

DEPARTMENT OF ECONOMIC  
**DEVELOPMENT**  
AND COMMERCE



**REQUEST FOR PROPOSALS  
FOR  
ASSET MANAGEMENT SERVICES FOR  
MAYAGÜEZ REGIONAL CENTER  
IN MAYAGÜEZ, P.R.**

**Issued by the  
Department of Economic Development and Commerce**

**Date Initial RFP Issued: July 9, 2024**

**Registration Deadline: July 16, at 4:30 p.m. AST**

**Proposals Due Date: August 21, 2024, at 4:30 p.m. AST**

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## 1.0 Purpose and Intent

The Department of Economic Development and Commerce (“DEDC”) was created by the Department of Economic Development and Commerce Reorganization Plan of 1994, Plan No. 4 of June 22, 1994, as amended, and pursuant to the Department of Economic Development and Commerce Reorganization Plan Implementation Act of 2018, Act No. 141 of July 11, 2018. DEDC is responsible for implementing and supervising the execution of Puerto Rico's public policy for economic development in the different business sectors, as well as promoting the academic, professional, social, and entrepreneurial training and development of the country's citizens, to promote the active integration of young people in economic development initiatives and efforts.

In order to acquire professional services for the maintenance of the Industrial Park located in Mayagüez, Puerto Rico (hereinafter, the “Property”), DEDC issues this Request for Proposals (the “RFP”) to solicit qualified firms with experience to provide **full-service property management services** to manage the maintenance, incidental repairs, and capital expenditures of the Property.

The Property comprises four (4) occupied warehouse-distribution buildings and one (1) occupied office-retail building totaling a gross leasable area of 433,925 square feet, with corresponding loading dock platforms, truck maneuvering areas and parking stalls on an industrial warehouse development with a land area of 153,522.71 square meters: equal to 39.0604 cuerdas as per CRIM tax identification map.

Additional improvements include a water tank and perimeter fencing and gates. The warehouse buildings are multi-tenant warehouse/distribution design with a loading dock platform along their length. The building, with typical average quality finishes for warehouse occupancy, were observed in average-fair condition.

The Property is located north of the Algarrobo Avenue in the Sabanetas Ward of Mayagüez, Puerto Rico. To the west of the Property is State Road #2 and the Mayagüez Veteran Hospital. The Property is located 3.1 kilometers from the Port of Mayagüez.

The warehouses are constructed of reinforced concrete platforms. Block walls up to ten (10) feet high continue with metal walls and metal gable roofs mounted on metal beams.

For a depiction and further description of the Property, see **Attachment B** to this RFP.

The award of the RFP will be to the Proponent(s) or Respondent(s) whose Proposal(s), conforming to this RFP, is most advantageous to DEDC. Financial terms and other factors further described herein will also be considered. As such, DEDC may award this RFP to one, some, all, or none of the Proponents, and reserves the right to cancel this RFP at any time.

## 1.1 Contract Term

The contract will be for a term of five (5) years, subject to possible extension to be agreed between the parties under the terms of the contract to be awarded.

It should be noted that DEDC reserves the right to re-bid the contract if the Selected Proponent fails to comply with the terms of the contract.

## **1.2 Registration**

Only potential proponents that register with DEDC will be permitted to participate in the RFP (“Registered Proponent”). Please note that by registering to participate in this RFP, each Registered Proponent agrees to and shall be bound by all the terms and conditions of this RFP. To be considered a Registered Proponent, the Proponent must complete and file with DEDC the registration form attached hereto as Exhibit A. Registered Proponents will also be permitted to direct to DEDC questions or requests for clarification regarding the RFP. Non-Registered Proponents will not be permitted to participate in this RFP.

## **1.3 Proposal Submission**

Proposals shall be submitted by August 21, 2024, on or before, but no later than 4:30 p.m. Atlantic Standard Time (AST). Responses to the RFP submitted after the prescribed deadline will not be accepted. Proposals must include any exhibits, appendices and/or attachments to be deemed complete, and consequently, duly submitted.

All correspondence, documents and related information submitted by Respondents in connection with this RFP shall be written in the English or Spanish languages. If documents are submitted in a language other than English or Spanish, a full English translation shall also be provided.

Respondents shall submit their Proposals on a USB in searchable Adobe Acrobat PDF format and one (1) hard copy to the following physical address to the attention of:

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Department of Economic Development and Commerce  
PO Box 362350  
San Juan, P.R. 00936-2350

**Attention:** José L. Rivera Melía

**Email:** [jose.rivera.melia@ddec.pr.gov](mailto:jose.rivera.melia@ddec.pr.gov)

**Physical Address:**  
Road 165 Km 2.4, Pueblo Viejo Ward  
Guaynabo, Puerto Rico

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Hard copy documents submitted in original must be in a binder and must be properly marked with the title of this RFP, and duly signed by a representative of the Respondent authorized to make a legal and binding offer. All Respondents must submit a redacted copy of their Proposals as required

in Section 5.0. Proponents shall identify any information submitted that is considered confidential or privileged, as appropriate.

#### **1.4 Prohibited Communications, Non-Collusion and Rejections**

Except for questions submitted by interested parties on or before the date indicated in Section 1.4 of this RFP, or as otherwise provided herein, including but not limited to Sections 3.0, 3.1 and 3.2, communications with other representatives of DEDC or the Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proponent's Proposal.

Proponents will be required to execute a Non-Disclosure Agreement hereby included as **Attachment C**, to prevent the disclosure of information provided as part of this RFP process.

Proponents will also be required to execute a Non-Collusive Affidavit hereby included as **Attachment D**.

DEDC and/or the Government reserve the right to reject all Proposals received in response to this RFP when determined to be in the Government's best interest, and to waive minor noncompliance in a Proposal. DEDC and/or the Government further reserve the right to make such investigations as they deem necessary as to the qualifications or perceived conflicts of interest of all firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal(s). If any or all Proposals are rejected, DEDC and/or the Government reserve the right to re-solicit Proposals.

#### **1.5 Questions & Answers and Site Visits**

Any questions regarding this RFP or the evaluation of Proposals shall be submitted on or before August 21, 2024 in writing via electronic mail only to the following address: jose.rivera.melia@ddec.pr.gov and must reference this specific RFP in the subject line of the email. No telephone inquiries will be accepted. Answers will be issued by 4:30 p.m. AST on August 2, 2024 and will be posted on DEDC's website at [www.desarrollo.pr.gov](http://www.desarrollo.pr.gov). All information posted on DEDC's website is deemed incorporated into this RFP.

**No questions will be accepted after the deadline provided in the above schedule.**

During the same period provided for questions & answers, DEDC may, at the request of an interested party, provide access to the Property and make available a Site Visit, to be in position to provide a complete proposal in accordance with the circumstances of the Property.

#### **1.6 Local Participation**

DEDC and the Government have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise, particularly with respect to asset management, operations, and maintenance, to the greatest extent possible.

Proponents are encouraged to include Local Party(ies) as part of their team. Also, the Proponents should explain how the Local Party(ies) will add value to the team and their expected role.

### 1.7 RFP Timeline

Target Date	Event
July 9, 2024	Publication of RFP
July 16, 2024	Registration Deadline – 4:30 p.m.
July 17, 2024	Site Visit
July 24, 2024	Questions
August 2, 2024	Answers
August 21, 2024	Proposal Submission Deadline – 4:30 p.m.
September 4, 2024	Notice of Award Expected
September 25, 2024	Execution of Agreement Expected

Please note that the RFP timeline includes target dates and may change subject to the sole discretion of DEDC. It is the responsibility of Respondents to periodically review DEDC’s website for regular updates to the RFP timeline and other important information.

### 1.8 Revisions to the RFP

DEDC may issue addenda in the event it becomes necessary to revise any part of this RFP. Additionally, the published questions and answers, and any other pertinent information will be provided by addenda to the RFP or official notice from the RFP coordinator, as authorized by the Secretary. Addenda will be published on DEDC’s website and shall be the sole responsibility of Respondents to periodically review that website for any revisions to the RFP and other important information.

### 1.9 No Obligation to Contract

Issuance of this RFP does not constitute a commitment by DEDC or the Government to award a contract. The execution of a contract will be subject to all approvals required by law, including the Financial Oversight and Management Board for Puerto Rico (FOMB), if applicable. **DEDC will not have any binding obligation, duties, or commitments to the Selected Respondent(s) until and unless a contract has been duly executed and delivered by DEDC after approval by the appropriate governmental authorities. If DEDC is unable to negotiate a mutually satisfactory agreement with the Selected Respondent(s), it may, in its sole discretion, negotiate with the next highest-ranked Respondent(s) or cancel and reissue a new RFP.**

**DEDC reserves the right to accept or reject, in whole or in part, one, some, all or none of the Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time, prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico.** If any or all proposals are rejected, DEDC reserves the right to re-solicit proposals.

## **1.10 Definitions/Acronyms**

**“Applicable Law”** means any law, statute, ordinance, code, rule, or regulation, federal or local, as well as any order, writ, injunction, decree, ruling, determination, award, permit or variance of any federal or local governmental body, in effect now or as it may become applicable in the future, or any binding agreement with any federal or local governmental body, including technical standards, codes and specifications.

**“Bidder”, “Proponent” or “Respondent”** means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.

**“Evaluation Committee”** refers to a committee designated by DEDC, which will evaluate all complete Proposals pursuant to the criteria listed in Section 3.0 of this RFP.

**“Government”** refers to the Government of Puerto Rico, or any Government Entity and/or municipalities.

**“Government Entity”** refers to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Executive Branch, whether existing or to be created in the future.

**“Key Individuals”** means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

**“Local Parties”** means local professionals and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

**“Proposal”** means a formal offer submitted in response to this RFP.

**“Public Interest”** means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

**“RFP”** means this Request for Proposals and addenda issued by DEDC.

**“Secretary”** refers to the Secretary of the Department of Development and Commerce of Puerto Rico.



“Selected Proponent” or “Selected Respondent” means the successful proponent to whom the RFP is awarded.

“Team Member” means a member of a Respondent. Team Members should be identified in Respondents’ submissions and not be changed without the consent of DEDC.

## **2.0 Scope of Services**

DEDC hereby requests proposals from experienced and qualified firms or companies to design and draft proposals for the asset management of the Property.

The Services requested include, but are not limited to, the management of all buildings, facilities, equipment, easements, and/or other tangible assets located on the Property, including security services, landscaping services, among other functions (i.e. utilities, repairs and maintenance of equipment and assets; maintenance of electric generators, water pumps, mechanical rooms, fire prevention system, study and safety recommendations, among others).

For this purpose, Respondents should describe their general concept and vision of the services required in this RFP (“Property Management Plan”). Within the Property Management Plan, Respondents shall provide a plan identifying the positions and numbers of personnel (“Property Management Staff”) that the Proponent plans to have for the Property to provide the property management services effectively and efficiently under this RFP (“Staffing Plan”). The Staffing Plan should provide details of oversight of Property Management Staff. Proponents shall provide resumes for Key Individuals. The main objective is to maximize DEDC's resources to improve the Property to achieve efficient management, with emphasis on cost reduction and profit increases, as well as the reorganization of current rules and processes.

### **MINIMUM PERSONNEL REQUIRED**

#### **A. PROPERTY MANAGER**

- Must have extensive experience in day-to-day operations at the Property, as well as extensive experience in property management and maintenance. In addition, the Property Manager must be available to respond to any need that may arise.

#### **B. SUPPORT STAFF**

- Support staff should have experience in the areas of governance, regulatory, planning, management, accounting, finance, and maintenance.

### **SERVICES REQUIRED**

#### **A. OPERATIONAL SERVICES AREA AND CAPITAL EXPENDITURES**

##### ***i. Maintenance***

- Preparation and coordination of work plans, including all scheduled and unscheduled maintenance work, including but not limited to:

1. Landscaping of common areas and, some lots and yards of buildings that are not leased in their entirety to a single tenant.
2. Cleaning of warehouses restrooms that are not completely leased to a single tenant.
3. Cleaning of guardhouse restrooms.
4. Cleaning of floors and restrooms of Mayagüez Administrative offices. Garbage collection.
5. Cleaning of unoccupied platforms of warehouses.
6. Cleaning of storm drains.
7. Maintenance of fire pump systems.
8. Cleaning and maintenance of fire pump rooms.
9. Inspections and certifications of fire systems, fire hoses and fire alarms.
10. Repairs and maintenance of fire water piping systems.
11. Repairs and maintenance of roofs due to leaks.
12. Painting of building exteriors, which are not contracted to a single building.
13. Street asphalt repairs and maintenance.
14. Repairs and maintenance to the electrical system that supplies the warehouses and buildings.
15. Repairs and maintenance of sanitary and potable water piping system.
16. Repairs and maintenance of air conditioning systems.
17. Maintenance of chain link fences at the Mayagüez Industrial Park.
  - Supervision of work and daily operation and compliance with work plans.
  - Communicate with DEDC and tenants regarding building/ Property issues that will affect them.
  - Log all tenant maintenance requests for future reference.
  - Administration and management of the services of contractors and suppliers of the Property.
  - Identify and address emergency situations immediately upon occurrence and provide follow-up remediation while keeping the DEDC informed.

***ii. Inspections***

- Scheduling of periodic property inspections.
- Drafting of occurrence reports, as applicable.

***iii. Consulting and Reports***

- Preparation of maintenance and structural condition reports.
- Analysis and development of employee task distribution.
- Supervision of the execution of assigned tasks.
- Providing training and coaching to employees, as applicable.
- Performing management services, and procedures between private and public agencies.

***iv. Capital Expenditures***

- Acquiring, upgrading, and maintaining physical assets such as property, plants, buildings, technology, or equipment. These Capital Expenditures can include repairing a roof, purchasing a piece of equipment, or construction projects.
- Projected Capital Expenditure Projects for the Property include asphaltting, roofing, and electrical substation repairs, and upgrades, among other infrastructure projects.

**B. ACCOUNTING AND FINANCE SERVICES AREA**

***i. Account Management***

- Account management services such as: invoicing, notification of overdue accounts, as applicable, certifications, collection procedures, payment plans, among others.
- Account reconciliation, if applicable.
- Remittance of payments to contractors, suppliers, and service accounts.

***ii. Revenues and Expenses***

- Perform income and/or expense analysis.
- Preparation of budgets.
- Income and expense statements.
- Preparation of reports (monthly, quarterly, annual).

It should be clarified that the list of services mentioned above is not an exhaustive list and additional services may be required. Likewise, Proponents are invited to submit in their proposals additional services that have not been contemplated in this RFP, which they consider necessary for the efficient administration and management of the Property.

**3.0 Evaluation and Selection Criteria**

DEDC will examine all Proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DEDC, may be rejected. All the Proposals submission requirements will be evaluated.

DEDC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of a Proposal already submitted and may not contain new information not included in the original Proposal.

## Final Evaluation and Selection:

The final score will be based upon the criteria listed below:

<b>Evaluation Criteria</b>	<b>Maximum Evaluation Points</b>
Professional Services Fees; Cost Proposal.	40
Experience and Qualifications of Company. Staff's years of experience (including past performance as indicated by references).	30
Understanding of DEDC's needs and ability to deliver the Described Property Management Plan;	30
<b>Total</b>	<b>100</b>

### 3.1 Interview

DEDC reserves the right, at its sole discretion, to invite the proponents to attend to an interview with the Evaluation Committee. If DEDC elects to conduct the interviews, each qualified Respondent will be required to give a thirty (30) minute presentation. This presentation shall highlight expertise and past similar services provided for similar organizations. The presentation shall also clearly explain the Respondent's approach and team composition. The Evaluation Committee may alter the scoring of Proposal based upon the interview and presentation. Respondents are responsible for all costs or expenses incurred to attend such interview.

### 3.2 Direct Negotiations

DEDC may select one or more Proponents to be invited to one or more meetings to start negotiations. The purpose of such meetings will be to clarify any doubts as to the requirements of the RFP and confirm that the terms of the contract are understood by the Proponent to ensure compliance with the specifications. No statement made or action taken by DEDC during these discussions or negotiations shall bind DEDC in any manner. After each interview or meeting with any Proponent, the Evaluation Committee may require the Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting. DEDC will keep confidential all such discussions and negotiations. Prior to the award of the RFP, information related to a Proposal, or its evaluation will not be discussed with anyone other than the Proponent who submitted it and the personnel involved in the evaluation and selection process. Confidential warranties are subject to the conditions described in Section 5.0 below. The execution of the contract will be subject to final approval by the Secretary.

### 3.3 Selection

Following completion of the evaluation process, the Evaluation Committee will meet to choose the Selected Proponent. DEDC's decision is final. DEDC will notify the Selected Proponent and the parties will proceed to negotiate such written agreements as may be required and mutually

acceptable to the parties (collectively, the “Definitive Agreements”), subject to compliance with all applicable laws and regulations.

### **3.4 Modification or Withdrawal of Proposal**

A Proposal that is in possession of DEDC may be withdrawn or altered by the Proponent by letter including the signature and name of the person authorized to submit the Proposal, if it is received prior to the time and date of the Proposal submission deadlines. The withdrawal must be submitted in writing and directed to the Contact Person designated in Section 1.2 of this RFP prior the time and date established in Section 1.6.

### **3.5 Errors in Proposals**

The Respondents are responsible for errors and omissions on their Proposals and any such errors and omissions will not reduce their obligation to DEDC.

## **4.0 Respondent Requirements**

### **4.1 Requirement of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their Proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

### **4.2 Required General Qualifications of Respondent**

- Respondents to this RFP shall provide information in their Proposals that demonstrates the following general qualifications: Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Respondent shall provide financial statements for the past two (2) years, or equivalent financial records must be included in the Proposal.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting, operational controls, and technical skills.
- Neither Respondent nor any person or entity associated who is partnering with Respondent has been the subject of any adverse findings that would prevent DEDC from selecting Respondent. Such adverse findings include, but are not limited to, the following:
  - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
  - Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in Puerto Rico or another state.
  - Pending litigation with the Government of Puerto Rico, or any other state.
  - Arson conviction or pending case.
  - Harassment conviction or pending case.

- Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal and Puerto Rico-sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent.
- Past or pending voluntary or involuntary bankruptcy proceedings.
- Conviction for fraud, bribery, or grand larceny.

Respondents shall provide a listing and brief description of all legal actions for the past five (5) years in which any firm that is part of the Respondent’s team has been: (i) a debtor in bankruptcy; (ii) a defendant in a lawsuit for deficient performance under a contract or failure to comply with laws or regulation; (iii) a defendant in an administrative action for deficient performance on a project or failure to comply with laws or regulations; or (iv) a defendant in any criminal action.

### **4.3 Required Specific Qualifications**

Respondents to this RFP shall provide information in their Proposals that demonstrates the following specific qualifications:

- Experience managing and maintaining properties of similar size and scope to those services requested in this RFP.
- Ability to accomplish financial objectives by paying bills, forecasting requirements, preparing an annual budget, scheduling expenditures, analyzing variances, and initiating corrective action.
- Experience maintaining building systems by contracting for maintenance services and supervising repairs.
- Relevant experience enforcing occupancy policies and procedures.
- Extensive knowledge preparing reports by collecting, analyzing, and summarizing data and trends.
- Relevant experience performing all responsibilities listed under the Scope of Services section of this RFP. Respondents’ responsibilities also include, but are not limited to, obtaining all requisite regulatory and governmental approvals to enable the services, operation, maintenance, and performance of the buildings; and complying with all applicable laws and regulations, among others.

- Bilingual personnel.

#### **4.4 Insurance and Policies Requirements**

The Selected Proponent will be required to include DEDC as additional insured on the following insurance policies with the following minimum coverage:

1. Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion.
2. Workman's Compensation Liability: \$1,000,000 per accident, per employee, per sickness and aggregate and State Insurance Fund Corporation Policy.
3. Professional Liability Insurance: \$1,000,000.

The policies must contain:

1. Endorsements to include: DEDC, and or any subsidiary, affiliated or related entity.
2. All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico.
3. Hold Harmless Agreement in favor of DEDC.
4. Sixty (60) Days' Notice of Cancellation
5. Waiver of Subrogation
6. Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of services provided.

#### **4.5 Proposal Format**

The Respondent's Proposal shall be formatted as follows:

##### **4.5.1 Cover Letter and Table of Contents**

Provide a cover letter describing the Company's interest and commitment to developing a full proposal for the site, and which includes a certification that the information submitted, and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent and Team Member(s). Clearly identify the designated contact person for the engagement.

Provide a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

#### **4.5.2 Experience and Capacity**

Proponents must provide a summary of the types of services the Respondent offers that relate to this RFP. As such, a list of similar asset management services that have been rendered by Proponent during the last five (5) years, and/or detail at least one to three (1-3) similar engagements or experience with private and public-sector clients that would demonstrate that the Respondent can provide the requested services must be provided. Each example should include:

- a) Name of client organization.
- b) Description of engagement or experience and objectives of the services required.
- c) Examples of recommendations offered to the DEDC and the results of the implementation of those recommendations.
- d) Information regarding the services that would demonstrate successfully experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.

If the example involves a private sector client, describe how the experience could be applied to the public sector.

At least three (3) references are required for the Respondent. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be considered favorably. All information or reference provided by a Respondent may be used by DEDC to conduct credit and background checks.

A summary of the Respondent's expertise that describes the Respondent's unique capabilities shall also be provided. This narrative should highlight the Respondent's ability to provide the services requested in this RFP. As such, a listing of the names, resumes and relevant project experience of the Key Individuals and their proposed roles must be included. Resumes can be attached as an appendix and shall include Team Members' qualifications, identification of which Team Member will be DEDC's direct contact for the project (name, title, location, telephone number, and e-mail address).

In addition, the Proposal shall identify any subconsultants and/or Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

#### **4.5.3 Approach and Methodology (Property Management Plan)**

Respondents must indicate their understanding of the scope of services required in this RFP plus any refinements it feels are warranted. Highlight any innovative ideas Respondent may have to reduce costs or produce a better solution.

Selected Proponent will be responsible for operating, maintaining, and providing the services described in its Proposal.



Explain how the Respondent will achieve the goals, objectives, tasks, and/or deliverables outlined in this RFP. The Respondent is required to submit in its Property Management Plan how it proposes to effectively perform for DEDC all tasks included in the Scope of Services and how the Respondent intends to provide all services in a cohesive and organized manner.

Proposals shall include information of Respondent’s service in case of an emergency, time to respond, and availability of resources.

Proposals should provide examples of how the proposed approach has achieved success in similar services provided to public or private sector organizations similar in size and complexity.

This section shall include an acknowledgement that, if selected, the Respondent has the ability to undertake the tasks associated with this RFP with sufficient key and line staff, and the proposed Key Individuals and Management Team.

Identify existing staff that will be involved in ongoing asset management services, including each staff member’s proposed role in the organization, their relevant qualifications, and the allocation of their time to this engagement. Clearly identify the members of the team that are expected to be residing in Puerto Rico and will serve as local contacts for the engagement purposes.

**4.5.4 Cost/Price Proposal**

Respondents must submit their price proposal based on a fixed price economic model of compensation, whereby, DEDC will pay the Selected Respondent a fixed monthly sum for the professional services here requested, as agreed to. Selected Respondent will also maintain a separate and independent operating account, in trust for DEDC, for the operations of the Property, where DEDC will deposit a fixed yearly amount, to be used directly and exclusively in connection with the operations of the Property. Furthermore, the Selected Respondent will also maintain a separate account, in trust for DEDC, to be used for Capital Expenditure projects related to the Property, as agreed to with DEDC.

Respondents must submit their price proposal based on the components set forth in the Scope of Services considering DEDC’s main purpose of maximizing savings in the management and maintenance of the Property.

The following hourly cost format per member of staff, although not required to be used, serves as a guideline to establish the price proposal to be included. Respondents are free to select a different cost/price format.

Staff or Contractor	Position	Rate Per Hour	Total Hours Per Month	Position Duties
		\$		
		\$		
		\$		

For a detailed description of the Scope of Service, please refer to Section 2.0.

Respondents may also use the following table to submit their economic proposals, related to the general economic model regarding the overall budget for the administration and management of the Property.

Type of Compensation	Total Amount Required	Period (Monthly/Yearly)
Professional Services	\$	
Capital Expenditures	\$	
Operational Expenses	\$	

#### **4.5.5 Commitment to Comply with all Applicable Laws and Regulations**

Respondents shall explain their adherence to complying with all applicable laws, regulations, and policies. Respondents shall also indicate what characteristics of the team set them apart in terms of commitment to compliance and what specific trainings and expertise the team has that reinforces the commitment to compliance.

Respondent acknowledges that this RFP may be withdrawn or amended in response to changes in applicable laws, regulations, policies or otherwise.

#### **4.6 Required Certifications from the Selected Respondent**

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Selected Proponent shall immediately submit to DEDC upon receipt of a Notice of Award the following:

1. A certification of filing of income tax return for the past five (5) years (Model SC 6088), issued by the Internal Revenue Area of the Puerto Rico Department of Treasury (henceforth, the “Department”).
2. A no taxes debt due certificate, or payment plan and compliance therewith, issued by the Department (Model SC 6096). If a foreign corporation with no previous business operations in Puerto Rico, a no taxes debt due certification affidavit.
3. A certificate of no debt, or payment plan and compliance therewith, with respect to property real and mobile property taxes issued by the Municipal Revenue Collection Center (“CRIM”, by its Spanish acronym).
4. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workers compensation) and chauffeur’s social security, as applicable, issued by the Puerto Rico Department of Labor and Human Resources.
5. A certificate of no debt, or payment plan and compliance therewith, for municipal license taxes in the jurisdiction where the Proponent has its central operations.
6. Worker’s Compensation Insurance policy issued by the State Insurance Fund.

7. Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
8. If a corporation is organized under the laws of Puerto Rico, a certificate of compliance with Puerto Rico's General Law of Corporations from the Puerto Rico State Department ("Good Standing"). If a foreign corporation, a Corporate Good Standing Certificate from the Puerto Rico State Department. At the request of DEDC, the Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
9. If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
10. A certificate of compliance with the Puerto Rico Child Support Administration's ("ASUME", by its Spanish acronym) orders to retain alimentary pension allowances from its employees' salaries.
11. A resolution from the Proponent's board of directors or a certification from the partnership authorizing the Proponent's representative to execute the Contract.
12. The Proponent shall expressly state its compliance with Act 2 of January 4, 2018, as amended, known as "Anti-Corruption Code for the New Puerto Rico", warrant in the Proposal that no official or employee of DEDC, or relatives thereof, would have a direct or indirect economic interest in the Proponent's rights and provide the affidavit required by the statute. In addition to the foregoing warranties and representations, the Proponent should be committed to comply with Act No. 1 of January 3, 2012, as amended, known as the "Act of Governmental Ethics of Puerto Rico".
13. The Proponent must include with the Proposal, a valid and effective certification evidencing its registration in the Single Registry of Professional Service Providers (RUP, by its Spanish acronym) of the Puerto Rico General Services Administration ("ASG" by its Spanish acronym) and its eligibility to contract with the Government.

The Proponent shall expressly acknowledge in the Proposal that the above certifications constitute an essential condition for entering a contractual relation with DEDC and if found to be intentionally misleading or the related certifications altered or forged, the contract shall be nullified or made void.

#### **4.7 Most Favorable Terms**

All Proposals shall be initially submitted including the most favorable terms that Proponents can present since DEDC may not provide further opportunities to Proponents to refine the Proposals. DEDC does reserve the right to contact a Proponent for clarification of its Proposal and/or to request a better definitive offer.

The terms of the selected Proposal may ultimately be incorporated, in whole or in part, into Definitive Agreements. The Proposal will become a part of DEDC official procurement file on this matter.

## **5.0 Confidentiality of Responses & Proprietary Information**

Upon completion of the RFP process, DEDC will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing and proprietary or privileged information of the Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Respondents.

All Respondents are required to submit a redacted copy of their Proposal. DEDC reserves the right to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Respondent, DEDC will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by DEDC. Provision of any information marked as confidential or proprietary shall not prevent DEDC from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

## **6.0 Conflicts of Interest**

Respondents shall be responsible for reviewing any applicable DEDC ethic guidelines, as well as other applicable ethic laws and regulations, including Law No. 2 of January 4, 2018, known as the “Anticorruption Code for a New Puerto Rico.”

Respondents are required to provide a list of any other current or former contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico. Further, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving your firm or team that are related to work executed in or on behalf of the Government and/or its instrumentalities. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concludes.

DEDC may request information on any perceived conflict of interests. Also, DEDC may in the future request a list of direct or indirect relationships the Respondent or its professionals have to officials at DEDC or other government entities.

**In the event of real or apparent conflicts of interest, DEDC reserves the right, in the Government’s best interest and at its sole discretion, to reject a Proposal(s) outright or to impose additional conditions upon Respondents.** DEDC reserves the right to cancel any contract awarded pursuant to this RFP with 30 days’ notice if an actual conflict of interest, or the appearance of such conflict, is not cured to DEDC’s satisfaction.

To the extent that any Proponent has formed or proposes to form a consortium, joint venture, or partnership to participate in the RFP, such Proponent shall include in this RFP the identity, role,

and capabilities of each member. The submittal requirements will need to be satisfied for each member (i.e. financial capacity information and organization information).

Except as specifically provided to the contrary in this RFP, no member may join or participate, directly or indirectly, as a member in more than one Respondent for this RFP. Each person or legal entity who participates as a member is responsible for ensuring that no other person or legal entity which is related to it joins or participates, directly or indirectly, as a member of any other Respondent.

## **7.0 Proposal Additional Information**

### **7.1 Rejection of Proposals; Cancellation of RFP; and Waiver Informalities**

DEDC reserves the right to accept or reject, in whole or part, any or all Proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of DEDC or the Government.

This RFP may be cancelled by DEDC for convenience, including for lack of funds or if in the DEDC's sole discretion, none of the Proposals meet its requirements or fulfills its needs of asset management.

DEDC, at its sole discretion, may reject any Proposal that does not meet the requirements of this RFP or that is not in compliance with any applicable local, State or Federal laws, rules or regulations. DEDC reserves the right to waive any informalities and/or irregularities in a Proposal if it deems that doing so is in the best interest of DEDC or the Government.

### **7.2 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of DEDC. Selection or rejection of a Proposal does not affect this provision.

### **7.3 Cost of Preparing Proposals**

All costs associated with the response to this Proposal are the sole responsibility of the Respondent. Neither DEDC nor the Government will be responsible for any expenses in the preparation or presentation of the Proposals, oral interviews or for the disclosure of any information or material received about this RFP.

### **7.4 Errors and Omissions in Proposal**

DEDC reserves the right to reject a Proposal that contains an error or omission. DEDC also reserves the right to request the correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without requesting clarifications to all Respondents. Respondents will be provided with a reasonable period in which to submit written responses to DEDC's requests for clarification or additional information. Respondents shall

respond by the deadline stated in the correspondence.

## **8.0 Payment Terms & Method of Payments**

The Selected Proponent will be paid for services provided previously approved by DEDC. It is the Selected Proponent's responsibility to include all services required to meet the engagement's objective as established in this RFP.

### **8.1 Payment Terms**

Payment will be made upon presentation of the invoice evidenced by the services provided and duly authorized by DEDC. If DEDC finds the submitted invoice as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. DEDC reserves the right to review the correctness of invoices and perform the audits as it deems fit.

### **8.2 Method of Payment**

The Selected Proponent shall submit monthly invoices for the agreed fees. Invoices must be detailed, specific and itemized accompanied by a description of the services provided as previously approved by DEDC. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. DEDC shall request the Selected Proponent all the necessary information related to the invoiced expenses, in order to verify them, previous to ordering the release of payment.

DEDC reserves the right to perform audits it deems appropriate. In the case of finding unpaid invoices, they shall approve and process its payments.

## **9.0 Right to Request Review and Reconsideration**

Any Proponent adversely affected by a decision made by DEDC in connection with the selection and award procedures provided in this RFP may, within twenty (20) days of the deposit in the federal mail or e-mail notifying the adjudication of the auction, submit a request for reconsideration to the Secretary of DEDC in accordance with the *Uniform Administrative Procedure Act*, Law No. 38 of June 30, 2017, as amended, and DEDC's regulations, as applicable. A request for reconsideration or other petition for review that fails to comply with Applicable Laws may be dismissed or denied without further consideration.

Judicial review of the determinations made by DEDC as to a request for reconsideration will be governed by the *Uniform Administrative Procedure Act*.

## **10.0 Attachments**

1. Attachment A – Registration Form
2. Attachment B – Description of Site

3. Attachment C – Non-Disclosure Agreement
4. Attachment D – Non-Collusion Affidavit
5. Attachment E – Non-Conflict of Interest

**Attachment A**

**REGISTRATION FORM**

**REQUEST FOR PROPOSALS FOR ASSET MANAGEMENT SERVICES  
INDUSTRIAL PARK  
DEDC-RFP-2024-\_\_\_\_\_**

Respondents participating in the above referenced RFP must complete the following Respondent Registration Form and send it by email to \_\_\_\_\_ by \_\_\_\_\_, **2024 at 3:00 p.m. AST.**

**FIRST NAME** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**COUNTY:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WORK PHONE NUMBER:** \_\_\_\_\_

**CELL PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**BY REGISTERING, THE REGISTERED RESPONDENT COMPLETING THIS FORM EXPRESSES ITS INTEREST IN SUBMITTING A RESPONSE TO THIS RFP, AND FURTHER CERTIFIES AND AGREES TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS RFP.**

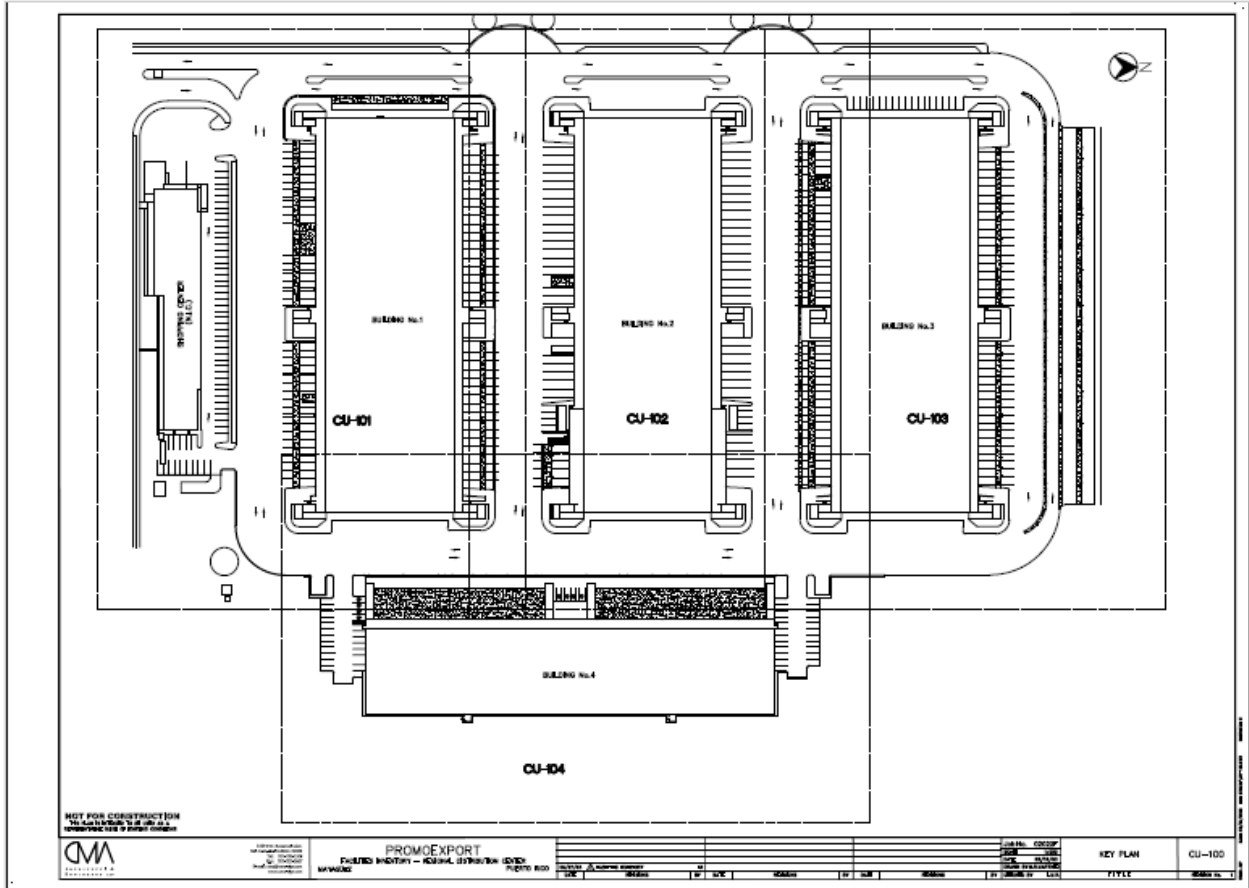
**ANY CHANGE IN THE ABOVE INFORMATION MUST BE SENT TO DEDC TO \_\_\_\_\_.**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICIAL**



# Attachment B

## DESCRIPTION OF SITE



**Attachment C**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_, 2024 (“Effective Date”) by and between \_\_\_\_\_ (Company) and the Department of Economic Development and Commerce (“Department” or “DEDC”).

\_\_\_\_\_ is a corporation created under the laws of \_\_\_\_\_, herein represented by \_\_\_\_\_ (hereinafter known as “the Recipient”).

The Department is a government instrumentality created by the Department of Economic Development and Commerce Reorganization Plan of 1994, Plan No. 4 of June 22, 1994, as amended, and pursuant to the Department of Economic Development and Commerce Reorganization Plan Implementation Act of 2018, Act No. 141 of July 11, 2018, represented by its Secretary, Manuel Cidre Miranda (hereinafter known as “Discloser”).

Discloser and Recipient are jointly referred to herein as the “Parties.” “Party” means either Discloser or Recipient.

It is understood and agreed that the Discloser and the Recipient would like to exchange certain information that belongs to the Department that may be considered confidential. Such information is necessary for the Recipient to present its proposal related to a Request for Proposal (“RFP”) for the Asset Management Services for the Mayagüez Regional Center in Mayagüez, PR.

To ensure the protection of such information and in consideration of the agreement to exchange said information, the Parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement

(“Confidential Information”) is described as, and includes:

- Technical, privileged and business information related to Discloser’s status and privileged information that belongs to the Government of Puerto Rico.
- In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser orally and in writing whether or not marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum.

2. Recipient shall use the Confidential Information only for the purpose of evaluating the contractual relation between the parties.

3. Recipient shall limit disclosure of Confidential Information, within its own organization, to its directors and/or officers having a need to know.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault or omission attributable to Recipient; (c) is rightfully received by Recipient from a third party, including any government entity, not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Discloser, or (e) is independently developed and/or obtained by Recipient through other means.

5. The Recipient’s obligation of non-disclosure contained herein shall not apply to the release of any Confidential Information that it may be required to produce as a result of a court order or legal process. However, prior to any such disclosure, Recipient shall promptly notify Discloser of any demand, subpoena, or other request to produce the Confidential Information, to allow Discloser an opportunity to appear and seek an appropriate protective order prior to any required disclosure. Recipient will also use reasonable efforts to support Discloser in seeking to obtain an appropriate protective order prior to any such disclosure. If Recipient is nonetheless required to disclose Confidential Information, in the absence of a protective order, it may do so provided it discloses only that portion required to be disclosed and no other. Such required disclosure will not release Recipient from its obligation to protect the Confidential Information from other disclosure.

6. The Discloser warrants that it has the right and authority to make the disclosures under this Agreement and that to the best of its knowledge such information is accurate. Also, the Discloser agrees that the Recipient shall not be liable for the content of the information if it

is not accurate, and if the Recipient endorses any business project related to the Confidential Information based on information provided by Discloser that is not accurate, Recipient shall not be bound by such endorsement, and the same may be revoked.

7. This Agreement shall not be construed as creating, conveying, transferring, granting, or conferring upon the Recipient any rights, license, or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

8. All documents, reports, e-mails exchanges, memoranda and any other document prepared by Recipient, which reflect or reference any Confidential Information, shall be deemed Confidential also. During the term of this Agreement, Recipient may, at its option, either destroy or keep all disclosed or referenced Confidential Information related to the purpose herein specified. However, any Confidential Information retained by Recipient during the term of this Agreement shall remain subject to the obligations and restrictions set forth in this Agreement.

9. Both Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either Party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

10. Neither Party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs, or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either Party's decision to use or rely on any information exchanged under this Agreement.

11. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information for the purpose described in paragraph 2 above and supersedes any prior agreements, understandings, or representations (orally or verbally) with respect thereto between the Parties. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Puerto Rico

12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as

a whole.

13. This Agreement will be effective for a term of one (1) year from the Effective Date but may be terminated by either party prior to that time with thirty (30) days written notice to the other party. Termination shall not, however, affect obligations set forth in this Agreement with respect to Confidential Information disclosed prior to termination.

14. Recipient's obligations with respect to Discloser's Confidential Information disclosed or received prior to termination or expiration will survive for three (3) additional years following the expiration or termination of this Agreement. This Agreement may be terminated immediately with written notice by either party upon any material breach by the other party of any term or condition of this Agreement. If the information to be disclosed is patent protected, the Recipient's obligations with respect to said confidential information will survive for the remainder of the term of such patent. After the expiration or termination of this Agreement, Recipient may, at Discloser's option, either destroy or return all disclosed or referenced Confidential Information related to the purpose herein specified. If the Recipient destroys all Confidential Information, it must issue a letter certifying that all copies, documents, data, and/or electronic data received has been destroyed, deleted and/or disposed in any proper manner.

**WHEREFORE**, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**Recipient of Confidential Information:**

Company: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

**Discloser of Confidential Information:**

Department of Economic Development and Commerce

By: Manuel Cidre Miranda

Title: Secretary OF DEDC

Address: PO Box 362350, San Juan, P.R. 00936-2350

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2024.

**Attachment D**

**NON-COLLUSION AFFIDAVIT**

The undersigned Proponent or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be proposal by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of the award resulting from this RFP.

**OATH AND AFFIRMATION**

I AFFIRM, UNDER PENALTY OF PERJURY, THAT THE FACTS AND INFORMATION CONTAINED IN THE SUBMITTED PROPOSAL ARE TRUE AND CORRECT.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

**AFFIDAVIT No.** \_\_\_\_\_

Sworn and subscribed before me by \_\_\_\_\_, \_\_\_\_\_ (civil status),  
\_\_\_\_\_ (profession) whom I identify by \_\_\_\_\_.

At \_\_\_\_\_, Puerto Rico, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

## Attachment E

### NON-CONFLICT OF INTEREST CERTIFICATION

The Person/Entity interested in doing businesses, certify that:

1. No public official employee of the DEDC possesses any financial interest in this contract, or business transaction, and that, likewise, has had no direct or indirect financial interest in this business transaction for the past four (4) years.
2. No public official or employee has solicited or accepted goods of any value related to this transaction from any representative of the entity as a form of compensation for performing the duties and responsibilities of his or her position.
3. No public official or employee has accepted, or solicited from any person whatsoever directly or indirectly, either for himself (herself), for any member of his (hers) immediate family unit, or for any other person, business or entity, any asset whatsoever of monetary value, including gifts, loans, promises, favors, or services, in exchange for the actions of said public official or employee being of influence on behalf of my person or the entity.
4. There is no similar relationship within the fourth (4th) degree of consanguinity and second (2nd) degree of affinity with any public official or employee in the position of influencing or participating in institutional decisions of the contracting agency.
5. The DEDC is a government instrumentality that is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. We are committed to support and comply with Act 2-2018 “Anti-Corruption Code for the New Puerto Rico”.
6. Agrees to bind by the provisions of Act 2-2018, “Anti-Corruption Code for the New Puerto Rico”. Acceptance of the rules contained in such law is a vital essential condition so that transactions can be carried out or set up arrangements with the DEDC.

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Signature of Authorized Representative of the Entity

[Date]