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CENTRO COMPRENSIVO DE CÁNCER  
UNIVERSIDAD DE PUERTO RICO

**COMMONWEALTH OF PUERTO RICO**

**UNIVERSITY OF PUERTO RICO COMPREHENSIVE CANCER CENTER**

**UNIVERSITY OF PUERTO RICO COMPREHENSIVE CANCER CENTER  
PROCUREMENT AND BIDDING REGULATION**

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**Approved: Omar J. Marrero Díaz**

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## **PART I. GENERAL PROVISIONS**

### **ARTICLE 1-TITLE**

These rules shall be known as the “University of Puerto Rico Comprehensive Cancer Center Procurement and Bidding Regulation” (hereinafter the “Regulation”).

### **ARTICLE 2 - LEGAL BASIS**

This regulation is adopted by virtue of the powers vested on the University of Puerto Rico Comprehensive Cancer Center (hereinafter referred to as “the CCCUPR” or “the Center”) under Article 5, subparagraphs (1) and (j) of Act No. 230 of August 26, 2004, as amended, which creates the UPR Comprehensive Cancer Center.

Pursuant to Act No. 128 of August 16, 2020, the CCCUPR is excluded from the provisions of Act No. 8 of February 4, 2017, known as the “Government of Puerto Rico Human Resources Administration and Transformation Act,” as well as the provisions of Act No. 230 of July 23, 1974, known as the “Puerto Rico Government Accounting Act;” Act 3-





2017, known as the “Act to Address the Economic, Fiscal, and Budget Crisis to Ensure the Functioning of the Government of Puerto Rico; Act 26-2017, known as the “Fiscal Plan Compliance Act;” Act 73-2019, known as the “General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico of 2019,” and all regulations enacted under said laws.

### **ARTICLE 3 – PURPOSE**

This Regulation is adopted for the purpose of establishing the rules and procedures to be followed by the CCCUPR for the procurement of equipment, materials, goods, and non-professional services, in accordance with the laws governing said practices. The purpose of this Regulation is to maintain a sound public administration, as well as ensuring the best use of resources in order to achieve greater efficiency at the CCCUPR.

### **ARTICLE 4 – APPLICABILITY**

This Regulation shall extend and be applicable to all transactions involving the procurement of goods, materials, equipment, and non-professional services performed by the CCCUPR, as well as CCCUPR employees, vendors, bidders, and related persons who





intervene directly or indirectly in the aforementioned processes. This Regulation shall not apply to transactions for the procurement of professional services.

## ARTICLE 5 – DEFINITIONS

For the purposes of this Regulation, any term used to refer to a person or title shall be understood to refer to both the masculine and the feminine gender. The words and phrases used in this Regulation shall be interpreted as and shall have the meaning given by common and ordinary usage, except as otherwise provided.

The following terms shall have the meanings stated below:

- A. Acquisition or Procurement – The act of obtaining a good or service through a transaction.
- B. Award – The act of evaluating the offers or proposals received in response to a bidding document or a request for proposals in order to award a bid to the Bidder who better meets the established criteria, specifications, conditions, and terms, that is, to the Bidder who offers the best value.



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- C. Bid Board – Refers to the five (5) members who are responsible for studying, evaluating, and awarding bids for the acquisition of goods and non-professional services based on the needs of the CCCUPR, applicable laws, and this Regulation.
- D. Bid Bond – Provisional support or guarantee that must be provided by the Bidder in order to ensure that they will maintain their offer during the entire bidding or request for proposal process. Bid bonds must be issued by insurance companies authorized by the Office of the Commissioner of Insurance of Puerto Rico to do business in Puerto Rico. The guarantee must be ten percent (10%) of the proposal value or its equivalence in money, or as provided in the bidding documents or the request for proposals. In the event of alternative proposals being filed for the same bid or process, the guarantee must be sufficient to cover the highest bid.
- E. Bidder – Any natural or legal person who participates or who may participate as a tenderer in a particular bidding process by submitting an offer or proposal.
- F. Board of Directors – Refers to the CCCUPR Board of Directors.
- G. CCCUPR – The University of Puerto Rico’s Comprehensive Cancer Center.
- H. Contract – A written agreement or covenant between the CCUPR and the contractor, who shall be the successful Bidder in a bid or proposal procedure, which will outline the terms under which the Bidder will provide the goods and/or services.



- I. Emergency – Unexpected and unforeseen needs caused by calamities that are beyond human control and which require immediate action for any of the following reasons:
1. The life or health of one or more individuals are at risk;
  2. There is a risk of loss or damage of public property;
  3. CCCUPR operations are at risk of being suspended or adversely affected. Any situation in which the validity of funds may expire, without administrative negligence, oversight, or delay, shall also be considered as an emergency, as well as the loss of any opportunity to acquire the desired supplies or services that may adversely affect the proper functioning of the CCCUPR and that is so identified by the Executive Director. Immediate needs arising as a consequence of administrative delays or oversights shall not be considered as an emergency.
  4. Any other situation as may be determined by applicable laws, regulations, or executive orders.
- J. Equipment - Refers to all movable property with a useful life of at least two (2) years and which may be used repeatedly without changing its nature or being exhausted. Its unit cost usually exceeds \$500.00.
- K. Exceptional Purchase – Any purchase that is exempt from processing under a formal bidding, request for proposal, or informal purchase procedure due to the existence of





the circumstances provided in Article 11 of this Regulation.

- L. Formal Bid or Request for Proposal Procurement– Purchases in excess of \$100,000 whose award to a particular bidder must be approved by the CCCUPR's Executive Director.
- M. Formal Bid – Tendering method to be used for the acquisition of goods and non-professional services whose cost is equal to or greater than \$100,000 and whose award is approved by the Executive Director.
- N. General Purchasing Organization (GPO) – An entity that uses the aggregate volume of its members' demand for goods and materials to negotiate discounts and special offers with manufacturers, distributors, and other vendors of such goods and materials, resulting in cost savings and efficiencies for its members.
- O. Goods – Includes movable property; complementary, substitute, consumer, or capital goods, or anything that is capable of moving by itself or by another force, and which may or may not be fungible, including, but not limited to, the following: food, office supplies and equipment; building materials and equipment, ground and air transportation means, land or maritime area; school supplies; medical and scientific equipment; equipment, machinery, and materials related to the processing of information by electronic means, the parts, accessories, and materials necessary for their maintenance and repair, as well as any elements necessary for their operation.



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- P. Informal Purchase – Tendering method to be used for the acquisition of goods and non-professional services whose cost is less than \$100,000.00.
- Q. Item – Any merchandise acquired or about to be acquired.
- R. Materials – The items necessary for the performance of a service or a work. Their useful life usually does not exceed two (2) years and their nature may change or they may be exhausted upon being used. The unit cost usually does not exceed \$500.00.
- S. Non-professional Services – Services whose main provision does not consist of the product of intellectual, creative, or artistic work, or the management of highly technical or specialized skills.
- T. Offer or Proposal – The offers or proposals submitted by Bidders or proponents as a response to a Bid Notice or a Request for Proposals. It is also the offer submitted by a vendor or service vendor to a request for quote as part of an informal procurement process.
- U. Performance Bond – Financial guarantee required from a Bidder or proponent to ensure compliance of an obligation incurred. Performance bonds shall be paid in accordance with the provisions of this Regulation or as provided in the bidding document or the request for proposals, depending on the procurement process. These bonds must be issued by insurance companies authorized by the Office of the Commissioner of Insurance of Puerto Rico to do business in Puerto Rico.



- V. Purchase – The total amount of combined related needs, whether they be goods or non-professional services that must be acquired in the same transaction or at the same time due to them sharing a common purpose or common vendors, or because it serves the public interest. The terms “purchase” and “acquisition” shall be used interchangeably throughout this document.
- W. Purchase or Service Order – An official document issued to a vendor for the acquisition of goods or non-professional services.
- X. Purchasing/Procurement Officer – An official appointed to make purchases for the CCCUPR.
- Y. Request for Proposal – Tendering method to be used for the procurement of goods and non-professional services whose cost is equal to or greater than \$100,000.00 and whose award is approved by the Executive Director, who allows the offeror and the administration to negotiate while the received proposals are being evaluated. The Request for Proposals (RFP) allows for a negotiated acquisition and grants bidder the opportunity to review and modify their offers and proposals.
- Z. Request for Qualifications (RFQ) – Method to be used in the procurement of goods, work, or specialized services involving highly technical and complex matters, whereby potential proponents are asked to submit their qualifications to participate in a subsequent Request for Proposal process. This mechanism shall consist of a dual





process. Proponents will be qualified during the first phase of the process, while the second phase will include the issuance of the Request for Proposals and the award of the procurement contract.

AA. Requestor – CCCUPR employee authorized to submit a request to the Purchasing Office in order to initiate a process for the procurement of goods or non-professional services. The request requires authorization from the requestor's supervisor or his/her authorized representative, regardless of the amount of the request, prior to submitting the request to the Purchasing Office.

BB. Sole Sourcing – Method or procurement where there is only one (1) vendor or only one (1) vendor participates in any acquisition process.

CC. Specifications – The main characteristics of goods or non-professional services, used as reference for each item of a quote, bid, or proposal, as well as the required physical, functional, aesthetic, or quality features that describe said goods and non-professional services.

## **ARTICLE 6 – PURCHASING PROCEDURE**

A. The Purchasing Office shall be responsible for guiding, streamlining, and facilitating the acquisition of goods and/or non-professional services required by requestors, using



the procurement methods provided under this Regulation. The Purchasing Office shall not be responsible for the acquisition of professional services, which shall be addressed as determined by the Executive Director or his/her authorized representative.

- B. All Purchasing Office officers authorized to request or approve the acquisition of equipment, materials, and non-professional services will be guided by need, usefulness, and austerity criteria.
- C. Approval shall be granted only for the acquisition of equipment, materials, or non-professional services that are strictly necessary to perform the activities for which they will be acquired.
- D. CCCUPR employees may not accept special treatment or royalties, lend money to, or take money from, a business firm or individual who provides services or supplies to the CCCUPR.
- E. Purchasing Manager Duties and Responsibilities
  - 1. Developing and implementing the administrative rules and procedures for the purchasing, receipt, and delivery of movable property, as applicable.



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2. Assist the Bid Board in the analysis for the acquisition of equipment, materials, and non-professional services, based on de quality, price, specifications, payment terms, delivery, warranty, and other considerations of the offers submitted by vendors.
3. Issuing a purchase order for the acquisition of materials, equipment, or non-professional services once the corresponding procurement process has been conducted in accordance with the provisions of this Regulation.
4. Any other duty as indicated hereof.

F. Purchasing Officer Duties and Responsibilities

1. Managing the purchase of equipment, materials, services, parts, and other supplies of the best quality, price, and delivery conditions in the market, in accordance with current laws and regulations.
2. Recommending the purchase of the most convenient merchandise, taking into account the quality, use, origin, and cost of said merchandise.
3. Maintaining, along with the Accounts Payable Department, or as established by the Executive Director, a physical or electronic file for each vendor, by fiscal year,





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which will contain the purchase orders and all documents generated during the process.

4. Any other functions as provided in this Regulation.

G. Procurement Process:

1. The procurement process shall begin when the interested Requester completes a Requisition using the physical or electronic system established for this purpose and sends it to the Purchasing Office.
2. The Requester shall be responsible for providing and documenting to the Purchasing Office all technical data, special conditions, and any other necessary information that must be included in the bidding documents or purchase orders for the goods and/or non-professional services being requested. The price request shall be the same for all participants and shall include a description of the item with all its particular characteristics, unit price, and brand, if applicable, among other details. The Requester shall provide the information in writing using the methods established for this purpose.
3. The Requester must ensure that the necessary funds are available in the institutional unit's corresponding budget items. The cost to be incurred in transporting the acquired equipment or materials to the CCCUPR from the point of delivery, or in



installing said equipment or materials, as applicable, shall be included as part of the price. The Requisition for this purpose must include an estimated total price and must identify the account(s) from which the payment will be made and the Finance Department's approval. If the quotes received exceed the estimated total price, the Purchasing Office must inform the Requester and provide him/her with due justification so that the Requestor can obtain the approval for the budget overage and notify the Purchasing Office in writing in order to proceed with the purchase. This authorization may be requested and granted by electronic means (fax or email).

4. In the case of Exceptional Purchases, the purchase request must be accompanied by a written justification stating the reasons that make the purchase of an item of a specific brand or with certain special characteristics indispensable, so that, if justified by said reasons, the purchase can be made without following a Formal Bid and/or Informal Bid process.
5. All purchase requests must be submitted to the Purchasing Office at least fifteen (15) calendar days prior to the estimated date when the requested item or service will be needed. However, Requestors shall consider the time it takes to publish, study, award, and deliver the procured products or services, as well as any situations that may be experienced by the industry or the delivery process. Therefore, all requests must be submitted well in advance in order to ensure availability of the requested product or service to address the identified need. Requests submitted



within a shorter period than the one provided herein in the event of an emergency or when the Requestor becomes aware of the need in a shorter time period and said need may have an adverse effect on the facility's services or clinical research activities. The Requestor shall be responsible for keeping in contact with the Purchasing Office until the procured good or service has been obtained and for evaluating any alternatives that may be available at the CCCUPR or on the market, if necessary.

6. The Purchasing Office shall keep an electronic file that will contain the documents related to all steps taken towards the acquisition of the requested goods, including the price request sent to vendors, quotes, purchase order, change notice, when applicable, and any other communication and information required for all purchases authorized under this Regulation.
7. No transactions shall be performed in which purchases have been fragmented in order to allow said transaction to be conducted under different rules or at a different level, depending on the amount involved. Each Requester shall be required to perform an annual, biannual, and/or quarterly assessment of existing needs so that needs can be combined into one single purchase procedure or as may be in the best interest of the CCCUPR. The Purchasing Office shall evaluate whether it is appropriate to consolidate similar purchases from several requesters when awarding a procurement contract, by taking into account each Requester's





specifications, source of funds, or particular needs in order to determine if said transactions can be made in the most cost-effective and institutionally convenient way, in accordance with this Regulation.

8. When making a purchase, the Purchasing Office may only change or modify the characteristics, conditions, or specifications of the required good after consulting with and obtaining the Requestor's written consent, which may be requested and authorized by electronic means (ex. via fax or email). Evidence of the Requestor's written consent shall be made part of the file.
9. When the purchase requires special expertise, the Purchasing Office, or the Bid Board, as applicable, may appoint a committee to participate in the technical evaluation of the offers submitted by vendors, either at their own initiative, following consultation with the Requestor, or at the Requestor's request.
10. When the purchase request is equal to or greater than \$100,000.00, or when unforeseen circumstances arise that warrant changes in prices, quantity, specifications, or other conditions that may cause the purchase request to be equal to or greater than \$100,000.00, the Purchasing Office shall refer the request to the Bid Board for their evaluation and recommendation.

#### H. Signing of Contract and/or Issuance of a Purchase Order



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1. Once the corresponding selection process has been completed in accordance with the rules established in this Regulation, a purchase order shall be issued or a contract shall be signed, as applicable. The Purchasing Manager or his/her authorized representative shall issue the purchase orders stating the terms and conditions established with the vendor. Contracts shall be signed by the Executive Director or his authorized representative.
2. No materials, supplies, equipment, items, or services shall be obtained without an available budget and without a purchase order, or without signing the corresponding contract. A record shall be kept of all purchase orders for all materials received and those pending receipt, as well as all payments made against said purchase orders.
3. Any purchases requiring advance payment shall be made as an exception and shall be authorized by the Finance Director. The reason for making this type of purchase must be included in the file for that purchase order.

I. Recurring Purchases

- a. As part of its procurement processes, the CCCUPR shall provide for recurring purchases to be conducted with the vendor, to the extent possible, through annual contracts or for a specific period not to exceed one (1) fiscal year, for specified or



unspecified amounts with prearranged prices, whereby direct purchases shall be conducted as needs arise.

- b. In certain instances, Blanket Purchase Orders may be issued for institutional benefit, whereby the vendor shall provide goods or non-professional services through multiple partial deliveries at a predetermined unit cost. This shall be subject to repayment through partial payments issued in the amount of each order delivered or through monthly invoicing, depending on the nature of the goods and services.

#### J. Delivery and Receipt of Goods

1. If the receiving officer officially receives the ordered goods and then determines that they were received in bad condition or they do not meet the specifications or any of the contractual terms, the receiving officer shall immediately report the situation to the CCCUPR's designated official and shall indicate the circumstances that led to the receiving officer's failure to properly inspect the goods prior to receiving them officially. In this case:
  - a. Notice shall be given to the vendor to pick up the goods.
  - b. The CCCUPR shall not be responsible for any loss or damage caused to rejected goods that are not picked up promptly.





- c. A claim shall be submitted to the vendor(s) concerned and measures shall be taken as deemed appropriate, according to the provisions of this Regulation.

## **ARTICLE 7 – BID BOARD**

A. The Bid Board shall be comprised of:

1. The CCCUPR's Executive Assistant Director, who will serve as Chair of the Board.
2. The CCCUPR's Chief Financial Officer, or in his/her absence, the highest-ranking financial professional at the CCCUPR, who will serve as Secretary.
3. The CCCUPR's General Services Director.
4. The CCCUPR's Hospital Administrator.
5. One (1) Researcher, who shall be appointed by the Executive Director and will serve a four (4)-year term or until a successor is appointed and takes office.

B. The Bid Board shall be responsible for deciding and determining the method to be used for the procurement of goods, equipment, supplies, materials, and non-professional services whose cost is equal to or exceeds \$100,000.00, based on the needs of the CCCUPR and in compliance with all applicable laws and regulations. The Bid Board shall also intervene in any other procurement issues as the Executive Director may deem appropriate.

C. The Executive Director shall also appoint two (2) alternate members to replace the Bid



Board's permanent members if necessary. Alternate members shall serve a four (4)-year term or until their successors are appointed and take office.

- D. Bid Board meetings shall be called by the Chair of the Board or by its Secretary. In the absence of the Chair of the Board, a member other than the Bid Board Secretary shall replace the Chair of the Board. Board meetings may be held using electronic video and/or audio platforms.
- E. Three (3) Bid Board members shall constitute a quorum and agreements shall be adopted by a majority of members present, further providing that, in the event of a tie, the case will be decided by the Executive Director. The Bid Board may also make decisions through electronic voting, following the requirements established above.
- F. The Bid Board may invite a specialist, preferably a fellow employee and/or the primary user of the item, good, or service to be procured, as the Board may deem necessary for the assessment of a specialized bid in which the Board believes that this specialist's input would be useful due to the technical aspects of the procurement. This specialist shall clarify any doubts regarding usage, warranties, or any other specific information that may be important for the Bid Board's decision-making process.
- G. The Bid Board may appoint technical committees to assist in the evaluation of proposals. The Board will evaluate the recommendations issued by said committees and will have discretion to accept or reject said recommendations.



- H. The Secretary of the Bid Board shall keep a meeting minutes book that shall contain all the issues, agreements, and recommendations made at each meeting held. The Secretary shall also ensure that as many Bidders as possible are able to participate in formal bids.
- I. Bid Board members will not receive any payment or remuneration for the services rendered as board members.

## **PART II. PROCUREMENT METHODS**

### **ARTICLE 8 – INFORMAL PURCHASES**

The purchasing of goods, materials, or non-professional services whose cost is less than \$100,000.00 or whose annual consumption may be determined in advance and its cost is less than \$100,000.00, may be conducted as provided below:

- A. When the estimated cost of the good to be procured is less than \$1,000.00 in a single transaction, the purchase may be performed with the written quote from one single Bidder. However, evidence must be provided showing that quoted prices are considered reasonable as compared to the normal cost of items in the local market, whether through additional or comparable quotes or based on their experience with previous purchases.





- B. When the estimated cost of the goods to be procured is equal to or greater than \$1,000.00 and less than \$100,000.00 in a single transaction, a written quote shall be requested from at least three (3) Bidders, if available in the market, without this in any way limiting the participation of as many Bidders as possible.
- C. Prices obtained from Bidders' official websites may be accepted as quotes, in which case, a printed or digital copy of said prices must be recorded on file as evidence.
- D. The number of Bidders shall be subject to the existence of sufficient supplying companies for the item to be procured.
- E. Although requesting quotes from other vendors will not be necessary for purchases made under a contract, a purchase order must be issued in order to keep a record of these purchases. A direct purchase under a contract is a purchase made from a vendor that is under contract with the CCCUPR as a result of a proposal or a bid awarded to said vendor, as authorized by this Regulation, and whose contract is currently in force.

## **ARTICLE 9 – FORMAL BID**

When the amount of a purchase is equal to or exceeds the sum of \$100,000.00 for each item, or if the annual consumption may be determined in advance and is equal



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to or exceeds the amount of \$100,000.00, the procurement of goods, materials, or non-professional services may be conducted using the Formal Bid procedure provided below:

A. Invitation for bids

a. A Public Bid shall be conducted in cases where the lowest bidder will be considered for the provision of the goods or services being sought, taking into account the criteria for compliance with other requirements, such as financial capacity, delivery time, experience, and warranties, among others. A Public Bid Notice shall be issued to this end.

b. The Public Bid Notice may be issued in the press, over the internet, or by any other means that will allow for the greatest number of Bidders to be invited.

The Public Bid Notice shall include the following information:

- i. The CCCUPR's name.
- ii. Bid number and purpose.
- iii. Availability of the documents to submit proposals with instructions on where and how to obtain a copy of the bidding documents.
- iv. Date, time, and location where the pre-bid meetings and bid openings will take place.
- v. Requirement to submit a Bid Bond and percentage of bond required in



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accordance with the Regulation.

vi. Any other information that the CCCUPR may deem relevant and that should be included.

c. The Public Bid Notice must be issued at least ten (10) calendar days before the deadline to submit proposals.

d. The Bid Board, or its authorized representative, shall set the date and time when tenders will be closed, as well as the date, time, and exact location where bid documents will be opened. This information shall be included in the Public Bid Notice or in the bidding documents.

e. A bid may be cancelled or amended for justified reasons, by notifying the corresponding Bidders prior to the date and time scheduled for the opening of the bid.

B. Bidding Documents and Instructions for the Submission of Proposals

1. The bidding documents shall include full and detailed specifications of the goods and non-professional services they wish to procure.

2. They shall also state the required delivery and inspection terms and conditions,





when these are essential for award purposes.

3. The bidding documents shall specify the date, time, and location where the envelopes or emails containing the bids will be opened.
4. All bidding documents shall include specific instructions regarding how bids must be submitted, as well as the terms and conditions that will govern the transaction. These terms and conditions, along with the aforementioned specifications, shall constitute the basis for the Contract or Purchase Order.
5. Bidding documents shall outline the necessary elements to enable Bidders to make their offers, including the submission period and deadline.
6. Cases that are subject to special conditions or restrictions shall include a note clearly stating said conditions, in order to allow for a proper bid processing and assessment. For example, the note must indicate whether a product sample will be required for evaluation and how will said sample be disposed of once it has been evaluated.
7. In cases where Bidders are required to submit certifications or special documents as part of their tender or offer, the basic terms of said requirement shall be established in a clause included to that effect.



8. If the proposal requires the installation of equipment, the specifications must include a clause stating that the work to be performed must comply with all common existing engineering and safety regulations and standards.
9. Any acceptable early payment discounts shall be defined, in compliance with all applicable federal and state laws, as well as the shortest period of time required to make the payment condition acceptable.
10. References to specific product brands shall be used only as a guide to help Bidders to determine the class and type of desired items. In these cases, Bidders may quote prices for other brands that meet the specifications outlined in the invitation for bids. An invitation may be issued for the procurement of specific brands if it can be justified, based on previous experience or for any other reason, that these brands are the ones that best meet the needs of the CCCUPR. The purchase file shall include a report explaining the reasons for the use of said brands.
11. Quotes may be requested for the total purchase amount of a group of line items of the same business area, if it is deemed to be in the best interest of the CCCUPR. However, no restrictive specifications will be included that may limit competition in any way.
12. The period to be set for the delivery of items or services shall be reasonable, based



on local business facilities, provided that it does not interfere with the needs of the CCCUPR.

13. Where circumstances warrant, a performance bond shall be required for all tendered services and this requirement shall be included in the invitation for bids. This bond shall be paid by the offeror to whom the bid is awarded and shall cover the bid's full awarded value, or as provided by the Bid Board.
14. When processing payments to Bidders who are awarded a procurement contract or part a contract, the CCCUPR shall make a deduction for each consecutive day of delay in complying with the terms of delivery, specifications, and other conditions within the agreed period, as provided in the bidding documents or in the Contract with the selected Bidder. Said amount shall be established based on the urgency with which the CCCUPR needs the products or services, the availability of said products and services in the market, the costs and inconveniences that such a delay may cause to the CCCUPR, and any other factor deemed relevant. The performance bond shall also cover the payment of damages. The amount to be paid for any delay in the delivery of goods in no way constitutes a fine, but damages agreed between the parties to compensate the CCCUPR for any additional costs and other inconveniences.
15. When all material, equipment, or service specifications are not included in the





Invitation for bids, either because it was published in newspapers or for any other reason, a copy of all related documents shall be available at the CCCUPR, and it shall be stated in the bid documents (“pliego de subastas”).

16. All bidding documents shall specify the terms for challenging or protesting an award.
17. An Invitation for bids may be canceled or amended for justified reasons, by notifying the corresponding Bidders prior to the date and time scheduled for the opening of the bid.

#### C. Bid Submission

##### 1. Receipt of Bids

- a. Sealed bids from Bidders shall be accepted by the Secretary of the Board from the date when the Invitation for Bids is sent to the deadline date and time for the opening of the bid. Bids may be sent by email or may be hand-delivered to CCCUPR personnel, as provided in the Bid Notice.
- b. Bidders must submit evidence of a bid bond equivalent to ten percent (10%) of the total proposal amount, as guarantee that they will maintain their offer throughout the entire bid process. This bid bond must be issued on behalf of the CCCUPR by a company recognized by the Commissioner of Insurance of Puerto Rico. Bonds issued by certified or cashier’s check or money order must



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be made payable to the CCCUPR. No cash bid bonds will be accepted. Once the bid process has been completed and the bid has been awarded or canceled, Bidders may request that their bid bonds be returned. Bid bonds may be collected at the CCCUPR; alternatively, they will be sent by mail.

- c. Sealed envelopes containing the Bids submitted by Bidders will be marked with CCCUPR's official time and date stamp, indicating the date and time when they were received. If a Bid submission is sent by email, in which the bid or tender is included as an attachment, they will be identified with the Bidder's name, address, and phone number and the bid number. All bids submitted will remain in the custody of the Bid Board or its authorized representative until the date and time established for the opening of the bidding documents. No tenders will be accepted after the date and time established for the opening of the bidding documents. If a natural event or special circumstances result in the closure of CCCUPR offices, thereby preventing tenders from being personally delivered on the scheduled deadline, tenders will be submitted on the day when the CCCUPR resumes operations, at the time originally provided or at any other time that may be notified in due course.
- d. Under no circumstance will envelopes be opened until the date and time specified for their opening. If any of the sealed envelopes containing a bid or



tender is opened by mistake, the person who opens the envelope must follow the following procedure:

- i. Seal the envelope immediately, ensuring that its entire original contents are inside the envelope.
- ii. Write and sign their name on the outside of the envelope and indicate their position or title.
- iii. Hand over the envelope to the Secretary of the Bid Board, who will write an explanation on the envelope along with the date and time when it was opened and will sign the envelope.
- iv. The Secretary of the Bid Board will prepare a minute to record the event in the minutes book.

## 2. Types of Bids and Rules Applying to the Receipt of Bids:

- a. Several Bids by the Same Bidder – Only one tender will be accepted from each Bidder for each bid. If a business submits several tenders for the same bid, either on their own behalf or on behalf of any of their subsidiaries or branches, or on behalf of some or several of their partners, agents, or officers, all of those tenders will be declared invalid.
- b. Alternate Bid – Alternate bids, that is, a main offer and one or several alternate





offers, will be accepted for items of similar quality and at different prices, provided that the invitation for bids has included a provision to that end.

- c. Basic Bid – Bidders will submit quotes based on the unit prices for each of the line items in which they wish to participate, which shall constitute their basic offer.
- d. "All-or-nothing" Bid - In addition to the basic bid, "All-or-nothing" bids will be accepted establishing conditional prices on that basis for one or several line items, a group of items, or all items. Unless otherwise stated in the Bidder's tender, the additional "all-or-nothing" bid shall not prevent the CCCUPR from accepting the individual prices contained in the basic bid by unit price.
- e. Lump Sum Bid – As a replacement for "all-or-nothing" bids, Bidders will be allowed to submit a quote based on the contract's global price (lump sum). A Bidder may offer a discount on the quoted lump sum based on unit prices, provided that said discount is applied to all items for which a quote is being submitted. Unless otherwise specified in the Bidder's tender, the Bid Board may consider and accept individual line items from any tender, thus discarding the lump sum, if it serves the public interest.



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- f. Estimated Price Bid – Tenders based on estimated prices that may vary during the invoicing process will not be accepted, unless a provision or clause has been included in the invitation for bids stating the conditions in which price changes will be accepted once a bid has been awarded.
3. Under no circumstances may CCCUPR officials and employees and its operational components intervene directly or indirectly with Bidders in the preparation and submission of bidding documents, nor may they provide any guidance or suggestions or influence in any way the awarding of bids.
4. Proposal or Bid documents must be signed in ink or indelible pencil by the Bidders or their authorized representatives.
  - a. Unsigned bids may be considered if, prior to the opening of the bid, the affected Bidder or their authorized representative has submitted a letter or other signed document justifying the absence of said signature and accepts the corresponding responsibility.
  - b. An unsigned bid may also be accepted if the bidding documents include a document or letter signed by the Bidder where direct reference to their proposal is made.



## 5. Delivery of Goods or Services

In cases where a specific delivery [date] is not required, Bidders must indicate the period or date within which they will deliver the goods or render the required services.

The delivery may be one of the main conditions in the evaluation of a bid, provided that it is so stated in the Invitation for bids and that it serves the public interest.

## 6. Change or Modification of Bids

Any change or modification that may vary the terms of a previously submitted Bid shall be performed by written communication addressed to the Bid Board and must be submitted in a sealed envelope duly identified with the name, date, and time scheduled for submission of the Bid, the Bidder's name and address, and information indicating the reasons to modify the Bid. All corrections or changes to bidding documents must be duly initialed by the Bidder; otherwise, the Bid will be void for the corresponding line item(s).





No modifications will be accepted after the specified deadline for the submission of bids. All bid modifications will be opened on the date and time scheduled for the opening of the bid, along with the original bid.

## 7. Withdrawal of Bids

- a. Bids may be withdrawn by written notice before the opening of the bid.

The withdrawal of bids after the opening of a bid shall be conditioned to clearly establishing that it was made by mistake and that it may not be supported as a reasonable offer.

- b. Effect of the withdrawal of bids:

Bidders may not submit an alternate offer or tender once they have withdrawn an offer for a specific bid.

If a Bidder insists on withdrawing their bid or refuses to accept an issued purchase order without justified reason, it shall be deemed that the Bidder is in breach of the contract and they may be imposed any sanctions as the CCCUPR may deem appropriate, as provided in paragraph F of this Article.



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8. All bids submitted by Bidders will become a part of the file of the bid in which they participated and will become the property of the CCCUPR, regardless of whether the formal bid is cancelled or awarded. However, any confidential information involving business or trade secrets, or information protected by copyright, among other legal provisions, may not be disclosed by the Bid Board or by any other government entity. Therefore, all confidential and protected information must be attached to the bid by the Bidder in a separate sheet and must be identified as “Confidential and Protected Information.”

9. Bids must be made in dollars and cents, by line item.

C. Bid Opening event

1. On the day set for the opening of proposals, everyone present will be required to sign an attendance record, in addition to writing the name of the firm or corporation they represent and the position they hold at said company.
2. The Bid Board, or its authorized representative, will declare the bid open at the time, date, and location indicated in the Invitation for bids, and shall proceed to open the proposal documents.



3. The Bid Board, or its authorized representative, will verify the accuracy of the proposals, will verify compliance with all necessary requirements, and will ask for the bids to be read aloud.
4. Changing or modifying a bid once it has been opened and read will not be allowed under any circumstances.
5. The cancellation of a bid by a Bidder, after the opening of bidding documents has begun and without showing any justified reasons, shall be considered as a breach of contract.
6. The Bid Board reserves the right to consider bids received after the date and time of the closing of a bid, but it will never consider any bids received after the day and time set for the opening of the bidding documents.
7. All bids received once the established deadline has expired will be returned to their respective Bidders, unopened, with an explanatory letter.

The Bid Board may consider the following factors for the evaluation of proposals:

1. Puerto Rican Industry Investment Act – In awarding a bid, the provisions of Act No. 14 of January 8, 2004, and Act No. 109 of July 12, 1985, shall be considered, as well as the provisions of any other law or regulation that may be applicable at





the time of the procurement and which establish a certain preference for the purchasing of merchandise, provisions, supplies, equipment, and materials produced, manufactured, or assembled in Puerto Rico. Said preference must be claimed by Bidders through their corresponding identification, which shall be stated in the Invitation for Bids.

2. Lowest Bidder – Bids shall be awarded to the lowest offeror, by taking into account, in addition to the previous requirements, other factors such as: the submitted specifications, the early payment discounts offered, their financial liability, the delivery or performance time offered, and the experience with bidders in previous contracts regarding their compliance with the contract terms.
3. Rejection of Lowest Bid
  - a. The Bid Board may reject the lowest-priced bid if the Board is aware and there is evidence that the Bidder has not satisfactorily complied with any previously awarded contracts, particularly with contracts entered into with any Government department.
  - b. The lowest bid may also be rejected if it does not meet the bidding specifications, requirements, and terms.



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- c. The Bid Board reserves the right to reject the lowest bid if, in its opinion, said bid does not serve the best interest of the CCCUPR or there is reasonable doubt as to any parameter included in the lowest offer. For this to happen, the Bid Board will have to put its arguments into writing and bring them to the attention of the Executive Director, who shall issue a final decision on the award.
  - d. If the Bid Board believes that the quality of the product or equipment that is the subject of the bid is not equal to or better than the one requested.
4. Delivery Term as Key Factor – If the call for bids does not specify that the urgency with which the requested products must be delivered will be considered as a key factor, then the lowest bid may not be rejected, provided that it meets all other conditions, in order to award the bid to a higher bidder offering a faster delivery.

If, after the bid opening, it is determined that the delivery factor may adversely affect the development of the program, it shall become a key factor in the evaluation of bids for the award of contracts.

5. Line-Item Award – The Bid Board may accept or reject any line item, or any group(s) of line items included in any bid and may also order smaller quantities than the ones specified, based on what is in the best interest of the CCCUPR,



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provided that it has not been conditioned by the Bidder to accept a different offer.

Bids may also be awarded by grouping line items, when deemed appropriate and convenient to the public interest.

6. Single Bid – In cases where a bid is received from one single Bidder, it may be accepted by the Bid Board, provided that it is considered fair and reasonable.
7. Tied Bids – Two or more bids are considered to be tied when their prices, specifications, and other conditions stipulated in the Invitation for Bids are identical. In these cases, the Bid Board may:
  - a. Decide the tie based on their experience with Bidders in previously awarded contracts.
  - b. Announce a new bid where only tied Bidders will be allowed to participate.
  - c. Award the bid by a drawing in the presence of the tied Bidders. In the event that the Bidders' representatives do not appear to the drawing, the drawing may be held before impartial witnesses.





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d. In exceptional cases, the Bid Board may award the bid to both Bidders, provided that their written approval is obtained.

8. Rejection of All Bids – Any or all bid proposals may be rejected at any time during the bidding process, prior to the issuance of purchase orders, if:

a. One or more of the Bidders fail to comply with some of the stipulated requirements, specifications, or conditions.

b. It is considered that an adequate competition has not been achieved.

c. The prices obtained are unreasonable.

d. There are no sufficient funds available to pay for the goods or services of the lowest-priced bid.

e. The bids show that bidders control the market for the requested product and have colluded to quote unreasonably high prices. In this case, the Bidders involved in this practice will be subject to the penalties provided herein.

f. In each of the cases listed in this paragraph, the Bid Board may act in accordance with the best interests of the Center to:



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- i. Conduct a negotiated purchase as provided in this Regulation,
- ii. Announce a new bid, or
- iii. Address the issue in the most beneficial way for the CCCUPR, based on the circumstances.

9. Acceptable Deviations – The Bid Board may excuse or disregard any minor informality or deviation in the Bids received, such as deviations from specifications, terms, and conditions that do not interfere with the use, functioning, and quality of the goods or services requested, provided that it is in the best interest of the public.

F. Notice of Award or Cancellation of Bids

1. Formal bid awards will be notified in writing to all participating Bidders. These notices will be sent to all Bidders via certified mail or email.



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2. Once the Bid Board notifies the award of a bid, bid bonds will be disposed of in the following manner:
  - a. All bid bonds submitted by Bidders, including that of the winning Bidder, will be available to be returned to their rightful owners after the signing of the corresponding contract or purchase order with the selected offeror and once the period to challenge the award has expired.
  - b. In cases where an award is challenged, the bids submitted by the successful bidder and the challenging bidder will be withheld until the signing of a contract or purchase order.
  - c. If after ten (10) days of having been summoned to appear to the contract award, the successful Bidder fails to appear, the bid bond will be called in order for the Bidder to cover the excess of what was quoted by the second lowest bidder, regardless of whether or not said amount exceeds the difference between the guarantee and the second lowest bidder and without the Bid Board being under any obligation to automatically award the contract to the second lowest bidder.

G. Penalties to Bidders for Breach of Contract





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In the event of a breach of contract and a determination of lack of financial or any other type of responsibility by contractors, the Executive Director or his/her authorized representative may impose penalties or measures as it deems necessary for the protection of the public interest, as provided below:

1. Seizing any bid or performance bond(s) filed.
2. Purchasing the items from any other supply source, charging the difference between the price paid and the quoted price to the contractor who breached their contract or to their bonding company.
3. Cancelling other orders issued to the contractor and which are still pending delivery, if it is believed that said orders are at risk of not being fulfilled.
4. Abstaining from requesting prices and awarding contracts to Bidders who have outstanding debts with the State due to breach of contracts.
5. Removing from Bidder's lists, for as long as it deems appropriate, the name of any firm that is in breach of a contract or that is otherwise found to be in default.
6. Charging any pending amount or charging the amount due for breach of contract.



#### H. Challenging, Protesting, or Appealing a Bid or Award

A party that has been adversely affected by the invitation to formal bid or award may challenge or protest the award before the CCCUPR' Executive Director. To do this, they must follow the procedure outlined below, which will also be explained in the invitation for bids:

1. All challenges or protests must be made in writing and must be duly justified.
2. The filing of a protest to an invitation for bids shall be made no later than five (5) working days from the date of publication of the invitation for bids or prior to the opening of the bid, whichever occurs first.
3. The filing of a protest to a bid award shall be made in the following manner:
  - a. The protest must be filed no later than twenty (20) days counted from the mailing date of the notice of award or the sending of a notification by mail or email informing the bid award. If the filing date of the copy of the bid award notification is different from the mailing date or the email date, the period to file a protest shall be calculated based on the mailing date or the email date, as



the case may be. The Executive Director must consider a protest within thirty (20) days of its filing.

- b. The Executive Director may refer the protest to the Bid Board for its evaluation.  
In this case, the Bid Board will issue a recommendation which may be accepted or rejected by the Executive Director.
- c. If the Executive Director makes a determination regarding the protest, the Bidder who is adversely affected by said decision may file a request for review before the Court of Appeals within twenty (20) days, counted from the date when a copy of the Executive Director's decision resolving the dispute was mailed or emailed.
- d. If the Executive Director fails to take action regarding the challenging of a bid within the time specified herein, it shall be understood that the protest has been rejected categorically rejected and the twenty (20)-day period to request a judicial review shall begin from that date.
- e. The mere filing of a request for review will not have the effect of stalling the award of the challenged bid.

#### I. Negotiated Purchases After a Formal Bid Process





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1. A contract may be negotiated if it is in the best public interest, when:
  - a. All offers received are rejected.
  - b. The prices quoted are too high.
  - c. The terms of the offers are onerous in any way.
  - d. The bids received deviate substantially from CCCUPR requirements and it is not in the public interest to hold a new bid, or the holding of a new bid will lead to the same results.
  
2. The following must be considered when negotiating a purchase:
  - a. To the extent possible, the negotiation shall conform to the specifications, terms, and conditions set out in the bid.
  
  - b. Upon evaluating the quotes received, negotiations will begin with the lowest bidder. If the lowest-priced offer is not the most convenient for the CCCUPR, a written record will be left on file explaining the reasons that prevented the acceptance of said offer based on the negotiation, and the next lowest bidder will be evaluated.
  
  - c. When all offers received deviate substantially from CCCUPR requirements or from the funds available for a specific purchase, and a new bid may not be called, all Bidders whose offers may be acceptable shall be given a new opportunity to improve their offers, in writing. The signing of contract with any bidder whose revised offer better serves the public interest shall be authorized.



- d. Any procurement decision involving this type of transaction shall not be subject to appeal, review, or protest.

## ARTICLE 10 – REQUEST FOR PROPOSALS

The purchase of goods, materials, or non-professional services equal to or exceeding the amount of \$100,000.00 per line item, or if the annual consumption can be determined in advance and is equal to or exceeds the amount of \$100,000.00, may be conducted by following the Request for Proposals procedure under the circumstances provided herein.

A. The Request for Proposals procedure may be used when any of the following circumstances exists:

1. When the goods, materials, or non-professional services to be procured are highly sophisticated, specialized, technical, or complex;
2. When there are few qualified providers available, or;
3. When the Bid Board determines that negotiating with bidders offers greater benefits to the CCCUPR.

B. The Request for Proposals procedure may include a Request for Information (RFI)



from suppliers or service providers, at the discretion of the Bid Board, but said request for information shall not in any way impose on the CCCUPR the obligation to issue a Request for Proposals. A Request for Information may be issued independently in order to obtain information on potential suppliers or service providers and to be able to compare them. Requests for information and requests for proposals may be issued jointly or separately, as appropriate.

- C. In cases where specific skills are required, a Bidder prequalification process may be conducted as provided below:
1. A Request for Qualifications (RFQ) Notice shall be issued through any of the available means of communication, either through the press, on the internet, or any other method through which the largest number of potential Bidders may be reached.
  2. Bidders shall submit the documents required in the Request for Qualifications in order for them to be evaluated by the Bid Board.
  3. Once the Qualification process has been completed, the Bid Board will send qualified Bidders and invitation to submit a proposal for the equipment or services for which a Request for Qualifications was issued.





D. The Request for Proposals Invitation may be published in the press, on the internet, or through any other means that may allow them to reach the largest number of potential Bidders. The publication of the Request for Proposals Invitation must be made at least ten (10) calendar days in advance of the deadline to submit proposals. The Invitation must include the following information:

1. The CCCUPR's name.
2. Request for Proposal's number and purpose.
3. Availability of the documents to submit proposals with instructions on where and how to obtain a copy of the Request for Proposal documents.
4. Date, time, and place where proposals will be received.
5. Date, time, and place where proposals will be opened.
6. If it has been decided that a pre-proposal meeting will be held, the date, time, and venue of said meeting will be indicated, including whether attendance is compulsory.
7. The invitation shall indicate whether the proposal must be submitted along with a Bid Bond equivalent to the percentage provided in this Regulation.
8. Any other information that the CCCUPR may consider relevant and that must be included.

E. The Bid Board may amend any Request for Proposals invitation or documents prior to



the date and time established to receive the proposals, if it is in the best interest of the CCCUPR. The Bid Board may also change the date, time, or place designated for the opening of proposals, by notifying all Bidders.

F. The Bid Board may cancel or amend the Request for Proposals process before or after the opening event, provided that a contract has not been signed or a that purchase order has not been issued, if the cancellation of the process is in the best interest of the CCCUPR.

G. The RFP documents must include the following:

1. Full specifications and clear and detailed descriptions of the supplies and non-professional services they intend to procure.
2. Proposal evaluation and selection criteria.
3. Required delivery and inspection terms and conditions, when they are essential for award purposes.
4. Date, time, and place where proposals will be opened.
5. Specific instructions regarding how proposals must be submitted, as well as the terms and conditions that will govern the process. Said terms and conditions, along



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with the specifications, shall constitute the basis for the Contract or Purchase Order.

6. Notice to Bidders that copies of related documents will be available at the CCCUPR when said documents are not included in the specification documents of the goods, materials, or non-professional services they intend to procure.
7. Instructions regarding the method, procedure, and amount of time that Bidders will have to request the clarification or interpretation of any requirement contained in the RFP documents, specifying that all requests and replies shall be made in writing, except for requests made during a pre-proposal meeting.
8. A warning that the CCCUPR may amend any document up to two (2) working days in advance of the deadline to receive proposals if said amendment involves additional changes or requests that must be included in the proposal, or at any time before the opening event if the amendment does not affect the submission of proposals.
9. A warning that the CCCUPR may cancel or amend the Request for Proposals process before or after the opening event, provided that a contract has not been signed or that a purchase order has not been issued, if the cancellation of the process is in the best interest of the CCCUPR.
10. Any warnings that may be necessary concerning the use of individual negotiation





with regard to the terms, conditions, quality, solution, or prices, or a combination of factors, in order to obtain more benefits for the CCCUPR; the fact that the price will not necessarily be the most important factor in awarding the contract; and the possibility that an award may be made without negotiation.

11. A warning that the award notice shall not constitute the formal agreement between the parties and that the signing of the corresponding contract or the issuance by the CCCUPR of a purchase order signed by an authorized representative will be required.
12. Cases subject to special conditions or restrictions shall include a note to that effect, clearly stating such condition, in order to allow for an adequate processing and evaluation of the proposal. For example, whether a product sample will be required for evaluation and how said sample will be disposed of once it has been tested.
13. In cases where Bidders are required to submit a certification or special documents as part of their proposal, the basic terms of said requirement shall be established in a clause included for said purpose.
14. Where a proposal requires the installation of equipment, the specifications must include a clause stating that the work to be performed must comply with all common existing engineering and safety regulations and standards.



15. Any acceptable early payment discounts shall be defined, in compliance with all applicable federal and state laws, as well as the shortest period of time required to make the payment condition acceptable.
16. References to specific product brands shall be used only as a guide to help Bidders to determine the class and type of desired items. In these cases, Bidders may quote prices for other brands that meet the specifications outlined in the invitation for bids. An invitation may be issued for the procurement of specific brands if it can be justified, based on previous experience or for any other reason, that these brands are the ones that best meet the needs of the CCCUPR. The purchase file shall include a report explaining the reasons for the use of said brands.
17. Quotes may be requested for the total purchase amount of a group of line items of the same business area, if it is deemed to be in the best interest of the CCCUPR. However, no restrictive specifications will be included that may limit competition in any way.
18. Proposals may be requested for the purposes of awarding master multiannual contracts.
19. The period to be established for the delivery of items or services shall be reasonable, based on local business facilities, provided that it does not interfere with the needs of the CCCUPR.



20. Where circumstances warrant, a performance bond shall be required for all tendered services and this requirement shall be included in the invitation for bids. This bond shall be paid by the offeror to whom the bid is awarded and shall cover the bid's full awarded value, or as provided by the Bid Board.
21. When processing payments to Bidders who are awarded a procurement contract or part a contract, the CCCUPR shall make a deduction for each consecutive day of delay in complying with the terms of delivery, specifications, and other conditions within the agreed period, as provided in the bidding documents or in the Contract with the selected Bidder. Said amount shall be established based on the urgency with which the CCCUPR needs the products or services, the availability of said products and services in the market, the costs and inconveniences that such a delay may cause to the CCCUPR, and any other factor deemed relevant. The performance bond shall also cover the payment of damages. The amount to be paid for any delay in the delivery of goods in no way constitutes a fine, but damages agreed between the parties to compensate the CCCUPR for any additional costs and other inconveniences.
22. All RFP documents shall specify the terms for challenging or protesting an award.
23. Any other criteria that the CCCUPR may deem necessary to include in the RFP





documents.

- H. Sealed proposals shall be accepted by the Secretary of the Bid Board from the date when the invitation is sent to the deadline date and time established in the invitation or in the RFP documents. Proposals may be sent by email or may be hand-delivered to CCCUPR personnel, as provided in the corresponding invitation or RFP documents. Proposals must be countersigned (signed or initialed) by the Bidder's authorized representative. The Bidder must submit evidence documenting the signing representative's authority.
- I. If required in the RFP invitation or documents, all Bidders must submit evidence of a bid bond equivalent to ten percent (10%) of the total proposal amount, as guarantee that they will maintain their offer throughout the entire process. This bid bond must be issued on behalf of the CCCUPR by a company recognized by the Commissioner of Insurance of Puerto Rico. Bonds issued by certified or cashier's check or money order must be made payable to the CCCUPR. No cash bid bonds will be accepted. Once the process has been completed and the bid has been awarded or canceled, Bidders may request that their bid bonds be returned. Bid bonds may be collected at the CCCUPR; alternatively, they will be sent by mail.
- J. Sealed envelopes containing the proposals filed by Bidders will be marked with CCCUPR's official time and date stamp, indicating the date and time when they were



received. If a proposal is sent by email, in which the bid or tender is included as an attachment, they will be identified with the Bidder's name, address, and phone number and the RFP number. All offers submitted will remain in the custody of the Bid Board or its authorized representative until the date and time established for the opening of the bidding documents. No tenders will be accepted after the date and time established for the opening of the bidding documents. If a natural event or special circumstances result in the closure of CCCUPR offices, thereby preventing tenders from being personally delivered on the scheduled deadline, tenders will be submitted on the day when the CCCUPR resumes operations, at the time originally provided or at any other time that may be notified in due course.

- K. The Bid Board will evaluate the proposals based on the evaluation criteria established in the corresponding RFP documents. The Bid Board may designate an evaluation committee that will review and analyze proposals and recommend the selection of one or more of the proposals that best serve the interests of the CCCUPR.
- L. The Bid Board and the evaluation committee, if authorized by the Bid Board, may hold discussions and may negotiate with Bidders following the procedures outlined below:
  - 1. The CCCUPR shall not be bound in any way by any statement made or any action taken by the Bid Board or the evaluation committee during said discussions and negotiations.



2. The Bid Board or the evaluation committee may invite Bidders to attend one or more private meetings or interviews. The purpose of each meeting or interview will be to clarify and ensure comprehension of all contract requirements; improve technical aspects of the proposal in an effort to promote compliance with the performance specifications and requirements and/or reduce the price; provide guidance to Bidders regarding any deficiencies found in their proposals, so that they have the opportunity to meet the requirements; try to remove any uncertainties that may exist without revealing information relating to other proposals or to the evaluation process; discuss price-guaranteeing data and any relevant details that may help improve a proposal.
3. Discussions or negotiations may be held completely or partly through written communications without personal meetings or interviews, at the discretion of the Bid Board or the evaluation committee. They may also be held using any web-based platform.
4. Bidders whose proposals meet the provisions established in the RFP documents will be afforded a fair and equal treatment in terms of their opportunity to discuss and review the proposals. However, given that the information discussed in said meetings may vary with each Bidder, these reviews or discussions will be based on the particular facts and circumstances of each proposal.





5. The Bid Board or the evaluation committee may give Bidders a reasonable opportunity to submit any price, cost, technical, or any other modification to their proposal.
6. Bidders must submit in writing any substantial verbal clarification of a proposal.
7. No oral or written discussions will be required in cases where it is determined, based on the existence of a full and open competition, or based on previous experience regarding the cost of the product or service, that the acceptance of the most favorable initial proposal without discussion will result in the best value for the CCCUPR, provided that a notice has been included in the RFP documents informing all Bidders of the possibility that the contract may be awarded without discussion.
8. The Bid Board or the evaluation committee may require Bidders to submit amendments to their Proposals (“Best and final offer”) in response to the discussions and negotiations held.
9. The Bid Board and the evaluation committee shall keep all discussions and negotiations confidential. No information related to the proposals or evaluations may be discussed with anyone other than the Bidder who submitted said proposal prior to the award of the Contract.



- M. The Bid Board may cancel the RFP documents if it is in the best interest of the CCCUPR.
- N. The Bid Board, under the approval of the Executive Director, will award the contract to the responsive Bidder whose proposal represents the best value for the CCCUPR in accordance with the evaluation criteria established in the corresponding RFP documents.
- O. The Bid Board will send its final award determination by mail or email to all the Bidders who participated in the process.
- P. A party that has been adversely affected by the RFP invitation or its award may challenge or protest the award before the CCCUPR's Executive Director. To do this, they must follow the procedure outlined in Article 9(H) of this Regulation.
- Q. For any cases not contemplated in this Article, the formal bid procedure may be used by analogy or as guide by the Bid Board or the evaluation committee.

## **ARTICLE 11 – EMERGENCY PURCHASES**

- A. When emergency circumstances arise, as the term is defined in this Regulation, the Executive Director or his/her authorized representative may authorize the acquisition



of a good or service without resorting to a Formal Bid or an Informal Purchase procedure.

- B. The requestor must provide the Purchasing Office with a justification for the acquisition, detailing the goods and services requested, the amount, and their purpose. This justification must include the approval of the Executive Director or his/her authorized representative.

In cases where the Executive Director or his/her authorized representative's authorization cannot be obtained prior to the purchase, said authorization must be obtained no later than ten (10) days after the Emergency situation has concluded.

## **ARTICLE 12 – EXCEPTIONAL PURCHASES**

Exceptional purchases shall include all purchases that are exempt from processing using a Formal Bid or Informal Purchase procedure due to the sole and exclusive presence of the circumstances described herein. These purchases shall be considered as exceptional because, given their nature, they would not meet the objective of addressing an identified





need with the urgency demanded by the situation if they were required to follow an ordinary process, among other circumstances. The use of exceptional purchases mechanisms shall be limited, so that purchases or acquisitions are conducted using ordinary bidding methods that will guarantee the maximum possible competition.

A. The following are the circumstances under which Exceptional Purchases may be made, which must be justified and documented in writing in the purchasing file:

1. When the goods or services to be procured are part of an existing contractual agreement with the CCCUPR and the purchase is made under the terms of previous contracts or bids, provided that it benefits the CCCUPR.
2. When prices are not subject to competition due to them being regulated by law or by a government authority.
3. When only one supply source or vendor is available.
4. When replacement parts, accessories, additional equipment, or supplemental services are needed for any equipment whose repair or service is under contract.
5. When the equipment, materials, or services to be procured are specialized in nature, or when a particular type or brand is desired because of the proven good service of similar units, the economic benefits of maintaining multiple unit consistency, or for



their superiority in the type and quality of the service to be obtained for the purchased unit and its conservation, all of which must be justified in writing in the requisition.

6. The purchasing of commonly consumed materials and supplies for the Hospital or the Radiotherapy Center, including medications, laboratory reagents, surgical items, medical-surgical supplies, food, and office supplies whose prices vary on a weekly or monthly basis, or which must be kept in stock to ensure a constant supply. All purchases covered under this exception shall be exempt from the Formal Bid procedure but must follow the Informal Purchase process.
7. Specialized equipment and materials that the Lead Researcher of a research project determines are necessary for the use and development of a research project whose proposals have been approved and which has been granted funds for the acquisition of equipment and materials.
8. When the purchase is related to scientific, biomolecular, or living cell items, or other items as may be specified. This purchase shall be signed by the Lead Researcher in charge of the study and shall be accompanied by a document explaining and demonstrating the exclusivity of said material.
9. When a purchase must be made outside Puerto Rico due to the lack of known and qualified vendors in the local market that may provide the supplies or services



desired or when the conditions offered in said markets are more advantageous than those of the local market.

10. When purchasing from the Government of the United States or an agency of the Government of Puerto Rico.
11. When the purchase is made using a government system such as the GSA, where the price has already been reduced to the federal standard and/or as low as possible as part of the qualification of the contract, and as soon as the CCCUPR qualifies for said discount.
12. When the Governor has declared a state of emergency.
13. When no bids are received after an invitation for bids or a request for proposals has been issued.
14. When all quotes, tenders, or proposals received as part of a Formal Bid process are rejected for failure to meet the specifications or conditions or because their price is unreasonably high, and an agreement has not been reached with any of the bidders following the negotiated purchase process established in Article 9(I) of this Regulation.
15. When a purchase is made through a GPO.





16. When a purchase is made under the terms of previous contracts or bids made by the CCCUPR or by other government entity of the Government of Puerto Rico, provided that it benefits the CCCUPR.

B. Exceptional purchases whose total amount is equal to or greater than \$100,000.00 shall be referred to the Bid Board for their evaluation and recommendation and shall require the approval of the Executive Director or his/her authorized representative prior to proceeding with the purchase of the procured good or service, without the need to conduct a Formal Bid procedure. All exceptional purchases whose total amount is less than \$1000,000.00 will be evaluated by the Purchasing Office. In the case of recurring purchases, the estimated consumption during the entire fiscal year will be considered, while such an evaluation will not be necessary for subsequent purchases of the same good during the same fiscal year.

#### **ARTICLE 13 - ORIGINAL BID AND PROPOSAL FILE AND DOCUMENT RECORD KEEPING**

A. Due to their fiscal nature, original bid or proposal files and documents shall be kept for a period of six (6) years or until an intervention has been conducted by the Office of the Comptroller of Puerto Rico, whichever occurs first.



- B. However, the original files and documents of bids or proposals that are under investigation or pending legal action shall be retained until such investigation or legal action has been resolved.
- C. On the other hand, original bid and proposal files and documents for which remarks have been made in the Office of the Comptroller of Puerto Rico's intervention reports shall be kept until final action is taken on them

### **PART III. MISCELLANEOUS PROVISIONS**

#### **ARTICLE 14 – SEVERABILITY**

If any of the provisions of this Regulation is declared to be void or invalid by a court of competent jurisdiction, said determination shall not affect the validity of the remaining provisions hereof, which shall remain in force.

#### **ARTICLE 15 – VALIDITY**



GOBIERNO DE PUERTO RICO  
CENTRO COMPRENSIVO DE CÁNCER  
UNIVERSIDAD DE PUERTO RICO

This Regulation shall come into effect thirty (30) days after the date of its filing with the Puerto Rico Department of State and shall apply to all procurement procedures initiated after its entry into force.

Approved in San Juan, Puerto Rico, on October 24, 2022.

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William Méndez Latalladi, MD,  
Chairman of the Board of Directors