



GOVERNMENT OF PUERTO RICO  
PORTS AUTHORITY

## REQUEST FOR PROPOSAL (“RFP”)

FOR

## THE SALE OF LAND IN THE MUNICIPALITY OF FAJARDO (DIEGO JIMENEZ TORRES AIRPORT)

**PUERTO RICO PORTS AUTHORITY**

RFP Issued: **October 24, 2024**  
Proposal Due Date: **November 15, 2024**

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## 1. Definition/Acronyms

The following terms shall have the meanings indicated below, which shall be applicable to both their singular and plural forms:

- **“Addendum”** or **“Addenda”** refers to a written or graphic document issued by the PRPA before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
- **“Authorized Representative”** refers to the person authorized to bind the Proposer in matters related to the RFP and the Contract.
- **“Award Notice”** refers to the award determination or notice to be issued by the PRPA Executive Director/ Board of Directors in relation to this RFP.
- **“Award Winner”** or **“Selected Proposer”** means a Bidder or Proposer awarded a Contract resulting from this RFP.
- **“BaFO”**- refers to a best and final offer that may be requested by PRPA.
- **“Bidder”**, **“Proposer”** or **“Respondent”** means a(n) (i) legal person, (ii) joint venture, or (iii) partnership, or (iv) consortium of partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.
- **“Bid Appeals Board”** refers to the administrative body in charge of resolving any dispute arising from the process whereby a bidder disputes the award of an Auction. The Bid Auction Appeals Board shall be appointed by the Executive Director and ratified by the Board of Directors of the Authority.
- **Blackout Period:** refers to the specified period during the competitive procurement process in which any Respondent, bidder, or its agent or representative, is prohibited from communicating with any PRPA employee or contractor involved in any step in the procurement process about this procurement.
- **“Contract”** or **“Contract(s)”** refers to the agreement(s) to be executed between the PRPA and the Selected Proposer(s) in accordance with this RFP.
- **“Real Estate Acquisition and Property Disposal Committee”** or **“Evaluation Committee”**- refers to the evaluation committee responsible of evaluating and making

the recommendation to the Executive Director for the acquisition or disposition of real estate. The Committee shall be designated by the Executive Director, and it is composed of one (1) President, and four (4) members designated by the Executive Director. The Committee must include representation from the General Counsel's Office and the Administration Office, as well as other areas involved in the acquisition of real property.

- **"FAA"**- refers to the Federal Aviation Agency.
- **"Government Entity"** or **"Government Entities"** refer to any department, agency, board, commission, body, bureau, office, public corporation, or instrumentality of the Government of Puerto Rico's Executive Branch, whether existing or to be created in the future.
- **"PRPA"** refers to the Puerto Rico Ports Authority.
- **Property** refers to the facilities and land of the former Diego Jimenez Torres Airport.
- **"Proposal"**, **"Electronic Proposal"** refers to the response(s) submitted by Proposer(s) for this RFP.
- **"Proposal Due Date"** refers to the date and time on which the Proposals are due. Proposals received after the stipulated date will not be accepted by the PRPA.
- **"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 the PRPA.
- **"Selected Proposer"**- means a responsible and responsive Proposer whose Proposal complies with the requirements of this RFP, obtains the best score, in accordance with the requirements of the RFP, and successfully negotiated the execution of a contract with the Authority.

## 2. Overview, Purpose, and Intent

The Puerto Rico Ports Authority ("PRPA" or "Authority") is a public corporation of the Government of Puerto Rico charged with developing, operating, and overseeing all seaports and airports in Puerto Rico. The PRPA was created pursuant to Act Number 125 of May 7, 1942, as amended, known as the "Puerto Rico Ports Authority Act".

### 2.1. Background

The Authority currently owns some lands that are no longer useful for the purposes established by the Organic Law, Act 125-1942. This is the case of the land where the Diego Jimenez Torres Airport (Former Fajardo Regional Airport) is located. Through Resolution 2015-021, it was authorized to declare the facilities and lands of the Former Fajardo Regional Airport located in the municipality of Fajardo, as excess and to dispose of the lands in accordance with the best interests of the Authority and to carry out the established legal procedures, including the issuance of all necessary administrative documents and public deeds.

Furthermore, on April 29, 2015, the Federal Aviation Agency ("FAA") authorized the Authority to proceed with the disposition of the Property. Certainly, the sale of this Property will maximize the resources and help the economic improvement of the Authority.

### 2.2. Purpose and Intent

PRPA, in accordance with the faculties granted by Act No.125- 1942, as amended, Regulation Number 8981 for Bids and Request of Proposals, and Regulation 8431, Regulation for the

Acquisition and Disposition of Real Property, is seeking Proposals from interested Qualified Respondents for the purchase and sale of two (2) parcels of land, Parcel A measuring 94.6350 *cuerdas* and Parcel B measuring 3.0481 *cuerdas* (hereinafter, the "Property"), located in the Municipality of Fajardo. The proposed development project for the Property should promote the economy of Puerto Rico.

PRPA reserves the right, without limitation, to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding Contract, if it deems that doing so is in its best interests and in the public interest. Likewise, PRPA reserves the right to modify the Contract(s) of the Selected Proposer.

Award of the Contract(s) will be made to the Proposer whose Proposal, in accordance with this RFP, is the most advantageous to the Government, price, and other criteria to be considered.

### 3. Specifications and General Conditions

The PRPA is seeking to select Qualified Respondents who have financial responsibility and a reputation for business integrity to acquire the Property and execute a development that represents growth, recovery and impacts the economy of Puerto Rico.

#### 3.1. Property Description

The Property is described as follows:

**Parcel A:** Parcel of land located in the Barrio Florencio of the Municipality of Fajardo, Puerto Rico, with a total area of 94.6350 *cuerdas*. Bordering on the **NORTH** and **WEST** with lands of San Pedro, property of the Puerto Rico Land Authority and a portion of the old Camino Río Arriba, and on the **EAST** and **SOUTH** with lands of San Pedro, property of the Puerto Rico Land Authority. Register No. 12502, Folio 170 of volume 295 of Fajardo.

**Parcel B:** Parcel of land located in the Barrio Pueblo Oeste and Florencio of the Municipality of Fajardo, Puerto Rico, with a total area of 3.0481 *cuerdas*. Bordering on the **NORTH** with the SR976, on the **SOUTH** with the Fajardo Airport and: on the **EAST** and **WEST** with lands of San Pedro, property of the Puerto Rico Land Authority. Register No. 12503, Folio 170 of volume 295 of Fajardo.

The subject property has three (3) detached structures with a combined gross building area of 8,017 square feet. The site includes a runway of approximately 3,600 linear feet longitudinal and 75 feet wide with taxiway and apron (tarmac) facilities. It also includes chain-linked perimeter fences, front gate, and asphalt paved areas for approximately two hundred fifty-five (255) parking stalls. The rest of the property is raw vacant land.

Property information and supporting documentation provided herein is based upon circumstances existing at the time this document was released. Proposers shall coordinate with the PRPA to visit the Property, investigate, examine, and become fully acquainted with the conditions relating to and affecting it. Failure of a Proposer to have received or examined the RFP documentation or to

have visited the Property and become familiar with the conditions therein shall not relieve any Proposer of its obligations with respect to the Proposal or the Contract.

### **3.2. General Conditions of the Transaction**

- i. The Property may not be used for airport purposes.
- ii. The Selected Proposer will accept the area to be purchased in its present physical condition ("as is"). PRPA makes no commitment for any repairs, alterations, or improvements to such property.
- iii. The trustees, successors, or trustees of the Selected Proposer, if any, shall be bound by the commitments made by such Proposer under the contract to be awarded.
- iv. Prior to any transfer of the Property, the Selected Proposer, as applicable, shall pay any amounts owed to the Authority up to the date on which the transfer is made or effected.
- v. Negligence or neglect of duty on the part of the Selected Proposer shall constitute sufficient cause for immediate termination of the transaction without prior notice.
- vi. The Selected Proposer shall confirm in its Proposal that it is not conditioned on the Proposer obtaining any financing and shall accept that, if the Selected Proposer does not sign the deed of sale due to lack of financing, it will be considered a default that will result in the award in its favor being null and void, and the guarantee or deposit that accompanied its Proposal shall be retained and the same shall remain in favor of the Authority.
- vii. The revenues from the sale of the Property shall be used for the development of the airports owned by the Authority.
- viii. The Authority will be responsible for selecting the Notary Public who will execute the corresponding deeds required for the transaction. The Selected Proposer will be responsible for the cost of the deeds.
- ix. All transactions shall be performed in accordance with all Local and Federal Government laws, regulations, and executive orders, as applicable. Likewise, all transactions are subject to the restrictions and conditions required by the FAA.
- x. The contract will be interpreted in accordance with state and federal laws, as applicable. The Selected Proposer shall comply with applicable state and federal laws and regulations, as well as any court or administrative orders, as applicable.
- xi. The Authority shall establish a restrictive condition over Parcel B, as Parcel B constitutes the access road to Parcel A. Parcel B shall remain for public use as an access road.
- xii. Minimum Sale Price. As per FAA regulation, the Authority established a Fair Market Value. The Authority will not consider Proposals with a sales price of less than \$1,150,000.00, which is the minimum amount approved by the FAA for the sale of land.

### 3.3. Government Contracting Requirements and Required Certifications

- i. Upon awarding the contract, the parties will declare that no official, public employee or member of their family unit (as applicable) has any pecuniary interest, direct or indirect, in the contract to be executed.
- ii. No person may contract with executive agencies if there is a conflict of interest. All Proposers must certify that they do not represent particular interests in cases or matters involving a conflict of interest, or public policy, between the Authority and the particular interests the Proposer represents.
- iii. The Selected Proposer shall certify that, at the time of signing the contract, it has filed its tax forms during the five (5) years prior to the awarding of the contract and does not owe any taxes to the Government. Such condition is essential for the awarding of the contract, and if the certification is not correct in whole or in part, it shall be sufficient cause for the Authority to annul the award. In the event that the Selected Proposer has tax debts with the Government, and is under a payment plan, it must certify it and indicate that it is complying with the terms and conditions thereof, as well as evidence of the payment plan.
- iv. In the event that the Selected Proposer is not required to file income tax returns, during or part of the five (5) year period, for any of the reasons set forth in the Puerto Rico Internal Revenue Code, as amended, it shall submit an Affidavit stating the reasons why it is not required to file income tax returns and the certification of the Department of the Treasury to such effect.
- v. The Selected Proposer must certify prior to the execution of the contract that it agrees to be subject to the provisions of Act No. 2 of January 4, 2018, Anti-Corruption Code for the New Puerto Rico, and provided the Affidavit required by the statute in Article 3.3.
- vi. The Selected Proposer may be required to provide the following certifications, after receipt of the Notice of Award, and prior to execution of any contract:
  - Last Five (5) Years Income Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department certification
  - No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
  - Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department
  - Sales Tax No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
  - Copy of the certificate of registration of traders (Model SC 2918)
  - No Debt, Puerto Rico Municipal Taxes Collection Center (CRIM)
  - Property Tax Form Filing, CRIM
  - Certification of Registration as an Employer and of Debt regarding Unemployment and Disability Insurance, issued by the Department

- of Labor and Human Resources
- Certificate of no debt, or payment plan and compliance therewith and Worker’s Compensation Insurance policy issued by the Puerto Rico State Insurance Fund Corporation (CFSE, by its Spanish acronym)
- Minors Support Filing, ASUME certification
- Certificate of Existence or Certificate of Authorization to do Business in Puerto Rico [Corporations]
- Good Standing Certificate [corporations only], Puerto Rico Department of State
- Corporate Resolution authorizing officer to sign the contract
- Sworn Statement, Act 2, January 4, 2018, as amended

## 4. RFP Procedures

This RFP shall be governed by the procedures described in the following sections.

### 4.1. RFP Documents Acquisition

The RFP documents are available for download at the PRPA Website (<http://www.prpa.pr.gov/>) To download the documents, prospective Proposers must go to the website, where all procurement documents will be published. RFP Documents will be available from the RFP Issuance date.

### 4.2. Addenda

The PRPA reserves the right to amend this RFP at any time. Any amendments prior to the receipt of the Proposals will be issued by Addendum. The PRPA will post copies of each Addendum for all prospective Proposers to download at the PRPA Website (<http://www.prpa.pr.gov/>) All prospective Proposers must monitor PRPA’s website to retrieve any Addenda.

### 4.3. RFP Timeline

A summary schedule of major activities associated with this RFP is presented in the table below. Please note that the RFP timeline includes target dates and may change, subject to the sole discretion of PRPA, through the issuance of Addendum.

Proposers are responsible for monitoring the PRPA Website (<http://www.prpa.pr.gov/>) for updates to the RFP timeline and other important information.

| Event                                     | Time and Date    |
|---|------------------|
| Publication of RFP on PRPA’s website      | October 24, 2024 |
| Deadline for Registration Form Submission | October 31, 2024 |
| Period for Site Visits                    | November 4, 2024 |



|  |  |
|--|--|
| Submission of Questions and Request for Clarifications                   | November 6, at 4:00 pm (AST)                     |
| Responses to Questions and Request for Clarifications                    | November 8, 2024                                 |
| Proposal Due Date (Electronic Submission Only)                           | On or before November 15, 2024, at 4:00 pm (AST) |
| Notice of Award (Expected)   | November 22, 2024                                |
| Estimated Date of Contract Execution and Full Payment of the Transaction | December 6, 2024                                 |

#### 4.4. Site Visits

Prospective Proposers shall coordinate with the PRPA to visit the Property, investigate, examine, and become fully acquainted with the conditions relating to and affecting it. Site visits must be coordinated with the PRPA and under no circumstances shall the prospective Proposers visit the Property without the express written consent and authorization from the PRPA.

Failure to do so shall preclude the Proposers from filing complaints or claims regarding the condition of the Property with the Authority, and the Authority shall be relieved of all liability in connection therewith. The submission of a Proposal shall be taken as *prima facie* evidence of compliance with this section.

#### 4.5. Sale Price Deposit

Once the Proposer is selected, a deposit of 10% of the sales price will be required to establish the purchase and sale agreement between the parties. This deposit must be received within five (5) days of notice of award. The deposit is part of the approval process established by the Real Property Evaluation and Disposal Committee (“CEDBI” for its Spanish acronym) of the Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF” for its Spanish acronym)

#### 4.6. Correspondence and Communications

Inquiries and communications regarding the RFP must be submitted to the RFP Coordinator, **José A. Román Rivera**, by electronic mail to [jroman@prpa.pr.gov](mailto:jroman@prpa.pr.gov), with cc to [ljimenez@prpa.pr.gov](mailto:ljimenez@prpa.pr.gov).

#### 4.7. Prohibited Communications/ Blackout Period

Verbal communications regarding the contents of this RFP are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals. The Blackout Period is a specified period during a competitive procurement process in which any Respondent, bidder, or its agent or representative, is prohibited from communicating with any PRPA employee or contractor involved in any step in the procurement process. The Blackout Period applies not only to PRPA employees, but also to any current contractor of PRPA. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. This solicitation designates the RFP Coordinator and all communications to and from potential

Respondents and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator.

#### **4.8. Submission of Inquiries**

Prospective Proposers may submit questions regarding the intent of the clarity of this RFP and its Exhibits. Proposers shall submit all questions in writing on or before the deadline date set forth in Section 4.3 of this RFP to the email address specified in Section 4.6 of this RFP. Questions shall be clearly labeled and shall cite the Section(s) and page number of this RFP or other document that forms the basis of the question. Questions may be submitted in English or Spanish. Responses to all Proposers' questions will be distributed as an Addendum to this RFP on or before the date set forth in Section 4.3 and posted on the PRPA website (<http://www.prpa.pr.gov/>).

All documents relating to the procurement process, including any Addenda issued by the PRPA, are and will be available for download at <http://www.prpa.pr.gov/>. All prospective Proposers are responsible for consulting the website to verify Addendums issued as part of this process.

#### **4.9. Representation for Proposal Submission**

PRPA reserves the right, without limitation, to make such investigations as it deems necessary into the qualifications and/or perceived conflicts of interest of any and 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. In the event that any or all Proposals are rejected, PRPA reserves the right, without limitation, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall agree to comply with all applicable federal and state laws and regulations. The issuance of this RFP does not constitute a commitment on the part of the Government of Puerto Rico and/or PRPA to award a Contract.

#### **4.10. No Obligation to Contract/ Rejection of Proposal/ Cancellation of RFP**

Issuance of this RFP does not constitute a commitment by PRPA to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law. PRPA will not have any binding obligation, duties, or commitments to the Selected Proposer(s) until and unless a contract has been duly executed and delivered by PRPA after approval by the appropriate governmental authorities. If PRPA is unable to negotiate a mutually satisfactory agreement with the Selected Proposer(s), it may, in its sole discretion, negotiate with the next highest-ranked Proposer (s) or cancel and reissue a new RFP.

PRPA reserves the right to accept or reject, in whole or in part, all 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 of Government of Puerto Rico or PRPA. If any or all proposals are rejected, PRPA reserves the right to re-solicit proposals.

#### **4.11. Ownership of Proposals**

All materials submitted in response to this RFP shall become the property of the PRPA and will not be returned. Selection or rejection of a Proposal does not affect this provision.

#### **4.12. Confidentiality of Proposals**

PRPA shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proposer so identifies such information in its Proposal as proprietary or confidential, and (ii) PRPA determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. PRPA obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proposer desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those portions of the Proposal that constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. PRPA shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proposer thereby grants to PRPA an unrestricted license to use such unrestricted portions of the Proposal.

This RFP may also contain confidential and proprietary information of the Authority that is provided for the sole purpose of enabling the Proposer to respond to the RFP. The Proposer agrees to keep such information confidential and not to copy or disclose the information in the RFP to anyone outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than the preparation of a response or proposal to this RFP.

## **5. Proposal Requirements and Format**

All Proposals shall comply with the general requirements stated in the following sections.

### **5.1. Proposal Format**

To ensure uniformity to specific requirements and prompt reference among all Electronic Proposals, the format of the Electronic Proposals shall adhere to the following parameters:

- Electronic Proposal documents shall be typewritten on standard 8" x 11" pages. Pages shall have a one-inch margin. The written content of the Proposal must be set at one and one-half (1.5) line spacing.
- Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.

- The Electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- All documents that need a signature as part of the Electronic Proposal shall be signed in blue or black ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer's Authorized Representative at the right-top corner of every page.
- Electronic documents must be sealed with the Proposer's Corporate Seal when applicable.
- Electronic Proposals' cover pages shall include the Proposer's name, contact information, and mailing address, the RFP submission date, and the RFP title. The responses shall be addressed to:
  - **Attn. José A. Román Rivera**  
**Regional Airports General Manager**  
[jroman@prpa.pr.gov](mailto:jroman@prpa.pr.gov)
  
  - cc Lourdes M. Jiménez Román**  
**Contract Specialist**  
[ljimenez@prpa.pr.gov](mailto:ljimenez@prpa.pr.gov)
- Below each signature, the full name of each signatory must be included.

## **5.2. Proposal Sections**

Proposals shall incorporate the following sections in the order provided. In each section, Proposers must meet all the requirements included in the RFP. PRPA reserves the right to reject any proposal that does not fully satisfy these requirements.

### **5.2.1. Cover Page (1 page)**

### **5.2.2. Cover Letter (maximum 2 pages)**

### **5.2.3. Financial Capability (maximum 4 pages, excluding required forms)**

### **5.2.4. Organization and Development Plans (maximum 5 pages, excluding required forms)**

### **5.2.5. Economic Proposal (maximum 2 pages, excluding required forms)**

## **5.3. Proposal Execution**

The Proposals must be properly executed by an authorized representative of the Proposer. In order to constitute proper execution, the Proposal shall be in strict compliance with the following:

- **Individuals:** Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- **Partnerships:** Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If the authorized representative signs the Proposal, a power of attorney, dated and executed by all partners of the Proposer, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer.
- **Corporations:** Proposals submitted by corporations shall state the correct name of the corporation and must be signed by an authorized officer, whose authority to bind the corporation must be evidenced by the corresponding corporate resolution. The title or position occupied by the corporate officer executing the Proposal shall appear below the signature.
- **Joint Venture:** Proposals submitted by a joint venture shall be signed by all members of the joint venture. If the Proposal is signed by only one member of the joint venture entity, the Proposal shall be accompanied with a copy of the joint venture agreement evidencing that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the date and time specified for proposal submission.

#### 5.4. Proposal Submission Procedure

Proposals are to be submitted on the Proposals Due Date stated in Section 4.3 of this RFP. Proposals submitted after the prescribed deadline will not be allowed. Submissions of Proposals in response to the RFP will only be accepted by electronic means to the following email address and subject line:

|   |   |
|---|---|
| <b>To:</b><br><a href="mailto:jroman@prpa.pr.gov">jroman@prpa.pr.gov</a><br>cc <a href="mailto:ljimenez@prpa.pr.gov">ljimenez@prpa.pr.gov</a> | <b>Subject Line:</b><br><b>Proposal for Land for Sale in the Municipality of Fajardo (Diego Jimenez Torres Airport)</b> |
|---|---|

Proposers are advised that the PRPA will neither require nor accept physical proposal submissions, whether by courier, FedEx, UPS, DHL, personal delivery, or similar physical means. If Proposals are submitted in both electronic and paper formats, the PRPA will only consider the electronic format for evaluation.

## 6. Evaluation Criteria

Proposals shall comply with the information specified in the following sections.

- a. **Organizational Documents and Conflicts of Interest:** Refer to Section 3.3.
- b. **Financial Capability:** Proposers will be required to submit written evidence from a Financial Institution indicating the amount of available cash, and a letter of credit for the transaction or financial statement. This is an essential requirement of the RFP, and failure to submit it will automatically disqualify the Proposer.
  - i. **References:** Each Proposers shall provide at least three (3) references. Proposers will provide for each reference the name, contact person, phone, and email address.
- c. **Organization and Development Plans:** Each Proposer will prepare and submit a document with a development approach for the Property, considering any of the restrictions imposed herein, if applicable. In such document it shall explain how it will approach and secure the development of the Property in a manner that will ensure maximum effectiveness and positive outcomes that will result in the economic development of the area and positively impact the country's economy and recovery.
- d. **Economic Proposal:** The Economic Proposal submitted by the Proposer for the purchase of the Property shall include the following:
  - i. A formal commitment of any financing arrangement must be provided in the submission of the Proposer's Proposal.
  - ii. Verifiable documentation showing that the Proposer has the funds available to execute the Economic Proposal to the PRPA, or an official letter of credit commitment.
  - iii. PRPA expects closing to occur with payment in full within three (3) weeks of the Notice of Award, subject to any necessary approvals from the FAA or other federal or state/local entity, as applicable.
  - iv. Any other factors that PRPA or its Board of Directors, in its sole discretion, deems necessary and advisable or relevant.

**Notwithstanding the foregoing, PRPA reserves the right to waive minor irregularities and minor instances of non-compliance.**

## **7. Proposal Evaluation**

Proposals will be evaluated by the PRPA as described in the following sections.

### **7.1. Evaluation Committee**

An Evaluation Committee will be appointed by the PRPA, for which it may rely on specialized advisers, consultants, and/or subject-matter experts that will review and score the different sections of this RFP, as well as make final recommendations to the PRPA Executive Director. Following receipt, the responses of all Proposers will be reviewed for completeness and analyzed based upon the criteria described in this RFP.

## 7.2. Evaluation

The Evaluation Committee shall conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

Following the submittal of Proposals, the Evaluation Committee will meet to evaluate each Proposal based on the requirements and evaluation criteria set forth in Sections 5 and 6 of this RFP, respectively. A score to each evaluation criteria will be assigned by the Evaluation Committee. The Evaluation Committee may request clarifications to Proposers to assist in gaining additional understanding of the Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

## 7.3. Proposal Scoring

The table below presents the maximum points to be awarded for each requirement and evaluation criteria of the Proposal.

| <b>Requirement/ Criteria</b>       | <b>Maximum Points</b> |
|------------------------------------|-----------------------|
| Financial Capability               | 30                    |
| Organization and Development Plans | 30                    |
| Economic Proposal                  | 40                    |
| <b>Maximum Total Points</b>        | <b>100</b>            |

## 7.4. Negotiations

The PRPA may (but is not obligated to) select the best qualified Proposers to invite to one or more finalist meetings. The purpose of such meetings will be to clarify any aspect of the Proposal and/or to clarify any questions regarding the RFP requirements. No statement made or action taken by the PRPA during such discussions or negotiations shall bind the PRPA in any way. After each interview or meeting with any of the best qualified Proposers, the Evaluation Committee may require them to submit written confirmation of any clarification of the Proposal discussed at the meeting.

Likewise, PRPA reserves the right (but not the obligation) to request that such Proposers revise their offers and/or provide additional information in writing, as well as to request a Best and Final Offer (BaFO) from them, in order to place PRPA in a better position to award the proposals.

## 7.5. Selection and Award

The Evaluation Committee shall recommend the Proposer, conforming to this RFP, which obtains the highest total Proposal score. Following the final recommendation of the Evaluation Committee to the Executive Director, the PRPA Board of Directors will issue a resolution of award or cancellation.

## **7.6. Rejection of Proposals and Cancellation of RFP**

The PRPA reserves the right, without limitations, to accept or reject, in whole or part, any or all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest, the Government of Puerto Rico, the PRPA or the impacted communities.

## **8. Reconsideration and Judicial Review**

### **8.1. Reconsideration**

Any person, party or entity that considers itself having been adversely affected by an award determination of the PRPA, made in relation to this RFP, may file a petition for reconsideration ("Protest") before the PRPA Bids Appeals Board within the ten (10) days from the date on which a copy of the Award Notice is duly notified in accordance with Article XIX of the Regulation 8981, and the Puerto Rico Uniform Administrative Procedure Act, Act No. 38-2017, 3 LPRA § 9659, as amended. A Protest must be in writing, shall be submitted with two (2) copies, and contain the following:

- The procurement title and/or number under which the Protest is made.
- Name and address of the allegedly aggrieved party.
- A summary of the Bids presented in the Auction and a true and concise narrative of the important and pertinent facts.
- A detailed description of the specific grounds for the Protest, including a brief and concise statement of the errors and all supporting documentation.
- A discussion of the errors stated, including the applicable provisions of law and jurisprudence.
- The specific ruling or relief requested.
- A protest bond that shall serve as security for any damages that the protest may cause to the Authority, and which shall consist of fifteen percent (15%) of the Proposal amount, which shall not be reimbursable. The bond shall be posted in cash, certified check, money order or a bond issued by a company approved by the Office of the Commissioner of Insurance of Puerto Rico.

The Protest shall be addressed to:

Bid Appeals Board  
PO Box 362829  
San Juan, P.R. 00936-2829

A copy of the Protest shall be sent to the President of the Bids Board and to all Proposers participating in the RFP. The Protest must include a certification that the Bids Board and Proposers that participated in the RFP were notified by certified mail with return receipt, within the term established to submit the motion for reconsideration.

A request for reconsideration or other petition for review that fails to comply with Applicable Law may be dismissed or denied without further consideration.



The Bids Appeals Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof. If the Bid Appeals Board does not resolve, address, or otherwise resolve the Protest, the period for seeking judicial review will begin to run after the aforementioned term.

## **8.2. Judicial Review**

Any party adversely affected by a final decision or order by the Bid Appeals Board may seek judicial review before the Puerto Rico Court of Appeals within thirty (30) days from the date in which a copy of the notice of the final decision or order of the Bid Appeals Board was filed by U.S. postal mail.

The mere filing of a petition for reconsideration before the PRPA Bid Appeals Board or filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

Exhibit A (Drawings)

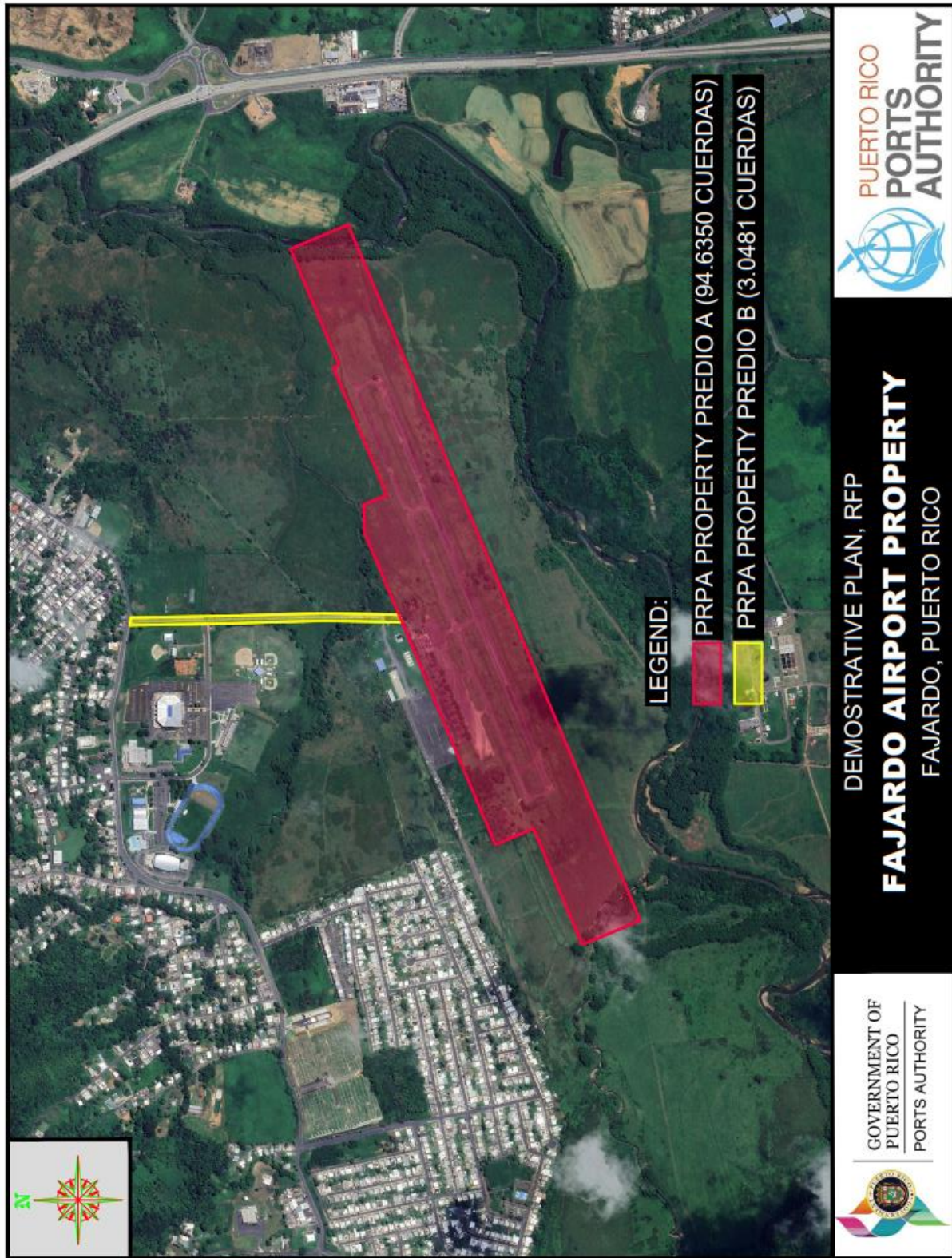


Exhibit B

**RFP-PROPOSER REGISTRATION FORM**

**REQUEST FOR PROPOSALS  
FOR THE SALE OF LAND IN THE MUNICIPALITY OF FAJARDO  
(DIEGO JIMENEZ TORRES AIRPORT)**

Proposers participating in the above-referenced RFP must complete the following Proposer Registration Form and send it by email to [jroman@prpa.pr.gov](mailto:jroman@prpa.pr.gov) with cc to [ljimenez@prpa.pr.gov](mailto:ljimenez@prpa.pr.gov) by **October 31, 2024**.

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 PROPOSERS AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE RFP.**

**ANY CHANGE TO THE INFORMATION ABOVE MUST BE SENT TO THE PUERTO RICO PORTS AUTHORITY TO [JROMAN@PRPA.PR.GOV](mailto:jroman@prpa.pr.gov) WITH CC TO [LJIMENEZ@PRPA.PR.GOV](mailto:ljimenez@prpa.pr.gov)**

**EXHIBIT C**  
**SUBMISSION OF QUESTIONS FORM**

Proposers can submit additional sheets of this Form if more than ten (10) questions and Request for Clarifications are to be submitted.

**Proposer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

| <b>No.</b> | <b>Question</b> | <b>RFP Section or Document</b> | <b>RFP Section or Document Page No.</b> |
|------------|-----------------|--------------------------------|---|
| 1.         |                 |                                |   |
| 2.         |                 |                                |   |
| 3.         |                 |                                |   |
| 4.         |                 |                                |   |
| 5.         |                 |                                |   |
| 6.         |                 |                                |   |
| 7.         |                 |                                |   |
| 8.         |                 |                                |   |
| 9.         |                 |                                |   |
| 10.        |                 |                                |   |

**Exhibit D**

**CERTIFICATION**

\_\_\_\_\_, who desires to enter into an agreement with the Puerto Rico Ports Authority ("PRPA"), certifies, represents, and warrants to the PRPA that:

1. Under penalty of nullity, no official, employee, or contractor of the PRPA will derive or obtain any benefit or profit of any kind from the contractual relationship that will result from this procurement. If such a benefit exists, the required waiver has been submitted before the Proposal.
2. None of the Members of the Board of Directors, Executives, Authorized Representatives, or Shareholders of our company have been accused and convicted of crimes against the Government of Puerto Rico or the Federal Government that involve appropriation of public funds or fraud against public property.
3. There is no criminal or civil procedure or investigation pending for any of the crimes or felonies described on the precedent paragraphs against any of the members of its Board of Directors, Executives, Authorized Representatives or Shareholders.
4. We will inform the PRPA of any situation or procedure that may be initiated against any of the parties mentioned above at any time after the signing of any agreement resulting from this RFP.
5. Our company: (a) does not discriminate in any manner against an employee, an applicant for employment, a subcontractor or any person because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) includes a provision similar to that contained in subsection above in any subcontract executed in connection with the services to be provided under the contract resulting from this RFP, but excluding subcontracts for standard commercial supplies or raw materials; (c) posts in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and (d) maintains a written sexual harassment policy and informs our employees of the policy.
6. When issuing this Proposal, as an employer, we are in full compliance with Act No. 5 of December 30, 1986, also known as the Organic Act for the Administration of Child Support Enforcement of the Government of Puerto Rico.
7. The Proposals have been prepared and developed without collusion with other Eligible Proposers and without effort to preclude the PRPA from obtaining the best competitive Proposal.
8. If an agreement is reached with the PRPA, we will be registered to do business in Puerto Rico and have any required business and professional licenses.
9. We understand that violation of these certifications may lead to the resolution of the agreement resulting from this RFP without prior notice.
10. No PRPA official, employee, or contractor involved in this procurement has a financial interest in this contract, purchase, or commercial transaction, and neither has had, directly or indirectly, financial interest in this company for the last four years.
11. No PRPA's official, employee, or contractor solicited or accepted, directly or indirectly, for his/her, some member of its family unit or any other person, gifts, allowances, favors, services, donations, loans, or any other thing of monetary value.

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12. No PRPA's official, employee, or contractor associated with this transaction solicited or accepted valuable goods from any person from my entity as payment to complete the duties or responsibilities of his/her job.
13. No PRPA's official, employee, or contractor asked, directly or indirectly, for him/her, or any member of his/her family unit, nor any other person, business or entity, valuable goods, including gifts, loans, pledges, or favors in exchange of acting to favor me or my entity.
14. I have no relationship within the fourth level of consanguinity or second of affinity with any employee that has the power to influence or participate in the organizational decisions of the PRPA.

Company:

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Representative Name

---

Signature

---

Date

EXHIBIT E

**DECLARACIÓN JURADA**  
**Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico<sup>1</sup>**

**[SWORN STATEMENT]**  
**[Act 2-2018, Anti-Corruption Code for a New Puerto Rico]<sup>2</sup>**

Yo, \_\_\_\_\_, en mi carácter personal y en representación de \_\_\_\_\_ (“Proponente” o “Licitador”), con número de seguro social patronal \_\_\_\_\_, mayor de edad, de profesión: \_\_\_\_\_, con estado civil: \_\_\_\_\_ y vecino de \_\_\_\_\_ el más solemne juramento declaro como sigue:

*[I, \_\_\_\_\_, in my personal capacity and in representation of \_\_\_\_\_ (“Respondent” or “Bidder”), Tax I.D. Number \_\_\_\_\_, of legal age, with profession: \_\_\_\_\_, marital status: \_\_\_\_\_ and resident of \_\_\_\_\_, do hereby solemnly swear as follows:]*

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.

*1. [My name and personal circumstances are as stated above.]*

2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador no ha sido convicto ni se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g) fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.

*2. [As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or*

<sup>1</sup> Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

<sup>2</sup> [As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]

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*has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]*

3. A la fecha en que suscribo esta declaración jurada y por los pasados veinte (20) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.

*3. [As of the date of execution of this sworn statement and for the twenty (20) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]*

4. A la fecha en que suscribo esta declaración jurada y por los pasados ocho (8) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.

*4. [As of the date of execution of this sworn statement and for the eight (8) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.*

5. A la fecha en que suscribo esta declaración jurada y por los pasados diez (10) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones



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equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la "Ley Orgánica de la Oficina de Ética Gubernamental"; o cualquier otro según dispuesto en la Ley 2-2018.

5. *[As of the date of execution of this sworn statement and for the ten (10) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]*

6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el Código Anticorrupción para el Nuevo Puerto Rico, Ley 2-2018.

6. *[I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Anti-Corruption Code for a New Puerto Rico", Law 2-2018.]*

7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscribiente, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.

7. *[I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]*

8. El suscribiente, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico", Ley 2-2018.

8. *[The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Anti-Corruption Code for a New Puerto Rico", Law 2-2018.]*

9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta Solicitud de Propuestas.].

9. *[I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this RFP.]*

10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.

10. *[I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]*

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

Sworn and signed before me by \_\_\_\_\_, of the circumstances describe, whom I have personally identified by \_\_\_\_\_. In \_\_\_\_\_, Puerto Rico, as of \_\_\_\_\_.

Notary Public Signature