

PUERTO RICO INDUSTRIAL  
DEVELOPMENT COMPANY  
**PRIDCO**



## **REQUEST FOR PROPOSALS**

# **FOR THE LEASE, OPERATION AND ADMINISTRATION OF THE PRIICO CAFETERIA**

**[RFP FY 2023-0002]**

**Issued by:**

**PUERTO RICO INDUSTRIAL INVESTMENT CORPORATION**

**Issue Date:**

**May 30, 2023**

**Proposal Due Date:**

**June 23, 2023**

**Submit to:**

**PRIDCO-Response@pridco.pr.gov**

## Table of Contents

---

1. DEFINITIONS .....	4
2. INTRODUCTIONS.....	5
2.1 Background .....	5
2.2 Intent .....	5
2.3 Contract Term .....	5
3. GENERAL INFORMATION .....	6
3.1 RFP Timeline .....	6
3.2 Prohibited Communications .....	6
3.3 Questions & Request for Clarification.....	6
3.4 Local Participation.....	6
3.5 Revisions to the RFP (Addenda) .....	7
3.6 No Obligation to Contract .....	7
3.7 Proposal Submissions and Withdrawal.....	7
4. SCOPE OF SERVICES .....	7
4.1 Leasing Fee.....	7
4.2 Utilities.....	8
4.3 Products Offer .....	8
4.4 Hours of Operation .....	8
4.5 Equipment.....	9
4.6 Maintenance and Cleaning Practices .....	9
4.7 Waste Disposal and Recycling.....	10
4.8 Other Requirements and Prohibitions .....	10
4.9 Damage Liability.....	10
4.10 Compliance .....	11
4.11 Oversight.....	11
5. EVALUATION AND SELECTION .....	12
5.1 Evaluation Criteria.....	12
5.2 Short-listed Interview .....	13
5.3 Direct Negotiations .....	13
5.4 Selection.....	13
6. PROPONENT REQUIREMENTS .....	13
6.1 Requirements of Legal Entities .....	13

6.2	Required General Qualifications of Proponent.....	14
6.3	Insurance Requirements .....	14
7.	PROPOSAL REQUIREMENT .....	15
7.1	Cover Letter and Table of Contents .....	15
7.2	Experience and Capacity .....	15
7.3	Approach and Methodology .....	16
7.4	Cost and Price Proposal .....	17
7.5	Commitment to Complying with all Applicable Laws.....	17
7.6	Additional Certifications and Representations .....	17
8.	ADDITIONAL INFORMATION.....	19
8.1	Confidential and Proprietary Information .....	19
8.2	Conflicts of Interest.....	19
8.3	Rejection of Proposals; Cancellation of RFP; and Waiver Informalities .....	19
8.4	Ownership of Proposal.....	20
8.5	Cost of Preparing Proposals .....	20
8.6	Errors and Omissions in Proposal .....	20
8.7	Review and Reconsideration.....	20
8.9	Bid Bond or Other Form of Security from the Preferred Proponent .....	20

# 1. DEFINITIONS

---

**“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.

**“Board”** means the Board of Directors for the Puerto Rico Industrial Investment Corporation.

**“Commonwealth”** means the Commonwealth of Puerto Rico.

**“CRIM”** means the Municipal Revenues Collection Center.

**“Definitive Agreements”** means the written agreements negotiated and agreed to between the Selected Proponent and PRIICO as may be required and mutually acceptable.

**“Employee”** means all personnel who have a proprietary right and tenure in PRIICO.

**“Evaluation Committee”** refers to a committee designated by PRIICO, which will evaluate all complete Proposals pursuant to the criteria listed in this RFP. The Committee shall be composed of at least five (5) members, which shall be appointed by the Executive Director.

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

**“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 subcontractors or professionals (including distributors and wholesalers) and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

**“Preferred Proponent”** means a responsive and responsible Proponent whose Proposal meets the requirements of this RFP, was awarded the highest score and will be selected to negotiate a potential contract with PRIICO.

**“PRIDCO”** means the Puerto Rico Industrial Development Company.

**“PRIICO”** means the Puerto Rico Industrial Investment Corporation.

**“Proponent”** means a(n) (i) natural person, (ii) legal entity, (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.

**“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 PRIICO.

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

**“Team Member”** means a current employee or subcontractor acting on behalf of or working for a Proponent. Team Members should be identified in Proponents’ submissions and not be changed without the consent of PRIDCO.

**“Third-Party Manager”** means the designated Selected Proponent, pursuant to this RFP.

## 2. INTRODUCTIONS

---

### 2.1 Background

The Puerto Rico Industrial Development Company (“PRIDCO” or the “Company”) was created by Act No. 188 of May 11, 1942, as amended, as a public corporation of the Government of Puerto Rico (the “Government”) dedicated to promoting Puerto Rico as an investment destination for companies and industries worldwide. Since its establishment in 1942, PRIDCO has been a catalyst for Puerto Rico's economic development, leading the transformation from a traditional industrial economy to knowledge-based economy. The Puerto Rico Industrial Investment Corporation (“PRIICO”) is a subsidiary of PRIDCO.

### 2.2 Intent

PRIICO is issuing this Request for Proposal (the “RFP”) in order to engage one or more external assets and receive proposals in accordance with the parameters, terms and conditions detailed herein with the intention of subleasing the space or premises destined for the PRIICO Cafeteria, which consists of a commercial space of 4,570 square feet, and is located on the first floor of the Main Industrial Development Building on Franklin Delano Roosevelt Avenue in Hato Rey, Puerto Rico.

Said space will be used for the operation and administration of a cafeteria business, which will be dedicated to the retail sale of hot and/or cold food, prepared and ready for consumption, with a high-quality, varied, and affordable culinary offer and affordable prices for PRIDCO and the Department of Economic Development and commerce employees, as well as for any other users of the building facilities, and for the citizens who visit these government agencies.

Participating bidders must submit a competitive and beneficial sublease offer and demonstrate experience in analogous activities and must demonstrate proficient financial capacity in line with the investment to be made, if any, for the effective administration of the identified facility.

### 2.3 Contract Term

The contract to be executed as a result of this RFP process shall not be less than five (5) years and may include renewal provisions for five (5) additional years. PRIICO reserves the right to re-bid the contract should the Proponent breach the terms of the contract.

## 3. GENERAL INFORMATION

---

### 3.1 RFP Timeline

Listed below are important dates during which actions must be taken or completed (by 11:59pm; Atlantic Standard Time in San Juan, Puerto Rico).

Target Date	Event
May 30, 2023	Issue RFP
June 9, 2023	Deadline for submission of Proponent questions
June 16, 2023	Anticipated date for responses to questions
<b>June 23, 2023</b>	<b>Proposal Submission Deadline</b>
July 3, 2023	Announcement of Selected Proponent

PRIICO reserves the right to schedule in-person meetings with Proponents as needed to address common questions and ensure all parties are adequately informed of the RFP. PRIICO reserves the right, at its sole discretion, to adjust the RFP Timeline as it deems necessary. Proponents will be notified of any date changes via email.

### 3.2 Prohibited Communications

Except for questions submitted by interested parties on or before the date indicated in this RFP, or as otherwise provided herein, communications with officials, advisors, or related parties of PRIICO or the Government Parties regarding any matter related to the content of this RFP are prohibited during the submission and selection process. Failure to comply with these communications restrictions will result in immediate disqualification of the Proponent and rejection of the Proponent's Proposal. Proponents will ultimately be required to execute a Non-Collusion Affidavit. Proponents should seek consent from PRIICO before communicating with other service providers or working together in development of a joint Proposal. PRIICO reserves the right to reject any or all Proposals received in response to this RFP, and/or to waive minor noncompliance in a Proposal when determined to be in the Government's best interest. PRIICO further reserves 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. If any or all Proposals are rejected, PRIICO reserves the right to re-solicit Proposals.

### 3.3 Questions & Request for Clarification

Any questions, requests for clarification, and general information requests regarding this RFP or the evaluation of Proposals shall be submitted on or before June 9, 2023, in writing, via electronic mail only to the following address: [PRIDCO-Response@pridco.pr.gov](mailto:PRIDCO-Response@pridco.pr.gov). No telephone inquiries will be accepted. PRIICO will compile a summary of all questions submitted, and all responses, provide one consolidated response document for all proponents. Answers are anticipated to be issued by close of business on June 16, 2023, and will be posted in PRIICO's website, <https://pridco.pr.gov/es/noticias>. PRIICO reserves, at its sole discretion, the right to respond or not to any such questions, requests for clarification, and/or general information request. Only written responses posted on the website will be considered official responses.

### 3.4 Local Participation

PRIICO encourages Proponents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") to the greatest extent possible. Proponents are strongly

encouraged as part of this RFP to provide a description of the current and/or anticipated business arrangements with Local Parties, and in particular, Local Parties who are Team Members and Key Individuals for the engagement, as applicable. Proponents should include a detailed plan for where and how they plan on providing the services outlined within the RFP.

### 3.5 Revisions to the RFP (Addenda)

Addenda issued by PRIICO are the only means of amending, clarifying, interpreting, or correcting this RFP. Once addenda are made available, no further need to reissue or restate the RFP will be required. Amendments, deletions or additions, clarifications, interpretations, or corrections to this RFP made in any manner other than addenda will not be binding upon any party. Any addenda to the RFP will be posted in PRIDCO's website. In such case, PRIICO intends to send an email to the identified contact for each Proponent notifying them that a new addendum has been issued. However, Proponents are responsible for periodically reviewing AAFAF's website and appraising each document therein. PRIICO assumes no obligation for notifying Proponents of document uploads to the website. Proponents are fully responsible for ensuring that the identified contact information provided for communications under this RFP will be valid, current, and functional throughout the process. PRIICO shall not be responsible for any delay or failure in communications with Proponents due to malfunctions, technological or otherwise, or incorrect contact information provided to PRIICO.

### 3.6 No Obligation to Contract

Issuance of this RFP does not constitute a commitment by PRIICO to execute a contract.

### 3.7 Proposal Submissions and Withdrawal

Proposals shall be submitted no later than June 23, 2023, at 11:59 p.m. Atlantic Standard Time (AST). Responses to the RFP submitted after the deadline will not be accepted under any circumstances. Proposals must include any exhibits, appendices and/or attachments necessary to be deemed complete, and consequently, duly submitted.

Proponents shall submit Proposals via email in searchable Adobe Acrobat PDF format to [PRIDCO-Response@pridco.pr.gov](mailto:PRIDCO-Response@pridco.pr.gov).

A Proponent may withdraw a submitted response at any time prior to the Proposal Submission Deadline and date detailed in the RFP Section 3.1, RFP Timeline by submitting a written request signed by an authorized Proponent representative. After withdrawing a response, a Proponent may submit another response at any time before the Proposal Submission Deadline. After the Proposal Submission Deadline, a Proponent may only withdraw all or a portion of a submission where the enforcement of the submission would impose an unconscionable hardship on the Proponent.

## 4. SCOPE OF SERVICES

---

PRIICO hereby requests proposals from experienced and qualified service providers in the operation and administration of a Cafeteria business to operate and manage the premises destined for the PRIDCO cafeteria.

### 4.1 Leasing Fee

The leasing fee will be paid to PRIICO monthly, in advance, on the first day of each month during the agreed upon term on the awarded contract.

Payment must be presented at the PRIDCO Cashier's Office. Direct payment (ACH) can be managed with the Finance Area.

In case of delay in payment, a monthly five percent (5%) late fee will be applied to the lease fee, as a penalty for delay, without this affecting PRIICO the authority to terminate the contract or any other right or action that applies, under Puerto Rico Laws.

## 4.2 Utilities

PRIICO undertakes payment per concept of power and water. On the other hand, the Proponent will be responsible for paying fluid gas expenses and all other associated operational expenses of the cafeteria.

## 4.3 Products Offer

The Proponent must present in his offer a list of the products to be sold, including illustrations or photos of the food already served and the prices he intends to charge for each item.

The culinary offer presented by Proponent must include the following: breakfasts, lunches and desserts, hot and/or cold, with a daily variety. It will also include hot and/or cold sandwiches, and pre-packaged snacks, for example: biscuits, cookies, chips, among others. In addition, it will offer a variety of fresh fruits, whole or in pieces. Likewise, it will offer drinks of all kinds, for example: natural juices, soft drinks, bottled water, coffee, hot chocolate, tea, among others.

Proponent must present the list of the proposed menu and prices, along with their bid. As part of that daily menu, it will offer one (1) breakfast and one (1) lunch special, at a cost of no more than five dollars (\$5.00), including one beverage and tax. The Proponent will provide a varied menu daily, indicating the individual prices in a visible place (blackboard, sign, or others) in the premises object of this contract.

Food pricing must be accessible, reasonable, and competitive. Price increases after approval of the items list submitted with the original proposal is expressly prohibited; except with the written approval of PRIICO.

Food must be varied, high quality, served under the highest standards of cleanliness and freshness, in appropriate packaging and whose expiration dates are current, kept at the corresponding temperatures for each particular item that is being consumed.

The menu should include healthy food options, low in calories and fat. The sale, distribution and/or consumption of alcoholic beverages, cigarettes and/or any other controlled substance, as well as articles not related to the food industry is expressly prohibited on the premises object of this contract. As an exception, the following pharmacy articles will be allowed for sale: first aid or sanitizing materials, such as hydrogen peroxide, bandages, antibiotic ointment, pain relievers, antacids, alcohol, hand sanitizer; as well candy, newspapers, magazines and other related articles. Failure to comply with the above-mentioned may be cause for the immediate termination of the contract.

## 4.4 Hours of Operation

Cafeteria services must be provided from Monday to Friday from 6AM to 4:30PM; provided, however, that prior written agreement allows for services to be offered on special occasions associated to activities sponsored by PRIDCO, on days and hours other than those mentioned above.



## 4.5 Equipment

The Selected Proponent shall be responsible for supplying all maintenance material to be used in the daily operation of the business, such as: paper towels, napkins, soap, etc. Additionally, it will be up to the Selected Proponent to carry out, at their expense, maintenance and minor repairs, such as: carpet cleaning, water leaks in pipes and tap replacements. Furthermore, Selected Proponent shall be responsible for supplying, at their expense, and with prior PRIICO approval the following: trays, cutlery, plates, cups, sugar and saltshakers, napkin dispensers, garbage cans, and any other related equipment required for food management, preparation and consumption.

All electronic equipment must meet Energy Saver specifications and compliance, proof must be submitted with the Proposal.

For this RFP the Proponent has the option of making use of the current inventory provided by PRIICO (see **Attachment A**) or use their own equipment.

The Selected Proponent shall be responsible for obtaining, at his expense, all additional equipment necessary to comply with the provisions of the agreement object of this RFP, which has not been provided by PRIICO. Installation and maintenance of such equipment will also be at the expense of the Selected Proponent but will require PRIICO prior written approval, nonetheless.

In the case of major repairs, such as those required on motors, refrigerator compressors, bottle racks and any other PRIICO equipment, the Selected Proponent will make use of the equipment warranty in such way so that it is not affected.

If Selected Proponent opts to make use of the provided PRIICO inventory, in the event that the warranty does not exist because it has expired, PRIICO will repair the damaged equipment, or replace it with the same or similar equipment, if and only when the damage to the property is due to normal and current use. However, if the damage has been caused by the negligence of the Selected Proponent, its agents, representatives, employees or users, the Selected Proponent will be responsible for the repair of the property thus damaged, or its replacement, if its repair is not possible or convenient, all at own expense and account.

The Selected Proponent shall be responsible for ensuring that all property described in PRIICO Equipment List (**Attachment A**), and to kept it in optimal condition at all times.

PRIICO may inspect the cafeteria and the Equipment Lists at any time. The Selected Proponent must correct within five (5) calendar days, from the date on which PRIICO notifies in writing, the deficiencies that exist in the cafeteria or list of equipment.

## 4.6 Maintenance and Cleaning Practices

Selected Proponent must maintain the premises, equipment and furniture in an excellent degree of cleanliness, in line with the regulations and standards of the Department of Health, and to carry out daily cleaning and maintenance of the food preparation and service areas, tables, chairs and floors. A monthly cleaning of walls, windows, lamps and other areas under the Selected Proponent's responsibility, must be carried out. Said maintenance and cleaning will be done in accordance with PRIICO cleaning standards, who will reserve the right to request the cleaning of any specific areas at any such moment deemed appropriate.

## 4.7 Waste Disposal and Recycling

The Selected Proponent will be responsible for the disposal of garbage, waste and grease trap waste disposal. For the disposal of garbage and waste the Selected Proponent can use the deposits PRIICO has placed on its premises for these purposes. Waste from the grease trap must be disposed of in accordance with the Department of Natural and Environmental Resources and the Federal Environmental Protection Agency (EPA) regulations.

Evidence must be submitted periodically to PRIICO on the manner in which the waste from the grease trap is being disposed of, as well as a copy of the manifest prepared by the firm that carries out the disposal of the waste from said trap. The disposal of the grease will be carried out in accordance with the manufacturer's instructions and in strict compliance with the applicable environmental regulations.

As part of the services requested through this RFP, the Selected Proponent must collaborate and participate in the PRIICO Recycling Plan, particularly in the collection of aluminum cans and plastic. This collaboration must include the following:

- Designate an area where it is feasible for visitors and/or consumers to dispose of the recyclable material and make the other appropriate distribution for the remaining waste generated.
- When the collection bins are close to being full (whether daily, every two or three days, or weekly) waste must be taken to the main container located in the basement.

PRIDCO will be committed to providing collection bins and plastic bags for waste material collection, and to disposing of this waste whenever necessary.

Failure to comply with any of the obligations stated herein related to the disposal of garbage, waste or grease will be cause for the immediate termination of the contract; mere written notification will suffice.

## 4.8 Other Requirements and Prohibitions

PRIDCO will provide, and pay for, periodic extermination and pest control services. However, Selected Proponent shall allow access to the cafeteria, for any such services.

The use of jukebox or loudspeakers that produce loud sounds, or that affect the peace and tranquility of diners, will not be allowed in the premises destined for the PRIDCO cafeteria. Similarly, games of any kind on the premises, without the prior consent of PRIICO, will not be allowed.

The personnel hired by the Selected Proponent shall wear uniform at all times, observing the highest degree of cleanliness, good appearance and conduct. All personnel who handle food must, at all times, wear disposable gloves, sanitary caps and closed shoes. PRIICO reserves the right to request the removal of any employee or representative of the Selected Proponent who does not meet the specified requirements.

The Selected Proponent may not Sublease, neither in whole nor in part, the facilities or services object of this RFP and may not assign or transfer the rights and obligations thereof to any other person or entity.

## 4.9 Damage Liability

The Selected Proponent must obtain and maintain in full force during the validity of the contract object of this RFP, and of any future renewal of the same, at his own cost, the policies and coverage mentioned below:

- Workmen's Compensation
- Package Policy – S.M.P. – All Risk

- Comprehensive General Life Liability
  - Limits: Combined Single Limit for Bodily Injury and Property Damage
  - Additional Insured: Puerto Rico Industrial Investment Corporation and Puerto Rico Industrial Development Company
- Additional Coverages:
  - Board Form Comprehensive General Liability Endorsement
  - Product Liability
  - Employer's Liability
- Property Insurance for Content, including:
  - Replacement Cost Endorsement
  - Extended Coverage Endorsement
  - Vandalism and Malicious Endorsement

Copy of these policies, as well as evidence of payment of their premiums, must be provided before the PRIDCO Insurance Department.

Regarding the General Responsibility Insurance, the Selected Proponent shall indemnify, hold harmless and defend PRIICO, its agents, servants and employees against all expenses, responsibilities, fines, demands, claims, including legal costs and expenses, actions of all kinds and nature, arising from damage to person or property, including, but not limited to, loss of use resulting therefrom.

Moreover, the Selected Proponent shall indemnify, hold harmless and defend PRIDCO and PRIICO for any violation of the law that occurs within its property, caused in whole or in part by any negligent act or omission from his part, or his employees (regardless if the act is within the scope of his employment), servant, agent, authorized person or visitor, or for the use or occupation of the property in a negligent manner, or in breach of any obligation of the contract object of this RFP.

PRIICO may require additional reasonable limits for coverage and public liability insurance, when deemed necessary.

In the event that any dinner incurs in improper conduct, the Selected Proponent must submit a report to the Principal Administration Officer for the corresponding action.

Proof of Experience

#### 4.10 Compliance

When hiring personnel, as well as in all phases of its operation, the Selected Proponent will comply with all applicable laws and regulations from the Departments of Natural and Environmental Resources, Health, Labor, Treasury and any other dependency of the Government of Puerto Rico, the Municipality of San Juan and/or the Federal Government.

#### 4.11 Oversight

An Evaluation Committee, appointed by PRIICO, will carry out an inspection every six (6) months of the cafeteria and will submit a report on the improvements or corrections to be made, if necessary. PRIICO reserves the right to resolve the contract object of this RFP, by means of written notification, if it deems that the Selected Proponent did not make the improvements or corrections in a reasonable way.

## 5. EVALUATION AND SELECTION

---

The Evaluation Committee will examine all Proposals to determine if they meet the proposal submission requirements. Proposals that are deficient in meeting the submission requirements or have omitted material documents may be rejected.

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion up to the maximum points allowed. The Evaluation Committee may request further clarification to assist 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. All contracts will be subject to final review and authorization by the Oversight Board consistent with its contract review policy available at – <https://drive.google.com/file/d/1ujjQKj5z120VJ2TQ07sa8CpR9ATrObsJ/view>

### 5.1 Evaluation Criteria

Fully responsive Proposals will include all herein requested information and documentation, as well as any other information deemed pertinent. Proposals will be scored. The final score will be based upon the criteria listed below:

- **Technical, Operational and Financial Capabilities (75 points)**  
Proponents' experience will be evaluated from a technical and operational perspective. In addition, the Evaluation Committee will evaluate the Proponent's financial capability to manage and operate the cafeteria. The following criteria will be taken into consideration:
  1. **Financial Capacity (15 points):** Proponent's financial capacity to carry out this engagement based on the Proponent's financial statements.
  2. **Operational Capacity (15 points):** Proponent's operational capacity to carry out the scope of services requested on this RFP.
  3. **Relevant Experience/Past Performance (35 points):** Proponent's capacity based on four (4) areas:
    - Observation of historical facts related to Proponent's working/professional experience.
    - Depth and breadth of the expertise and its relevance based on those observations.
    - The Proponent's past performance and relevant experience will be evaluated with a focus on past or present efforts to manage comparable facilities (e.g. number, size, and type of facilities)
    - Established local presence throughout the Island.
  4. **Required documentation (5 points):** Proponent's Proposal complies with all RFP requests for substantial and material information.
  5. **Validated references (5 points):** The Evaluation Committee will validate the performance of engagements carried out by the Proponent for previous clients.
- **Innovation and Improvements (10 points)**  
Favorable consideration will be made to Proponents who present or offer improvement or innovation components in the proposal, such as use of technology to enhance customer experience and satisfaction, or plan to improve facilities, or others.

- **Impact on Local Economic Development and Benefit to the Community** (15 points)  
The impact on local economic development will be comparatively evaluated among the Proposals submitted. The Evaluation Committee will award higher points to Proposals including greater participation of local parties. Another important item to be considered is the Proponent's presence or current plans to establish physical presence in Puerto Rico as evidence of the entity's contribution to Puerto Rico's economic development.

## 5.2 Short-listed Interview

The Evaluation Committee reserves the right, at its sole discretion, to invite Proponents to attend an interview with the Evaluation Committee. If the Evaluation Committee elects to conduct the interview, each qualified Proponent will be required to give a presentation not to exceed thirty (30) minutes. This presentation shall highlight Proponent's experience and expertise. The presentation shall also clearly explain the Proponent's approach and team composition. The Evaluation Committee may alter the scoring of a Proposal based upon the interview and presentation. Proponents are responsible for all costs or expenses incurred to attend such interview.

## 5.3 Direct Negotiations

The Evaluation Committee 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 PRIICO during these discussions or negotiations shall bind PRIICO 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.

The Evaluation Committee 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. Confidentiality warranties are subject to the conditions described in Section 8.1 below. The execution of a contract will be subject to final approval by the Board.

## 5.4 Selection

Following completion of the evaluation process, the Evaluation Committee will choose the Selected Proponent. PRIICO will notify the Selected Proponent and the parties will proceed to negotiate such written agreements as may be required and mutually acceptable (collectively, the "Definitive Agreements"), subject to compliance with all applicable laws and regulations.

# 6. PROPONENT REQUIREMENTS

---

## 6.1 Requirements of Legal Entities

Proponents 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., and comply with all applicable Puerto Rico or U.S. laws and/or requirements at the time of execution of definitive agreements.

## 6.2 Required General Qualifications of Proponent

Proponents to this RFP shall provide information in their Proposals that demonstrates the following general qualifications:

- Proponent has adequate financial resources to perform the contract, or the ability to obtain them.
- Proponent shall provide audited financial statements for the two (2) most recent fiscal years.
- Proponent is able to comply with an accelerated delivery or performance schedule.
- Proponent has a satisfactory performance record.
- Proponent has a satisfactory record of integrity and business ethics.
- Proponent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Proponent is compliant with Act 2-2018, also known as the Puerto Rico Anti-Corruption Code, or predecessor statutes.
- Neither Proponent nor any person or entity associated who is partnering with Proponent has been the subject of any claim or adverse findings that would prevent the Evaluation Committee from selecting Proponent. Such claims or 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.
  - Sales 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 Proponent or by any entity or individual that comprises Proponent.
  - Past or pending voluntary or involuntary bankruptcy proceeding.
  - Conviction for fraud, bribery, or grand larceny.

Proponents shall provide a listing and brief description of all legal actions for the past five years in which any firm that is part of the Proponent'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.

## 6.3 Insurance Requirements

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

- Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion (all policies must include Amendment-Aggregate per Project). The policy must include an endorsement for Full Operations and "Fire Liability" for no less than \$100,000.
- Property Insurance with coverage for "All Risks", for one hundred percent (100%) of the replacement value including the foundations of the property. This insurance must include coverage in case of fires,

hurricanes, earthquakes and any other similar event of nature, vandalism and malicious damage, machinery, and boilers (if applicable) in the building, including all changes, modifications, extensions, and improvements made to the leased facilities.

- The deductibles of the insurance policies required herein shall be the responsibility of the Third-Party Manager.
- Workers Compensation coverage according to the State Insurance Fund Corporation, as required by law: \$1,000,000 per accident, per employee, per sickness and aggregate.
- Endorsements that may include: PRIDCO, and or any subsidiary, affiliated or related entity. Specific provisions are to be determined once the RFP is awarded.
- 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, A.M. Best classification of not less than A- (Excellent) and Financial Size Category VI.
- Hold Harmless Agreement in favor of PRIDCO
- The Third-Party Manager shall relieve PRIDCO of any act or omission incurred during the execution of the real estate management contract. Therefore, he/she shall release PRIDCO for any damage or claim from any public or private entity which is related to the breach of the obligations established in the contractual relationship with PRIDCO. In the event that a public and/or private entity files a claim regarding any of the properties under the management of the Third-Party Manager, they shall ultimately be considered an indispensable party in any extrajudicial, judicial or administrative proceedings. Therefore, the Third-Party Manager acknowledges and agrees that PRIDCO shall have no joint, several, or vicarious liability for its actions.
- 60 Days' Notice of Cancellation
- Waiver of Subrogation
- 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.

## 7. PROPOSAL REQUIREMENT

---

### 7.1 Cover Letter and Table of Contents

Provide a cover letter describing the Proponent's interest and commitment to developing a full proposal which includes a certification that the information submitted by the Proposal is true and accurate and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Proponent and team member(s), if applicable. The designated contact person for the engagement shall be clearly identified.

Provide a table of contents that clearly identifies each of the Proposal's section, including the page number.

To the extent possible, Proposals should be as concise as possible and avoid excessive or unnecessary marketing materials.

### 7.2 Experience and Capacity

Provide a description and history of the Proponent and any subcontractors, focusing on previous experience relevant to the scope of services.

Provide a summary of the types of services the Proponent offers that relate to this RFP. Provide specific details about Proponent's previous experience, and any subcontractors. Identify engagement and/or staff experience with entities comparable to PRIICO, if available, for which Proponent and any sub-contractors provide or have provided similar services within the last ten (10) years.

Provide a list of similar projects managed by Proponent during the last 2 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 Proponent can provide the requested services. Each example should include:

- Name and location of client organization.
- Description of engagement or experience and objectives of the engagement, including beginning and ending dates.
- Identification of Team Members who had direct involvement.
- Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- Information regarding the engagement that would demonstrate successful 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.

The Evaluation Committee may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the Proponent to the client during the engagement. Please provide at least three (3) references for the lead Proponent and two (2) for Proponent's partners or subcontractors, as applicable. 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. Any and all information or reference provided by a Proponent may be used by the Evaluation Committee to conduct credit and background checks. Provide a summary of the Proponent's expertise that describes Proponent's unique capabilities. This narrative shall highlight Proponent's ability to provide the services requested in this RFP. Provide a listing of the names, resumes and relevant experience of the Key Individuals and Team Members that would be assigned to the engagement, and their proposed roles. Resumes can be attached as an appendix. Include Team Members' qualifications, identification of which Team Member will be the direct contact for the engagement.

In addition, identify any sub-contractors and local parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the Proponent (name, title, location, telephone number, and email address).

### 7.3 Approach and Methodology

Each Proponent must indicate its understanding of the scope of services required for the engagement, plus any refinements it feels are warranted. Provide a description of Proponent's approach to the services requested through this RFP. Highlight any innovative ideas Proponent may have to reduce costs or produce a better solution.

In addition, explain how Proponent will achieve the goals, objectives, tasks, and/or deliverables outlined in the RFP. Specifically address how Proponent proposes to effectively perform all tasks included in the Scope of Services and how Proponent intends to cohesively deliver all the services in an organized manner. Proponent shall provide a preliminary engagement schedule that specifies key milestones during transition phase. Proponent shall also provide the overall engagement timeline and phasing plan that describes Proponent's strategy and timing for delivering the various components of the engagement.



## 7.4 Cost and Price Proposal

Proponent shall provide a detailed proposal for estimated fees associated with the functions outlined herein in the Scope of Services including any fees for typical ancillary services. Proposals shall include Proponent's understanding of issues that may impact the schedule of cost.

As outlined in Section 4 – Scope of Services, proposals shall include a fee estimate to perform the requested services for the Trusteed Properties only, and a separate fee estimate to perform the requested services for all Properties, including Non-Trusteed Properties.

## 7.5 Commitment to Complying with all Applicable Laws

Proponents shall explain their approach to complying with all Applicable Laws. Proponents shall also indicate what characteristics of the team set them apart in terms of commitment to compliance with all laws and requirements. Indicate what specific trainings and expertise the team has that reinforces the commitment to legal compliance.

A Proponent's failure to comply with Applicable Laws due to negligence, error or any other cause that affects the provision of the services requested shall not be cause for relief from responsibility.

Proponent acknowledges that this RFP may be withdrawn or amended in response to changes in Applicable Laws. Proponents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with real estate management in Puerto Rico, and any other matters that might, in any way, affect Proponent's roles and responsibilities in the engagement.

## 7.6 Additional Certifications and Representations

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Selected Proponent shall obtain, before execution of a contract, the following:

- Articles of incorporation, certificate of formation, partnership agreement, or other formation documents.
- By-laws, operating or joint venture agreement or any other governing documents.
- Resolution of the Board of Directors or governing organization, as the case may be, authorizing the participation in the RFP process.
- If a corporation 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 PRIDCO, 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.
- 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").
- 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.
- 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).

- 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.
- 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.
- Worker's Compensation Insurance policy issued by the State Insurance Fund.
- Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
- The Proponent may include with the Proposal a valid and effective certification evidencing its registration in the Sale Registry of Professional Service Providers of the Puerto Rico General Services Administration and its eligibility to contract with the Government. Presentation of the certification, if valid and effective, shall constitute sufficient evidence of compliance with certifications above required under items 1 through 8.
- If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
- 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.
- A resolution from the Proponent's board of directors or a certification from the partnership authorizing the Proponent's representative to execute the Contract.
- The Proponent shall expressly state its compliance with the Puerto Rico Act 2-2018 Anti-Corruption Code through a sworn statement.
- Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department.
- Tax Return Submission Certificate issued by the Municipal Revenue Collection Center ("CRIM", for its Spanish acronym).
- Debt Certificate for all concepts, issued by CRIM or evidence of a complying payment plan.
- Debt Certificates issued by the Puerto Rico Labor Department for Unemployment Insurance, Temporary Non-occupational Disability Taxes, and Chauffeurs Insurance, or evidence of a complying payment plan.
- In-effect policy certificate from the State Insurance Fund Corporation (CFSE).
- Debt Certificate from the State Insurance Fund Corporation.
- Debt Certificate from Administration of Child Support Enforcement (ASUME).
- Sworn Statement Under Act 2-2018, duly completed and notarized

In addition, submit the following certifications, in compliance with federal regulations.

- Limited Denial/ Debarment Affidavit
- Non-Collusion Affidavit
- Lobbying Certification
- MBE/ WBE Efforts Certification

In addition to the foregoing warranties and representations, the Proponent shall acknowledge, represent, and warrant in the Proposal that no official or employee of PRIICO, or relatives thereof, would have a direct or indirect economic interest in the Proponent's rights, should it ultimately sign the Contract, in accordance with Act 2-2018, known as the *Anticorruption Code for a New Puerto Rico*. The Proponent shall also certify in its Proposal having obtained a copy, read, and understood, and being committed to comply with Act 2-2018.

## 8. ADDITIONAL INFORMATION

---

### 8.1 Confidential and Proprietary Information

Information considered trade secrets or non-published financial data may be classified as proprietary by Proponents. Proposals containing substantial contents marked as confidential or proprietary may be rejected by PRIICO. Provision of any information marked as confidential or proprietary shall not prevent the Government Parties from disclosing such information if required by law.

### 8.2 Conflicts of Interest

Proponents shall be responsible for reviewing and certifying that they are in full compliance with all applicable Government ethic laws, regulations, and guidelines, including without limitations: Act 2-2018, known as *the Anticorruption Code for a New Puerto Rico*, and Act 1-2012, known as the *Government Ethics Act of 2011*.

Proponents 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. 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 concluded.

During the selection process, PRIICO may request information on any perceived conflict of interests. Also, PRIDCO may in the future request a list of direct or indirect relationships Proponent including its Key Individuals and Team Members have to officials at any of the Government Entities. In the event of real or apparent conflicts of interest, PRIDCO 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 Proponents. PRIICO reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to PRIICO'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 its Proposal 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 Proponent 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 Proponent.

### 8.3 Rejection of Proposals; Cancellation of RFP; and Waiver Informalities

PRIDCO reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation with or without reissuing this RFP or another version of it, if it deems that doing so is in the best interest of PRIDCO or the Government.

This RFP may be cancelled by PRIDCO for any reason, including without limitation for convenience,

including for lack of funds or, if in PRIDCO's sole discretion, none of the Proposals meet its requirements or fulfills its needs of the proposed engagement.

PRIICO, at its sole discretion, also 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. PRIICO 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 PRIICO or the Government.

#### 8.4 Ownership of Proposal

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

#### 8.5 Cost of Preparing Proposals

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

#### 8.6 Errors and Omissions in Proposal

PRIICO reserves the right to reject a Proposal that contains errors or omissions. PRIICO also reserves the right to request the correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without requesting clarifications to all Proponents.

The Proponents are responsible for errors and omissions in their proposals and any such errors and omissions will not reduce their obligation to PRIICO.

#### 8.7 Review and Reconsideration

Any Proponent adversely affected by a decision made by PRIICO in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Evaluation Committee in accordance with the *Uniform Administrative Procedure Act of the Government of Puerto Rico, Act 38-2017*, as amended.

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

#### 8.9 Bid Bond or Other Form of Security from the Preferred Proponent

As security for the selected Proponent's good faith negotiation of an agreement with PRIDCO pursuant to its Proposal, once the Proponent has been selected ("Preferred Proponent"), it must furnish a bid bond from a corporate surety licensed to do business in Puerto Rico in favor of PRIICO. The Preferred Proponent must deliver the bid bond within ten (10) days of being notified by PRIDCO of its selection. The condition of the bid bond shall be that the Preferred Proponent shall not withdraw its Proposal and shall execute a contract with PRIICO, if so offered and negotiated in good faith. The Preferred Proponent shall be released from the bid bond once the contract with PRIICO has been signed or PRIICO and Preferred Proponent have not signed a definitive agreement, notwithstanding good faith efforts to negotiate and execute the same. If the Preferred Proponent withdraws the Proposal, fails to negotiate in good faith with PRIICO, or if after PRIICO and the Preferred Proponent agree on terms of a contractual agreement, but the Preferred Proponent fails to sign a contract, the

amount of the bid bond will be automatically forfeited and retained by PRIICO as liquidated damages, after providing written notice to the Preferred Proponent. PRIICO reserves the right to terminate negotiations at any time, with or without cause, and return the bid bond to the Preferred Proponent.

In lieu of a bid bond, the Preferred Proponent may tender a certified check or bank draft drawn on a solvent bank or trust company, acceptable to PRIICO and with its principal place of business in Puerto Rico, payable to the "Puerto Rico Investment Corporation" or other form of financial security acceptable to PRIICO. The certified check or bank draft shall be deposited in a bank account of PRIICO and may be commingled with other funds of PRIICO.