legal age and resident of  
\_\_\_\_\_, personally known to me or identified by means of \_\_\_\_\_ in  
\_\_\_\_\_, Puerto Rico, in \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT H  
SCOPE OF WORK**

**PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP**

**JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO**

The Department of Education of Puerto Rico (DE) is promoting the rehabilitation of an old historic structure to maintain its educational purposes as a high school. This structure is one of four buildings designated by the State Historic Preservation Office (SHPO) as a historical monument in the Town Center of the Municipality of Caguas. Therefore the proposed improvements must be performed in accordance with the requirements established by the Institute of Puerto Rican Culture and SHPO, in order to maintain the building's status as a Historic Monument.

1. This Project's objective is to restore, remodel and improve the exterior and interior of the existing concrete structure facilities and its infrastructure, according to Construction Documents: Drawing, Technical Specifications, General and Supplementary Conditions. The structure is distributed in two (2) floors with a total area of 25,212 square feet. The old historic structure will continue to be used as a high school, providing a total of 20 academic modules and administrative offices. Improvements to the basketball court, termite eradication treatment, waterproofing roof treatment, installation of a chair lift, an electric generator and a water cistern tank will also be provided to complement the school needs. Contractor must account for corrective work needed to address existing conditions of sanitary and storm drainage infrastructure problems.
2. Contractor must provide one (1) year of maintenance services as per specifications and guidelines described in the **Conservation Program**, part of this RFP.

EXHIBIT I  
NON-SKILLED LABOR WORK FORCE CERTIFICATION  
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

PROPOSER; \_\_\_\_\_

PROPOSER hereby acknowledges and certifies that it will comply with the requirement contained in **Section 19.1.4 of the RFP** to the effect that PROPOSER will hire at least thirty (30) percent of its non-skilled labor work force from bona fide residents of the Municipality of Caguas. Non compliance with this requirement at any given time will be considered a material violation of the contract executed as a result of the referred to RFP.

Name of Proposer

\_\_\_\_\_  
By: \_\_\_\_\_

Name and title of official signing

Affidavit No. \_\_\_\_\_

Sworn and subscribed to before me by \_\_\_\_\_, of legal age, (single/married), and resident of \_\_\_\_\_ in (his/hers) official capacity of \_\_\_\_\_ of Proposer, personally known to me this \_\_\_\_\_ of \_\_\_\_\_ 201\_\_\_\_, in San Juan, Puerto Rico.

Notary Public

EXHIBIT J  
FORMAT FOR RFP QUESTION SUBMITTAL  
PUERTO RICO INFRAESTRUCTURE FINANCING AUTHORITY (PRIFA)  
PUBLIC PRIVATE PARTNERSHIP AUTHORITY  
AFI-BP-14-10-AAPP

JOSÉ GAUTIER BENITEZ HIGH SCHOOL  
MUNICIPALITY OF CAGUAS, PUERTO RICO

**FORMAT FOR RFP QUESTIONS SUBMITTAL**

Project: |  
Bid Package  
Number: |  
RFP Questions  
Due Date: |

**QUESTIONS**

Date: |  
Company: |

- 
- 1.
  - 2.
  - 3.

**ATTACHMENT 1: RELEASE AND AUTHORIZATION FORM**

We \_\_\_\_\_ (name of Proposer), have submitted a Proposal to the Puerto Rico Infrastructure Authority (PRIFA) in response to Request For Proposals (RFP) No. AFI-BP-14-10-AAPP for the construction of the José Gautier Benítez High School in Caguas, Puerto Rico. In response to a request from PRIFA, in order to assure the transparency of the evaluation process of the Proposals contained in Section 12.7.1.10 of the RFP, we hereby waive the confidentiality granted by Article 9 (i) of Law No. 29 of 8 June 2009 and Section 5.1 (b) of the Regulation For The Procurement, Evaluation, Selection, Negotiation And Award of Public-Private Partnership Contracts Under Act 29 of June 2009 adopted on December 19, 2009, as it pertains to the line item identified as Sub-Total Construction Cost and Total Proposal Cost of Exhibit A and Exhibit A-1 (the Information) of the RFP. No information properly identified as confidential or business or trade secret will be made public by PRIFA or the Public-Private Partnership Authority (PPPA), on behalf of which PRIFA is managing this process as per an Assistance Agreement.

We also agree to have PRIFA and/or the PPPA conduct the submittal process in accordance with Section 12.11.5 of the RFP.

It is understood and accepted that if this Attachment 1 is submitted blank, it will irrevocably be construed as a tacit authorization to PRIFA to read the Information out loud, in accordance with Section 12.11.5 of the RFP.

It is also understood that if we, or any other proponent, do not choose to authorize the Information to be made public, no Information from any of the submitted Proposals will be read out loud, and no action will be taken by PRIFA against us or any other proponent; and, this will not reflect negatively in the evaluation of any Proposal.

Authorized

Not Authorized

In San Juan, Puerto Rico this \_\_\_ of January, 2014.

\_\_\_\_\_  
Proponent Authorized Officer

\_\_\_\_\_  
Corporate Seal