PORTS AUTHORITY
GOVERNMENT OF PUERTO RICO

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

# ADDENDUM NO. 2

**TO ALL PROPOSERS:**

This Addendum forms part of the RFP documents for the Architecture and Engineering (A/E) Services Proposal for the Recovery Project at Mercedita International Airport (PSE) Fence – Ponce, FEMA Project 692344, under the FEMA PA Program for Disaster DR-4671-PR (RFP PRPA-FEMA-PA-DR-4671-2026-001). Proposer shall acknowledge receipt of this Addendum in Exhibit D – Statement of Qualifications (Section 5.1, Acknowledgement of Addenda) and/or in the Cover Letter. Failure to do so may subject Proposer to disqualification.

Submissions remain due December 2, 2026, no later than 11:59 PM Atlantic Standard Time (AST), and must be submitted electronically in accordance with Section 5.4 of the RFP. Except as set forth in Section C, Item 3 of this Addendum, all dates in Section 4.3 of the RFP remain unchanged.

## A. General

This Addendum reissues the RFP in its entirety. The reissued RFP replaces the version reissued under Addendum No. 1 and posted on the PRPA website (http://www.prpa.pr.gov/), which is superseded and shall not be used. Exhibits A through M and Attachments 1 through 4, as reissued under Addendum No. 1, remain in effect without change.

1. This Addendum sets forth PRPA's responses to the questions and requests for clarifications received from prospective Proposers (see Section B – Responses to Questions and Requests for Clarifications).
2. This Addendum sets forth changes to the RFP (see Section C – Changes to the RFP).
3. The RFP, reissued on November 13, 2026, is attached to this Addendum and incorporates the changes set forth in Section C. In the event of any conflict between this Addendum and the RFP, its Exhibits or its Attachments, this Addendum shall govern. All other terms and conditions of the RFP, as reissued under Addendum No. 1 dated October 13, 2026, remain unchanged.
4. **Site visit:** PRPA will hold a site visit for prospective Proposers on Wednesday, November 18, 2026. Registration will take place at 9:30 AM (AST) at the General Aviation Offices of Mercedita International Airport (PSE), Ponce, and the site tour will begin at 10:30 AM (AST). Attendance shall be confirmed by email to the RFP Coordinator (rpedraza@prpa.pr.gov) no later than Monday, November 16, 2026, at 12:00 PM (AST). The requirements for attendees are set forth in the responses to Questions 5, 35 and 36 in Attachment A.

## B. Responses to Questions and Requests for Clarifications

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1. **Questions received:** PRPA received forty-eight (48) questions and requests for clarifications from four (4) prospective Proposers, submitted in accordance with Sections 4.6 and 4.8 of the RFP: ENTECH-PR, PSC (30); 3mg, PSC (5); De Jesús Arquitectos, LLC (2); and P&S Consultants, LLC (11).
2. **Attachment A:** The questions and PRPA's responses are set forth in Attachment A – Answers to Questions and Requests for Clarifications, issued with this Addendum as a separate document. The questions are reproduced as submitted and are numbered 1 through 48. The responses in Attachment A form part of the RFP documents.
3. **References to this Addendum:** Where a response in Attachment A refers to "Addendum No. 2, Changes to the RFP", the change is set forth in Section C of this Addendum and is incorporated in the reissued RFP.

## C. Changes to the RFP

1. **Section 2.4 – Procurement Standards:** The following corrections are made:
    a. The reference to "§ 200.322: 'Procurement of recovered materials'" shall read "§ 200.323 (Procurement of recovered materials)", and the reference to "section § 200.326 'Contract(s) provisions'" shall read "§ 200.327 (Contract provisions)".
    b. The sentence "Also, Federal financial assistance awards are governed by the Uniform Administrative Requirements at either 44 CFR Part 13, for state, local and Indian Tribal governments." is deleted.
2. **Section 3.7.1 – Penalties:** In the first paragraph of Section 3.7.1, the sentence "Reference is made to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual…" is deleted and replaced with the following:

    "Reference is made to the contract provisions required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200, and to the remedies for noncompliance set forth at 2 C.F.R. § 200.339, as included in Attachment 4 (General Provisions and Clauses Under Federal and State Laws), which will be made an integral part of the resulting Contract."
3. **Section 4.3 – RFP Timeline:** In the RFP Timeline table, the date of the event "Submission of Registration Form" is changed from "On or before October 28, 2026" to "With the Proposal, on or before December 2, 2026". All Proposers, including those that previously submitted it, shall submit the Bidder Registration Form (Exhibit A), completed and signed, with their Proposal (see the response to Question 29 in Attachment A).
4. **Section 4.9 – Representation for Proposal Submission:** The phrase "as defined at 2 C.F.R. Part 215 and 24 C.F.R. 85.36 (2013) (or 84.42 (2013), if applicable)" shall read "as described at 2 C.F.R. § 200.318(c)".
5. **Section 5.5 – Proposal Validity (new):** The following Section 5.5 is added to the RFP:

    "5.5. Proposal Validity. Proposals shall remain valid for one hundred twenty (120) calendar days after the Proposal Due Date established in Section 4.3. PRPA may request in writing that Proposers extend the validity of their Proposals."
6. **Section 8.3 – Proposal Scoring:** The following changes are made:
    a. In the Proposal Scoring table, the rows "Preference of 5 points M/WBE – 5

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Points" and "Preference of 5 points DBE – 5 Points" are replaced with the following rows: "Preference of 4 points Local Participation – 4 Points"; "Preference of 3 points M/WBE – 3 Points"; and "Preference of 3 points DBE – 3 Points". The Maximum Total Proposal Score (including Preference) remains 150 Points.

b. The sentence "For the purpose of clarity, in the determination of 'Qualified Proposer' the Evaluation Committee will also consider any bonus point awarded for the 10 Preference points for Local Participation, M/WBE, and/or DBE Businesses." is deleted and replaced with: "Preference points are not considered in the determination of 'Qualified Proposer'; they are added only to the Total Proposal Score of Qualified Proposers."

**Documents issued with this Addendum (remove and replace):**

1. RFP PRPA-FEMA-PA-DR-4671-2026-001, reissued November 13, 2026 (attached)
2. Attachment A – Answers to Questions and Requests for Clarifications (separate document)
3. List of Attendees and Meeting Agenda – Pre-Proposal Meeting held on October 21, 2026 (separate document)

**END OF ADDENDUM NO. 2**

RIP

Romel Pedraza, PE
Assistant Executive Director for
Planning, Engineering and Construction

November 13, 2026
San Juan, Puerto Rico

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GOVERNMENT OF PUERTO RICO

**ADDENDUM NO. 2**
**ATTACHMENT**

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

**REISSUED RFP – NOVEMBER 13, 2026**

This RFP is reissued in its entirety under Addendum No. 2 and supersedes the RFP previously posted.

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GOVERNMENT OF PUERTO RICO

# REQUEST FOR PROPOSALS

FOR

**Architecture and Engineering (A/E) Services for Recovery Project(s)**

UNDER THE

**FEMA PUBLIC ASSISTANCE PROGRAM**

**FOR DISASTER DR-4671-PR (HURRICANE FIONA)**

RFP PRPA-FEMA-PA-DR-4671-2026-001

**PUERTO RICO PORTS AUTHORITY (PRPA)**

| **OCTOBER 7, 2026** | **DECEMBER 2, 2026** |
|---|---|
| RFP Issued | Proposal Due Date |

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## Attachments

All Attachments from this RFP are available at the following link and incorporated herein by Reference.

Link: RFP PRPA-FEMA-PA-DR-4671-2026-001

| | |
|---|---|
| **1** | Project's Scope of Work (SOW) Documentation |
| **1.1** | FEMA Project Report |
| **1.2** | Available Assessments & Reports |
| **1.3** | Available Photos |
| **2.** | Insurance Requirements |
| **3.** | PRPA Procurement Regulation No. 8981 |
| **4.** | General Provisions and Clauses Under Federal and State Laws |

## Exhibits

All Exhibits from this RFP are available at the folowing link and incorporated herein by Reference.

Link: RFP PRPA-FEMA-PA-DR-4671-2026-001

| | |
|---|---|
| **A** | Bidder Registration Form |
| **B** | Form for Submission of Questions and Requests for Clarifications |
| **C** | Proposal Checklist |
| **D** | Statement of Qualifications |
| **E** | List of Comparable Projects |
| **F** | Cost Form |
| **G** | Reference Information |
| **H** | Non-Conflict of Interest Certification |
| **I** | Non-Conflict of Interest on Existing or Pending Contracts Certification |
| **J** | Limited Denial of Participation Affidavit |
| **K** | Non-Collusive Affidavit |
| **L** | Sworn Statement Under Act 2-2018 |
| **M** | Anti-Lobbying Certification |

# 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** – A written or graphic document issued by PRPA prior to the Proposal Due Date that modifies or interprets this RFP by means of additions, deletions, clarifications, or corrections.
- **Applicant** or **Subrecipient** – Refers to the entity receiving and administering federal grant funds under the oversight of a Recipient (COR3). For this RFP, PRPA is both the Applicant and Subrecipient.
- **Architect/Engineer (A/E)** – Refers to a duly licensed design professional or firm responsible for architectural and engineering design services associated with a project.
- **Authorized Representative** – The individual legally empowered to bind the Proposer to obligations related to this RFP and any resulting Contract(s).
- **Award Notice** – The written notification issued by PRPA to inform a Proposer of its selection for Contract award.
- **Awarded Firm** or **Selected Proposer** – The Proposer formally selected by PRPA for contract execution following successful negotiations.
- **Bid Appeals Board** – The administrative body authorized to resolve disputes or protests arising from PRPA procurement or bid award processes.
- **Bid Board** – The committee designated and nominated by the PRPA Executive Director to receive, analyze, evaluate, and issue recommendations for procurement of equipment, materials, and services.
- **Central Office for Recovery, Reconstruction and Resiliency (COR3)** or **Recipient** – The agency of the Government of Puerto Rico designated by the Governor as the Recipient of federal disaster recovery funds and the entity responsible for overseeing and coordinating subrecipients such as PRPA.
- **Contract(s)** – The formal agreement(s) executed between PRPA and the Selected Proposer(s) to perform the services described in this RFP.
- **Davis-Bacon Act** – The federal law requiring payment of prevailing wages and benefits to laborers and mechanics on federally funded or assisted construction projects.
- **Disaster Recovery Program (DRP)** or **PRPA DRP** – Refers to the Puerto Rico Ports Authority (PRPA) Recovery Program that outlines the use of federal and local funds allocated to repair, reconstruct, and strengthen Puerto Rico's airport and maritime infrastructure.
- **Environmental and Historic Preservation (EHP)** – The review process required by FEMA and HUD to ensure compliance with environmental and cultural resource laws such as NEPA, NHPA, and the Endangered Species Act.
- **Evaluation Committee** – The internal PRPA body designated by the Executive Director to review, evaluate, and score proposals and recommend award determinations in accordance with PRPA Regulation No. 8981.
- **Federal Emergency Management Agency (FEMA)** – The U.S. federal agency responsible for administering the Public Assistance (PA) and Hazard Mitigation Grant Programs (HMGP) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

- **Federal Government** – The Government of the United States of America and any of its agencies, departments, corporations, or instrumentalities.
- **Government Entity** or **Government Entities** – Any department, agency, public corporation, board, or instrumentality of the Government of Puerto Rico's Executive Branch, existing or future.
- **Hazard Mitigation Grant Program (HMGP)** – FEMA's program authorized under Section 404 of the Stafford Act to reduce long-term risk to people and property from future natural disasters.
- **HUD (U.S. Department of Housing and Urban Development)** – The federal agency responsible for administering the Community Development Block Grant Disaster Recovery (CDBG-DR) Programs.
- **Key Personnel** or **Key Individuals** – Personnel identified in the Proposal who will play a critical role in the delivery of the services and cannot be substituted without prior written approval from PRPA.
- **Local Parties** – Subcontractors, professionals, or service providers with a business presence in Puerto Rico and relevant experience in similar federally funded projects.
- **National Historic Preservation Act (NHPA)** – Federal legislation establishing requirements for protecting historic and cultural properties affected by federally funded projects.
- **Notice to Proceed (NTP)** – The written authorization issued by PRPA allowing the Selected Proposer to begin performance of the contracted services.
- **PAPPG (Public Assistance Program and Policy Guide)** – FEMA's official policy manual governing eligibility, documentation, and compliance requirements for the Public Assistance Program.
- **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.
- **Proposer / Offeror / Respondent** – Used interchangeably throughout this RFP to refer to any (i) legal entity, (ii) joint venture, (iii) partnership, or (iv) consortium of firms or organizations that submits a response to this RFP and is not presently suspended, debarred, or otherwise prohibited from contracting with the Puerto Rico Ports Authority (PRPA), the Government of Puerto Rico, or the Federal Government.
- **Public Assistance (PA) Program** – FEMA's program that provides supplemental grants to government entities and eligible nonprofits for response and recovery activities following a major disaster or emergency.
- **Public Interest** – Any government action directed toward protecting and benefiting citizens at large, ensuring that essential services and infrastructure are provided efficiently and equitably.
- **Puerto Rico Ports Authority (PRPA)** or **Authority** – The public corporation of the Government of Puerto Rico created under Act No. 125 of May 7, 1942, as amended, responsible for developing, operating, and overseeing all seaports and airports in Puerto Rico.
- **Qualified Respondent** – A Proposer deemed responsive and responsible, whose submission meets all mandatory requirements and achieves a technical score equal to or above the minimum threshold established in this RFP.
- **RFP** or **Request for Proposals** – This solicitation document, including all attachments, exhibits, addenda, and modifications issued by PRPA.

- **Scope of Work (SOW)** – The detailed description of tasks, deliverables, and performance requirements forming part of the Contract(s) between PRPA and the Selected Proposer.
- **Team Member** – Any partner, consultant, subconsultant, or subcontractor included as part of a Proposer's submission.
- **Work Completed (WC)** – Tasks or portions of work already performed and verified as complete prior to the date of this RFP or during project execution.
- **Work To Be Completed (WTBC)** – Remaining tasks identified under FEMA's approved scope that are yet to be executed.
- **2 CFR Part 200 (Uniform Guidance)** – Refers to the Code of Federal Regulations establishing uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities.

This RFP may reference manuals, guidelines or PRPA regulations with additional applicable terms. Please refer to said referenced materials for definitions.

# 2. Overview, Purpose, and Intent

The Puerto Rico Ports Authority (PRPA) is a public corporation and instrumentality of the Government of Puerto Rico responsible for the development, operation, and oversight of all seaports and airports throughout Puerto Rico. The PRPA was established under Act No. 125 of May 7, 1942, as amended, known as the "Puerto Rico Ports Authority Act."

## 2.1. Background

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § 5121 et seq., authorizes the United States' President to declare that an emergency or major disaster exists at the request of a Governor. The Federal Emergency Management Agency (FEMA) Public Assistance (PA) program provides grants to State Agencies, Municipalities and Private Non-Profit (PNPs) so that communities can quickly respond to and recover from major disasters.

On September 17, 2022, Puerto Rico was impacted by Hurricane Fiona, causing significant damage to the island. Due to the severity of the impact, on September 21, 2022, President Joseph R. Biden, Jr. approved the request for a major disaster declaration to provide individual assistance to survivors, public assistance, and hazard mitigation in all 78 Puerto Rico municipalities regarding the aftermath of Hurricane Fiona (DR-4671).

In response to these events, the Puerto Rico Ports Authority (PRPA) is collaborating closely with the Central Office for Recovery, Reconstruction and Resiliency (COR3) to ensure that the Commonwealth's disaster recovery efforts are executed with efficiency, accountability, and transparency, while advancing opportunities to rebuild infrastructure that is stronger, safer, and more resilient against future disasters.

## 2.2. Purpose and Intent

The Puerto Rico Ports Authority (PRPA), acting under the powers granted by Act No. 125 of May 7, 1942, as amended, and in accordance with Regulation No. 8981 for Bids and Request for Proposals (RFP), is soliciting Proposals from Qualified Proposers to provide Architectural and Engineering (A&E) Services to the PRPA in connection with recovery projects included in PRPA's DRP and mostly funded under FEMA's Public Assistance (PA) Program, Disaster Recovery DR-4671 Hurricane Fiona.

The intent of this Request for Proposals (RFP) is to engage qualified professional Architectural and Engineering (A&E) firms capable of providing comprehensive design and engineering services in support of the assessment, repair, rehabilitation, reconstruction, and improvement of PRPA facilities and infrastructure throughout Puerto Rico. These Services are required for the effective design, permitting, and thus execution of the Scope(s) of Work (SOW) involving repairs and/or improvements to infrastructure associated with federally funded recovery projects under the FEMA Public Assistance (PA) Program, specifically for Disaster Declaration DR-4671-PR (Hurricane Fiona).

## 2.3. Procurement and Award

PRPA reserves the right, without limitation, to:

- Cancel or reissue this solicitation at any time prior to contract execution if deemed in the best interest of PRPA and the public;
- Modify the contract awarded to extend the duration or expand the scope of services related to this RFP, consistent with the needs of PRPA's ongoing recovery program; and
- Terminate any awarded contract and seek alternative contracting arrangements should a selected firm fail to meet PRPA's performance or compliance expectations.

Awards will be made to the Qualified Respondent whose Proposal is determined to be most advantageous to the Government, considering price, qualifications, experience, technical approach, and compliance with this RFP. The selected firm shall ensure that all planning, design, engineering, and related professional services comply with all applicable Federal and Commonwealth of Puerto Rico statutes, regulations, and program requirements, including but not limited to provisions associated with federally funded projects such as the Davis-Bacon Act (40 U.S.C. 3141–3148), the Clean Air Act (42 U.S.C. §7401 et seq.), and other applicable environmental and labor standards.

### 2.4. Procurement Standards

This RFP is published pursuant to the provisions and authorities granted in Act 125-1942, as well as the Puerto Rico Port Authority Regulations for the Solicitation of Auctions and Request for Proposals, Regulation Number 8981, dated July 7, 2017, as amended. A copy is included as Attachment 3 (PRPA Procurement Regulation No. 8981).

Likewise, as services requested in this RFP will be funded in whole, or in part, with federal funds, the PRPA is required to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for federal awards as detailed (2 C.F.R Part 200). According to Section 200.317, "When procuring property and services under a federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.323 (Procurement of recovered materials) and ensure that every purchase order or other contract includes any clauses required by § 200.327 (Contract provisions).

Given that the Project under consideration involves funding from FEMA, the FEMA Procurement Guidance will be part of the Contract between the PRPA and the Selected Proposer. In addition, the Selected Proposer shall make sure whether compliance Federal Labor Standards Provisions set forth as required. The Selected Proposer shall flow these terms and conditions down to all subconsultants directly servicing the contract or purchase order. These general provisions may be updated from time to time. It is the sole responsibility of the contracted firm to be aware of any changes hereto, to implement such changes when effective, and to flow such changes down to its subconsultants, if any.

## 3. Scope of Services

The PRPA seeks to select a Qualified Proposer capable of providing the required A/E Services in connection with a Project under the FEMA Public Assistance (PA) Program for Disaster Recovery DR-4671 (Hurricane Fiona). The selected Proposer shall provide a full range of professional A/E services, including studies, design, sustainable design, permit acquisition, and construction

administration services during the construction phase, for the repair and improvements associated with the Project covered by this RFP. The specific tasks, deliverables, and milestones are further detailed in this section.

### 3.1. Project Description

The degree and Scope of Work (SOW), as required for the design and construction, is defined in accordance with the approved FEMA Project Report and supporting documentation included in Attachment 1 (Project's Scope of Work (SOW) Documentation). The SOW consists of the design and construction-related services required to repair, restore, and/or replace disaster-related damages based on the facility's pre-disaster design, capacity, and function, in conformity with all applicable federal, state, and local codes, standards, and specifications.

The services to be procured under this RFP are limited to the following recovery project funded under the FEMA PA Program Disaster Recovery Disaster DR-4671 (Hurricane Fiona):

| FEMA Project Number: | Project Name: |
|---|---|
| 692344 | Mercedita International Airport (PSE) Fence - Ponce |

The Project will be processed by FEMA under standard Public Assistance (PA) procedures pursuant to Section 406 (Repair, Restoration, and Replacement of Damaged Facilities) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Under standard PA procedures, eligible permanent work is reimbursed by FEMA based on actual, reasonable, and documented costs consistent with the approved SOW and funding obligation.

Proposers shall submit their Proposals addressing the full Scope of Services for the single Project described in this RFP. Evaluation, selection, and award will be based solely on the Proposer's qualifications and approach to successfully deliver the services required for this Project.

The Project is primarily funded through the FEMA Public Assistance (PA) Program and will be subject to all applicable federal and local laws, regulations, policies, and guidance, including but not limited to FEMA PA Program requirements, 2 C.F.R. Part 200, and applicable Environmental and Historic Preservation (EHP) compliance requirements. The Project will be subject to periodic technical, environmental, and financial review by FEMA and the Central Office for Recovery, Reconstruction and Resiliency (COR3).

Any adjustments to the Project schedule, scope, or implementation approach resulting from FEMA review, regulatory requirements, site conditions, or approved SOW amendments shall be coordinated through PRPA and processed in accordance with FEMA PA policies and procedures. Such adjustments shall not be construed as the addition of new projects but rather as modifications within the approved scope of the same Project.

### 3.2. Services

The Scope of Services covers all Professional Services required to prepare, including any required coordination, all necessary and requested plans, designs, specifications, cost estimates, bid and construction documents and any other supporting documents necessary for construction

of the Projects. These include, but are not limited to surveys, evaluations, investigations, reports, preliminary engineering, final designs, permitting, bidding support, and construction oversight.

The Selected Proposer shall be directly responsible for ensuring the accuracy, timeliness, and completion of all Services and related Deliverables, implementing best practices understanding that the Projects will be mostly funded by FEMA Public Assistance (PA) program, but may receive additional federal funding under additional programs such as the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery Program (CDBG-DR) and Mitigation Program (CDBG-MIT), and FEMA's Hazard Mitigation Grant Program (HMGP) under Section 404, among others.

Services shall be divided into the following three phases of performance.

1. Phase 1: Preliminary Design
2. Phase 2: Final Design
3. Phase 3: Services during Construction

### 3.2.1. Phase 1: Preliminary Engineering:

Consist of the preliminary engineering analysis and design, including the scope of work development, cost estimation, and technical support required to determine final cost-effectiveness and secure funding obligation of the Projects. During this phase, the Selected Proposer shall work with PRPA's staff and consultants, including, but not limited to, coverage of the following tasks and duties:

1. Review and analyze available documentation, including FEMA's Project Report detailing the approved Damage Description and Dimension (DDD), final Scope of Work (SOW), and approved Total Project Cost for each Project (See Attachment 1.1).

2. Perform site visits and detailed inspections, as required, review and validate the Method of Repair (MOR) and confirm and/or amend the final Scope of Work (SOW) for each Project, in conformity with applicable consensus-based codes, specifications, and standards pursuant to Section 1235(b) of the Disaster Recovery Reform Act of 2018 (DRRA).

3. Develop detailed Scopes of Work (SOW) for each Project, including any requested changes (amendments) to the final SOW for each Project in order to repair, restore, or replace the eligible facility. The SOW document shall include, at minimum, the following:

    a. Provide any documentation as required by the FEMA's Public Assistance Program and Policy Guide (PAPPG), to support the eligibility of code or standard upgrades, including, but not limited to, the requirement to apply the codes or standards and to support they were formally adopted, implemented, and uniformly applied.
    b. Recommend a final restoration Scope of Work (SOW) for Work to be Completed (WTBC), based on the site visits, detailed inspections, and value engineering analysis.

c. Recommend Hazard Mitigation Proposals (HMPs) that can be funded under Section 406 of the Stafford Act, including the development of cost estimates, and completing a Benefit Cost Analysis when required by FEMA.
d. Identify, list, and plan for all applicable Environmental and Historic Preservation (EHP) compliance considerations, including necessary permits and approvals required for each Project final design approval and construction.

4. Develop a Preliminary Design Drawing Set to include preliminary as-built drawings (as constructed, representing each Project facility without damages); as-found drawings (identifying the damages caused by the applicable disaster declaration); key plans and floor plans indicating the location of the damages and any drawings necessary or required to propose the construction details to repair it, and sufficient to achieve the Preliminary Design phase milestone.

5. Develop a preliminary construction Cost Estimates (CEs) for the final restoration SOW and HMPs of the Project, including all related costs. Prepare CEs in RS Means with the corresponding City Cost Index (CCI) factor. All items shall be described in the same order of the validated DDD and SOW, and according to FEMA Cost Estimate Format (CEF).

6. Develop a Preliminary Design Report according to the required format and stamped by a licensed professional engineer (PE) or architect in compliance with Puerto Rico's Act No. 173 of August 12, 1988 as amended, and including all findings, DDD analysis and validation, recommended SOW, HMPs, Preliminary Design Drawing Set, CEs and/or supplemental professional certifications, sufficient to satisfy FEMA's requirement for the Project.

7. Support the PRPA's staff and consultants during collaboration meetings and/or requests for information (RFIs) with FEMA and/or Central Office for Recovery, Reconstruction and Resiliency for each of the Projects.

In addition to the basic A/E Services described above, the following special A/E services may be required during the performance of the Phase 1 - Preliminary Design. These include, but shall not be limited to:

1. Feasibility studies
2. Surveys, Topographic and Bathymetry Plan (including existing utility lines and connection location)
3. As Built Drawings
4. Soil investigations
5. Geotechnical Investigations
6. Environmental Studies
7. Archeological Studies
8. Project Specific Testing
9. Others (as deemed required by the Selected Proposer(s))

At the end of this phase, each Project's final SOW and CE prepared by the Selected Proposer will be submitted to PRPA, Central Office for Recovery, Reconstruction and Resiliency (COR3),

and FEMA for their validation and acceptance as being reasonable and eligible based on the work required to address the disaster-related damage. If validated, the SOW and CE will be accepted by FEMA and used to form the basis of the federal funding obligation.

Under standard PA procedures (Section 406), any changes (amendment) to the Project's SOW will require a written request with detailed justification and documentation to support the eligibility of the requested revision. If the request involves previously unreported damage, the Selected Proposer must also provide documentation demonstrating how the incident caused the damage. Changes in SOW due to one of the following reasons are generally eligible:

1. Alternate repair method is more cost-effective than the original proposed repair method;
2. Original repair method is not technically feasible;
3. Increase in previously approved quantities due to errors and omissions;
4. Hidden damage discovered during construction and is disaster-related; or
5. The PRPA (Applicant/Subrecipient) wishes to pursue an Improved or Alternate Project.

An amendment is a version of the Project created after it has been awarded and the amendment request has been approved by the Central Office for Recovery, Reconstruction and Resiliency (COR3) and FEMA. Amendments are submitted by the PRPA (Subrecipient) to the Central Office for Recovery, Reconstruction and Resiliency (COR3) and then to FEMA for changes to the activities or costs of a Project that has been awarded. All Project amendments must include the information required by the FEMA's Public Assistance Program and Policy Guide (PAPPG). As established by FEMA, an amendment should not be requested for work beyond the awarded Project scope (regardless of operational period) or for work outside of the original operational period. These requests should be submitted as a new project.

Once acceptance is reached for the Project's final SOW and CE, the PRPA will issue a Notice to Proceed (NTP) to Phase 2.

### 3.2.2. Phase 2: Final Design:

Consist of the development of final A/E designs, construction plans, specifications, bid and construction documents, and permit management. During this phase, the Selected Proposer shall prepare final Construction Documents, including drawings and specifications, for regulatory approval and construction bidding. There are three deliverables within this phase: 50% Construction Documents, 100% Construction Documents, and the Construction Bid Documents. The level of A/E Design development at each submission is different. The Selected Proposer shall work with PRPA's staff and consultants, including, but not limited to, coverage of the following tasks and duties:

1. Prepare a complete design, including all final Construction Documents and any necessary revisions thereof. Construction Documents will undergo constructability and bid packaging review at the 50% and 100% Construction Documents Phases. Upon final acceptance of the Construction Documents, the Selected Proposer shall issue a set of final bid documents.
2. Identify, procure, manage, and secure all necessary permits and approvals required for the construction of each of Projects. The Selected Proposer shall meet with regulatory agencies as necessary and shall cooperate in obtaining all required approvals. The

Selected Proposer shall submit documents to all applicable regulatory agencies or authorities as directed by the PRPA.
3. Assist the PRPA and any service provider related to the Project with all necessary documentation to ensure compliance with all applicable laws, regulations, policy, and guidance.

Upon successful completion and acceptance of the Phase 2 - Final Design deliverables, the PRPA will issue a Notice to Proceed (NTP) to Phase 3.

### 3.2.3. Phase 3: Services during Construction:

Consist of the Services during the bidding process and the construction phase of the Project. During the bidding process, the Selected Proposer shall work with PRPA's staff and consultants, including, but not limited to, coverage of the following tasks and duties:

1. Interpret plans and specifications when requested by the PRPA in response to inquiries by prospective bidders.
2. Prepare and issue all necessary addenda, amendments, and drawings required for the clarification of plans and specifications in full compliance with 2 CFR 200. Such documents shall be issued by the PRPA.
3. Attend meetings to answer questions from bidders and to assure that all parties clearly understand the intent of the Contract Documents. Meetings will be held at the site to ensure that all bidders become familiar with existing conditions. Agenda items include highlights of the contract emphasizing any unusual work. If any of the questions posed by the contractors requires a change to the Contract Documents, the Selected Proposer is responsible for the preparation and issuance of an Addendum.
4. Assist in the analysis and evaluation of bids and make written recommendations and reports on the disposition of bids and the award of Contract. Assist in the review and evaluation of special experience qualifications of the subcontractors proposed by the contractors.
5. Attend meetings to answer questions and to provide additional support and analysis in the understanding of the intent of the Contract Documents.
6. Support PRPA in the conducting of a preconstruction conference.

In addition, the Selected Proposer will be tasked with services during the construction phase of the Project. This does not include PRPA's Disaster Recovery Program (DRP) administration and/or program management, as these are not included in the scope of this RFP. During the construction phase, the Selected Proposer shall work with PRPA's staff and consultants, including, but not limited to, coverage of the following tasks and duties:

1. Ensure delivery of the Project in accordance with construction contract.
2. Provide ongoing construction oversight reports detailing the status of construction for project.
3. Review all contractor submittals to ensure compliance with construction contract documents and provide recommendations to PRPA.
4. Provide periodic and final inspections and tests reports, as required for the Project.
5. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the PRPA.

6. Review shop drawings, change orders, and/or requests for information/clarification.
7. Review invoice/draw requests and provide recommendation to PRPA as to appropriate action, in compliance with the construction contract documents.
8. Support PRPA with issue identification and claims resolutions.
9. Enter all requisite information into systems of record in accordance with established policies and procedures.
10. Develop final "as built" drawings and report of quantities, drawings, and specifications.
11. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
12. Perform other contract administration and construction oversight duties as required to ensure success of the Project.

The above is not meant to be complete listing of all Services that may be required or those guaranteed under the Project.

The Selected Proposer shall provide hard copy, if necessary, of all Deliverables and Milestones, in addition to electronic copies to the PRPA, and as requested by the PRPA during the performance of the Services. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents. All deliverables and resulting work products will become property of PRPA.

### 3.3. Deliverables and Milestones

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the PRPA as a result of the performance of the Services. All deliverables and resulting work products from this contract will become the property of the PRPA. The Selected Proposer shall certify the accurateness of its deliverables to the PRPA. The PRPA is required to maintain a high degree of contractor oversight and efficient and effective cost controls.

The Selected Proposer will complete the performance of the Services in a timely manner as required under this Agreement and in accordance with the Deliverables and Milestones set forth below. Compliance with the Service delivery schedule is of utmost importance. Non-compliance will constitute a material breach of the Contract.

Following is a list of anticipated Project Reporting Requirements and Service Deliverables, per specific phase and milestone:

#### 3.3.1. Reporting Requirements:

3.3.1.1. Weekly Status Report – A weekly report which contains the following information:

- Staffing: a description of significant anticipated changes to the Selected Proposer's staffing plan, including, but not limited to, additions or departures of employees, independent contractors, subcontractors, etc.; promotions and demotions of the aforementioned persons as it relates to their work for the PRPA; planned vacations or leaves of absence that

will impact workflow; and other human resource related information that will affect the Selected Proposer's provision of Services to the PRPA.

- Summary of Work Performed: a brief description of the work performed in the preceding work week, including a list of open projects and their progress as compared to the previous week.

- Needs List: a numbered list of work items, information, or decision points that the Selected Proposer requires from the PRPA for the week ahead, listed in priority order, with the highest first.

- Meetings Minutes: The Selected Proposer shall prepare Meeting Minutes, within three working days of each Meeting held. Meeting Minutes shall include a list of attendees, decisions made and by whom, and open issues, identifying the persons responsible for resolution, with due dates.

3.3.1.2. Monthly Presentation – A monthly in-person presentation by the Selected Proposer's designated design manager (and any other key personnel as may be requested by the PRPA). The presentation should include a PowerPoint or similar document that provides the status of the overall performance of the Services, including quantifiable metrics. The presentation should also highlight key successes and challenges of the preceding month and total approved and total denied funding to date.

### 3.3.2. Phase 1 – Preliminary Engineering Deliverables:

Deliverables for Phase 1 shall be organized in a Preliminary Engineering Report, certified and stamped by a licensed professional engineer (PE) or architect in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended, and including all findings, SOW analysis and validation, HMPs, Preliminary Design Drawing Set, CEs and/or supplemental professional certifications, sufficient to satisfy FEMA's requirements. The Report shall document the principles, assumptions, rationale, criteria, and considerations used for calculations and decisions required during design and the methods recommended to comply with the Project requirements, and shall include, at minimum, the following:

3.3.2.1. Scope of Work (SOW) – The SOW shall include all Project's requirements, final MORs, recommended HMPs, EHP Considerations, and required permits in accordance with all applicable laws, regulations, policy, and guidance. This includes the identification and mitigation of potential obstacles to Project implementation prior to moving forward with the final design.

3.3.2.2. 30% Design Set – This shall include preliminary engineering drawings, sufficient to achieve the 30% completion milestone, stamped by a licensed professional engineer (PE) or architect in compliance with Puerto Rico's Act

173 of August 12, 1988, as amended, and sufficient to achieve the Preliminary Engineering phase milestone.

3.3.2.3. Cost Estimate (CE) – The Selected Proposer shall provide a CE for each option, alternative, phase, or component of the Project in accordance with FEMA requirements for PRPA (Applicant/Subrecipient) – submitted cost estimates, including the use of FEMA Cost Estimating Format (CEF). The CE should reflect an appropriate level of detail for each cost item and it shall be in accordance with all applicable requirements.

3.3.2.4. Preliminary schedules for the entire Project duration – This include, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. Include a phasing plan for construction if applicable.

### 3.3.3. Phase 2 – Final Design Deliverables:

Deliverables for the Final Design phase shall be organized in accordance with the applicable progress milestone as further detailed below. Drawings must be coordinated between disciplines and organized according to trade. They must include developed site plans, floor plans, elevations, building and wall sections, material selections and finishes. Outline Specifications and a Cost Estimate (CE) shall also be included.

### 3.3.4. Phase 2A: 50% Construction Documents:

3.3.4.1. Regulatory Approvals – All correspondence, applications, objections, approvals, findings, test results, etc. received to date shall be submitted with the documents for review. The Selected Proposer shall submit a status report on all required submittals to the PRPA showing actual submittal dates, approvals received, and any unresolved issues including any objection issued by the regulatory agency.

3.3.4.2. Construction Drawings – All drawing submissions, including the work of all required disciplines, shall represent a minimum of 50% completion of the final Construction Documents set. Construction drawings shall be stamped by a licensed professional engineer (PE) or architect in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended, and including any necessary revisions thereof. The drawing set shall be coordinated with no room for unreasonable additional interpretation. Drawings shall use appropriate drafting scales and include symbols, legends, dimensions, drafting conventions and abbreviations following industry standards. For multiple contract construction projects, the documents shall clearly indicate separation of contract work

among the various contracts. Drawings shall be sufficient to achieve the 50% completion milestone, including at a minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Specifications
- Calculations and Analysis
- Narratives
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Project or limit the Selected Proposer's liability for errors and omissions.

3.3.4.3. Technical Specifications – Technical Specifications shall be prepared and coordinated with the drawings in accordance with the Building Design and Construction sections of the latest AIA Handbook of Professional Practice. At 50% Construction Documents, the Selected Proposer shall proofread and coordinate the entire specifications with all trades prior to submission for review. All specifications shall be edited for project specific scope of work. Generic specification is not acceptable. The specifications shall reflect any changes, revisions, clarifications, or additional information as a result of the PRPA review comments and recommendations, and all regulatory agency approvals.

3.3.4.4. Cost Estimate – The CE shall be in accordance with all applicable requirements. The CE shall be updated as needed, and in the same CEF format as earlier estimates with the exception that design contingency is reduced to 5% at 50% Construction Documents.

3.3.4.5. Addendum to General Conditions

**3.3.5. Phase 2B: 100% Construction Documents:**

3.3.5.1. Regulatory Approvals – At this stage of the project all submissions to the PRPA and other regulatory agencies and utility companies should be completed. All correspondence, approvals, findings, and test results shall be submitted with the documents for review and record. The Selected Proposer shall submit a final status report on all required submittals to the PRPA showing

actual submittal dates, approvals received, and any unresolved issues, including any objections issued by the applicable regulatory agency.

3.3.5.2. Construction Drawings – All drawing submissions, including all required disciplines, shall show a minimum of one hundred (100%) percent completion and shall include at minimum:

- Cross sections/elevations
- Project layout/staging areas
- General notes
- Special notes
- Design details
- Calculations and Analysis
- Narratives
- Specifications
- Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Project or limit the Selected Proposer's liability for errors and omissions.

3.3.5.3. Technical Specifications – Technical Specifications shall be developed as noted in the 50% Construction Document phase to a 100% level of completion for every involved Project discipline. The specifications shall reflect any changes, revisions, clarifications, or additional information as a result of THE AUTHORITY review comments and recommendations, and all regulatory agency approvals.

3.3.5.4. Construction Documents – The Construction Documents as outlined in 50% Construction Documents Deliverables shall be completed to 100%. Documents shall reflect any changes, revisions, clarifications, or additional information and/or details as a result of THE AUTHORITY review comments and recommendations, and all regulatory agency approvals. If the 100% Construction Documents submitted are deemed to be unacceptable for bidding, the Selected Proposer will revise the documents as necessary and resubmit. Construction Documents shall include all necessary design information for the Project construction, and sufficient to achieve the 100% Construction Document phase milestone.

3.3.5.5. Final Cost Estimate – The final CE shall be in accordance with all applicable requirements. The CE shall be updated as needed, and in the same CEF format

as earlier estimates with the exception that design contingency is no longer included. The CE shall be reconciled with all specifications. It shall include every specification number and title from the Project specifications in numerical order.

3.3.5.6. Addendum to General Conditions – The Selected Proposer shall insert Project specific information in the "Addendum to General Conditions". At 100% Construction Document deliverables, a revised "Addendum to the General Conditions" conforming to 50% Construction Document review comments shall be submitted in an electronic format.

3.3.5.7. Construction Schedule – The Selected Proposer shall present a final schedule for approval by the PRPA for the entire Project duration. This includes, but is not limited to, a complete activities checklist with milestones, due dates for all submittals, and the construction duration. The Selected Proposer shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

### 3.3.6. Phase 2C: Construction/Bid Documents:

3.3.6.1. Construction Documents:

- Drawing Format – Full size drawings shall be on reproducible media as directed by the AUTHORITY. They shall conform to the approved deliverables identified in the 100% Construction Documents
- Conformity with Comments – Drawings shall fully conform to 100% Construction Document Review Comments by the AUTHORITY.
- Sign and Seal - Include identification, professional seals and signatures of the CONSULTANT and any subconsultants on all drawings and in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended.
- Approvals – Submit original of all drawings or documents bearing stamps of approval by each regulatory agency, as applicable to the Project.

3.3.6.2. Specifications – Shall be in clear legible form, typed doubled sided, and collated, on 8 1/2" x 11" white bond paper, unbound without punched holes, collated, boxed for bid packaging and photocopying.

3.3.6.3. Final Cost Estimate – Electronic file of final cost estimate in the PRPA's approved format shall be submitted.

### 3.3.7. Phase 3 – Services during Construction:

During the bidding Process, the Selected Proposer shall prepare the following, as necessary:

3.3.7.1. Addenda – Addenda drawing, and specifications shall be produced by the Selected Proposer as required in response to prospective bidders' questions and requests for information arising during the Pre-Bid Meeting or as otherwise necessary for the clarification of the Bid Documents. The Selected Proposer

shall submit all addenda, including drawings and specifications, to the AUTHORITY for review and approval. The PRPA will inform the Selected Proposer of all format requirements, including the specific addendum number.

3.3.7.2. Filing and Signature – The Selected Proposer shall sign and seal all necessary drawings. Drawings which need to be filed with, or presented to applicable regulatory agencies, shall be prepared, and filed by the Selected Proposer. The Selected Proposer shall send regulatory agency approvals to the PRPA.

3.3.7.3. Bid Tabulation Analysis – The Selected Proposer shall attend the Bid Opening and review the Bid Tabulation available at the conclusion of the Bid Opening to assist in discovering any bid anomalies.

During the construction phase of the Project, the Selected Proposer shall perform the following services as described below:

3.3.7.4. Monthly Site Visit and Field Inspection Reports – The Selected Proposer shall visit the Project site monthly for the purpose of preparing a Field Inspection Report. The Selected Proposer shall report in writing all observations on issues to quality of ongoing inspected work or site conditions. The content of the Field Inspection Reports is essential to assuring the quality of the construction work being installed. Detailed observations on current work, field conditions, connections, clearances, and Contractor(s) capability will assist the PRPA and its consultants in quality control efforts. The Field Inspection Report is the vehicle by which the Selected Proposer is empowered to assure that ongoing construction work is in compliance with the design intent, details, and specifications, which form the basis of the Contract(s) Documents. The Field Inspection Reports are to be prepared by members of the Selected Proposer team who are thoroughly familiar with the Project. The Field Inspection Reports are to be submitted in writing to the PRPA within five working days of the site visit. This will enable the PRPA to address the issues identified in the reports at the next project site meeting. The Field Inspection Reports shall be signed and sealed by a licensed professional engineer (PE) or architect in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended.

3.3.7.5. Bi-Weekly Job Site Meetings and Minutes – To facilitate completion of the work according to the standards of quality and the schedule set by the Construction Documents, the Selected Proposer is required to attend all project meetings. These include the Construction Kick-off (Pre-Construction) meeting, job site meetings held every two weeks, and all meetings relating to the design. At the job site meetings, the progress of the work is reviewed, and the work coordinated between the various Contractor(s). Attendees identify and confirm the next scheduled activities of work and eliminate, if possible, potential delays due to deliveries, field conditions, staffing or swing space conflicts. Also, review

of the Shop Drawing Log, taking appropriate action to ensure that submittals deadlines and review turn-around periods are met.

3.3.7.6. Review of Shop Drawings, Samples, Cuts and Mock-Ups – The Selected Proposer shall receive shop drawings, samples, cuts, and mock-ups directly from the Contractor(s) for review and approval. The Selected Proposer shall review, approve, and distribute submittals per procedures described in the General Conditions. The Shop Drawing Log Form shall be presented to the Contractor(s) at the Construction Kick-off (Pre-Construction) Meeting. Contractor(s) shall be responsible for filling in the item submission dates and the delivery dates for approval by the PRPA. The Selected Proposer shall receive copies of the Contractor(s) prepared approved schedules for the submission of shop drawings, samples and catalogue cuts and shall review these lists every two weeks. The Selected Proposer shall review and direct modifications if required. The Selected Proposer shall act promptly and systematically to check all shop drawings, materials samples, catalogue cuts and items exhibited in mock-ups to determine if the submittals are in accordance with the Contract(s) Documents and Specifications.

3.3.7.7. Review of Schedules of Items and Costs – The Selected Proposer shall promptly examine, recommend adjustments to, or indicate approval of, the schedules of items and costs submitted by the Contractor(s). This will allow the PRPA to establish a reasonable basis for subsequent partial payments to Contractor(s).

3.3.7.8. Recommendation of Subcontractor Qualifications – The Selected Proposer shall review the credentials of the proposed subcontractors for compliance with the special experience requirements.

3.3.7.9. Interpretation of Contract(s) Documents – The Selected Proposer shall interpret Contract(s) Documents, provide clarifications, and make recommendations, by drawing and in writing, as required by the PRPA. The Selected Proposer shall promptly prepare any supplementary drawings that may be necessary for clarifying the Contract(s) Documents. Supplementary drawings are to be sealed and signed by the Selected Proposer. The Selected Proposer shall obtain any approvals for supplementary drawings as necessary from applicable regulatory agencies and utilities.

3.3.7.10. Review of Contractor(s) Coordination Documents – The Selected Proposer shall review the Contractor(s)' coordination documents and promptly report in writing to the PRPA on issues relating to meeting the project schedule and achieving the quality of work specified in the Contract(s) Documents. The Selected Proposer shall systematically monitor the progress of all construction work scheduled and promptly report to the PRPA any conditions that may cause delays in the completion of the work.

3.3.7.11. Resolution of Design Errors or Omissions – The Selected Proposer shall promptly submit to the PRPA any necessary correspondence, supplementary or revised drawings, specifications, negotiated cost estimates and any other

documentation or coordination material to resolve design errors or omissions. Upon approval of the required changes in the contract documents by the PRPA, the Selected Proposer shall promptly provide to the Contractor(s) all the documentation necessary to execute the work as revised.

3.3.7.12. Construction Punch List – At Substantial Completion the Selected Proposer shall participate in the preparation of Construction Punch Lists. The Selected Proposer shall submit a list of items for the Punch List to the PRPA within ten working days of the request of such a list. This list of items shall be based on a final site visit and Field Inspection Report, and on any unresolved problems that have been the subject of earlier reports or job site meetings. The Construction Punch Lists, prepared by the Selected Proposer, the Contractor(s), and the PRPA, will be compiled at a job site meeting and shall be part of the minutes of that meeting.

The Selected Proposer shall provide hard copy, if necessary, of all deliverables stated above including but not limited to construction drawings and bid documents, in addition to electronic copies to the PRPA, and as requested by the PRPA during the performance of the Services. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents. All deliverables and resulting work products will become property of the PRPA.

### 3.4. Delivery Schedule

The Selected Proposer shall perform the Scope of the Services, complete, and submit all corresponding Deliverables per each Phase, in accordance with the following delivery schedule:

| Service Deliverables and Milestone | Duration* |
|---|---|
| Phase 1: Preliminary Design & Special A/E Services | 45 days |
| Phase 2: Final Design | 60 days |
| Phase 3: Services during Construction | 12 months |

* Duration is a preliminary estimate based on Calendar Days from the date of a Notice to Proceed (NTP) for each Phase, as applicable.

### 3.5. Contract Term

The term of the Contract is expected to be two (2) year(s) with the option of annual extensions up to two (2) year(s) until the Project reach closeout. The PRPA reserves the right to re-bid the Contract at any time during the performance of the Contract. Nothing of the above will be understood as a prohibition to the Selected Proposer to compete in the new solicitation at the end of their Contract.

### 3.6. Payment

Payments shall be issued for services provided previously approved by the PRPA. It is the Selected Proposer's responsibility to provide all services as set forth under the Scope of Services detailed in this RFP. The Selected Proposer shall submit invoices to PRPA based on the progress milestones achieved and the corresponding fees associated with each Service phases, as well as the required Deliverables for each Project.

All Invoices must be submitted including all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, work projections. If PRPA determines that, the submitted invoice and supporting documentation as acceptable, then the invoice will be approved for payment.

An authorized representative of the PRPA will review and certify each invoice and, if adequate, will approve and recommend its payment. PRPA reserves the right to conduct any audits it deems necessary. The Selected Proposer agrees to cooperate fully with any such audit or audits.

### 3.7. Penalties and Liquidated Damages

The Services will be subject to penalties and liquidated damages.

#### 3.7.1. Penalties

In the event the Selected Proposer is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of the resulting Contract, at any time following its effective date, PRPA may impose sanctions against the Selected Proposer for any default in accordance with the resulting Contract and this Section. Reference is made to the contract provisions required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200, and to the remedies for noncompliance set forth at 2 C.F.R. § 200.339, as included in Attachment 4 (General Provisions and Clauses Under Federal and State Laws), which will be made an integral part of the resulting Contract.

If the Selected Proposer fails to comply with federal statutes, regulations, or the terms and conditions of the resulting Contract, PRPA may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Selected Proposer.
- Disallow all or part of the cost of the activity or action not in compliance.
- Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

#### 3.7.2. Liquidated Damages

The Selected Proposer shall pay to PRPA, as liquidated damages, $1,000.00 for each calendar day that any required task deliverable is late until deemed in compliance, subject to a maximum of 10% of the Contract value established in the resulting Contract between PRPA and the Selected Proposer. Said sum, in view of the difficulty of accurately ascertaining the loss which PRPA will suffer by reason of delay in the completion of the Services, is hereby fixed and agreed

as the liquidated damages that PRPA will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be, nor shall they be treated as, either a partial or full waiver or discharge of PRPA's right to indemnification, or the Selected Proposer's obligation to indemnify PRPA pursuant to the resulting Contract, or of any other remedy provided for in the resulting Contract or by law. Liquidated damages may be assessed at the sole discretion of PRPA. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) business days shall be observed. PRPA may deduct and retain, out of the monies which may become due to the Selected Proposer, the amount of any such liquidated damages; and in case the amount which may become due shall be less than the amount of liquidated damages due to PRPA per the formula above, the Selected Proposer shall be liable to pay the difference.

### 3.8. Key Personnel Requirements

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that PRPA will consider the qualifications of key personnel in the selection of the successful proposer; therefore, replacement of key personnel will not be permitted without the written approval of the Procurement Director. The PRPA reserves the right to reject any key personnel proposed if it is in the Government's best interest.

The Selected Proposer shall be available to begin work within two (2) weeks of the anticipated Contract Execution date provided below. The Selected Proposer shall have or will secure, at its own expense, all personnel required in performing the Services under the contemplated Contract. The Selected Proposer shall provide competent and fully qualified personnel that are authorized or permitted under federal, state, and local law to perform the Services. PRPA reserves the right to request the removal of any staff not performing to standard.

Any additional staff will require a written authorization from the PRPA before the new personnel can commence work. No staff may be assigned to the contemplated contract without the written consent of the PRPA, and any Service performed without PRPA's written authorization cannot be invoiced and will not be paid.

The Selected Proposer shall, at minimum, consider the following key personnel to conduct the Services required during Phase 3.

#### 3.8.1. Design Manager

The Design Manager (DM) position will be the main point of contact between the PRPA and the Selected Proposer during the performance of the Services. The DM shall be available on-call and assist the Project design delivery, status, and progress meetings. The DM position responsibilities includes formulating, organizing, and monitoring the overall performance of the Services for the Project; deciding on suitable strategies and objectives; coordinating cross Project activities; lead and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the Service's performance and its staff; assess program performance and aim to maximize it; resolve project issues; prepare and review reports to the PRPA; and any other function required in support of the project. The DM shall maintain a complete understanding of all applicable laws, regulations, policy, and guidance; and shall possess knowledge of regulatory and statutory compliance requirements for disaster recovery funding program and technical requirements for projects of similar complexity.

The DM must have a bachelor's degree education in Engineering, Architecture, Project Management, or similar discipline. Must have at least ten (10) years of experience as a DM in comparable projects, federally funded programs, or related field.

#### 3.8.2. Construction Manager

The Construction Manager (CM) position will oversee and monitor the Project's construction phase, to ensure compliance with building and safety regulations, standards of quality, budget, and the schedule set by the Construction Documents. The CM position responsibilities include budgeting, organization, implementation, and scheduling for the overall performance of the basic construction oversight services required for the Project; and any other function required in support of the Project. The CM shall maintain a complete understanding of all applicable laws, regulations, policy, and guidance.; and shall possess knowledge of regulatory and statutory compliance requirements for disaster recovery funding programs and technical requirements for projects of similar complexity.

The CM must have a bachelor's degree education in Engineering, Architecture, Construction Management, or similar discipline. Must have at least five (5) years of experience in the construction industry for comparable projects, federally funded programs, or related field.

### 3.9. Subcontracting or Teaming

The Proposer may be comprised of one or more firms. The Proposer shall identify each team member and specify their role. The PRPA reserves the right to accept or reject any of the team members replacements based on skills and knowledge, which is in the best interest of the Government of Puerto Rico.

### 3.10. FEMA PA Program Grant Requirements

While providing the services, the Selected Proposer must adhere to the applicable requirements of the FEMA PA Program. Proposers must be familiar with FEMA's latest acronyms, glossary, laws, policies, guidelines, and design standards applicable to this RFP's Scope of Services and the Project SOW. The Proposer remains responsible for determining if the above-listed requirements have been revised or updated.

If the Selected Proposer(s) performs ineligible activities under the FEMA PA program grant, the Selected Proposer(s) cannot include them in the invoice for payment.

### 3.11. General Provisions and Clauses under Federal and State Law

Given that this Contract involves federal funds and is subject to oversight by FEMA and the Central Office for Recovery, Reconstruction and Resiliency (COR3), the Selected Proposer shall comply with all applicable requirements, including the General Provisions and Clauses set forth in Attachment 4 (General Provisions and Clauses Under Federal and State Laws).

### 3.12. Insurance Requirements

The Proposers shall be aware that, in case of resulting selected for the award of this RFP, it must have a minimum of required insurance policies and coverages. For details regarding Insurance Requirements, refer to Attachment 2 (Insurance Requirements).

## 4. RFP Instructions

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 by qualified firms at the PRPA Website (http://www.prpa.pr.gov/). To download the documents, Proposers must go to the Website, where all procurement documents will be published. RFP Documents will be available from the RFP Issuance date. There will be no cost to download the RFP Documents.

### 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 an 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 as associated with this RFP is presented in the table below. The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by the PRPA.

| Event | Time and Date |
|---|---|
| Publication of RFP | **October 7, 2026** |
| Pre-Proposal Meeting (Virtual Meeting) | **October 21, 2026, at 10:00 am (AST)** |
| Submission of Registration Form | With the Proposal, on or before **December 2, 2026** |
| Submission of Questions and Request for Clarifications | **November 4, 2026, at 5:00 pm (AST)** |
| Responses to Questions and Request for Clarifications | **November 13, 2026** |
| Proposal Due Date (Electronic Submission Only) | On or before **December 2, 2026,** no later than 11:59 PM Atlantic Standard Time (AST) |
| Proposal Evaluation Period (Expected) | From: **December 2, 2026** |
| | Up To: **December 18, 2026** |
| Notice of Award (Expected) | **December 23, 2026** |

| | |
|---|---|
| Executed Contract (Expected) | **January 29, 2027** |

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

### 4.4. Pre-Proposal Meeting and Due Diligence

The virtual Pre-Proposal Meeting will be held on the date and time specified in Section 4.3. Proposers may join the meeting directly using the Microsoft Teams link provided below: https://teams.microsoft.com/meet/291613858370997?p=rlVNWrhKhUaDGN9OhA.

### 4.5. Site Visits

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

The failure or omission of any Proposer to receive or examine the RFP documentation or to visit the Project site and become acquainted with conditions there existing shall not relieve them from obligations with respect to their Proposal or to the Contract(s). No additional allowances will be granted because of lack of knowledge of such conditions. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

### 4.6. Correspondence and Communications

Inquiries and communications regarding the RFP must be submitted to the PRPA by electronic mail to rpedraza@prpa.pr.gov.

### 4.7. Prohibited Communications

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 about this procurement. 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 contact person (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

Each prospective Proposer may submit questions as to the intent of clarity of this RFP, its Attachments, and its Exhibits. Proposers shall submit all questions in writing on or before the deadline established in Section 4.3. of this RFP to the electronic mailing address specified in Section 4.6 of this RFP. Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Questions and Requests for Clarifications included as Exhibit B**.** Questions shall be clearly labeled and shall cite the Section(s) and page number in 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 established in Section 4.3 and will be posted in the PRPA Website (http://www.prpa.pr.gov/)

All procurement documents pertaining to the procurement process, including Addenda issued by the PRPA, are and will be available for download at http://www.prpa.pr.gov/. All prospective Proposers must monitor PRPA Website (http://www.prpa.pr.gov/) to retrieve Addenda, if any, issued for this procurement process.

### 4.9. Representation for Proposal Submission

No individual, or firm, is assured of obtaining any work because of this RFP process. The PRPA further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications 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, as described at 2 C.F.R. § 200.318(c), shall constitute sufficient cause for the outright rejection of a Proposal. In the event that any or all Proposals are rejected, the PRPA reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and state laws and regulations. This RFP, its award, and any derivative contract are subject to a grant agreement between the Government of Puerto Rico or the PRPA, and FEMA; and the availability of the allocated FEMA funds.

Proposer acknowledges and agrees that any suspension, cancellation, or termination of the FEMA funding allocation(s) will result in the immediate suspension, cancellation, or termination of this RFP, award, or executed contract, upon PRPA's notice.

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the PRPA to award a Contract(s).

### 4.10. No Obligation to Contract(s)/ 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, including the FOMB if applicable. PRPA will not have any binding obligation, duties, or commitments to the Selected Respondent(s) until and unless a contract has been duly executed and delivered by PRPA after approval by the appropriate governmental authorities. If PRPA is unable to negotiate a mutually satisfactory

agreement with the Selected Respondent(s), it may, in its sole discretion, negotiate with the next highest-ranked Respondent(s) or cancel and reissue a new RFP.

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 or the best interests of the impacted communities or the Government of Puerto Rico. 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 Respondent 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 Respondent 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 Respondent thereby grants to PRPA an unrestricted license to use such unrestricted portions of the Proposal.

This Request for Proposal (RFP) also contains confidential and proprietary information that is the property of the Puerto Rico Port Authority (PRPA) which is provided for the sole purpose of permitting the recipient to respond to the RFP. The recipient agrees to maintain such information as confidential and not to copy or disclose the RFP information to any person outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than preparation of a response or proposal to this RFP.

## 5. General Proposal Requirements

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 8½" x 11" pages. Pages shall have a one-inch margin. 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 documents must be submitted in PDF Format (searchable PDF Format is recommended). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File.

- 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. Romel Pedraza, PE**
      **Assistant Executive Director for**
      **Planning, Engineering and Construction**

- Electronic Proposal documents shall be organized as per the Proposal Checklist included as **Exhibit C**.

- All blanks on Exhibits and any other document must be completed by the Proposer. In fields that don't apply to certain Proposers, N/A (not applicable) shall be written. If filled in handwriting, documents, must be completed in print type using blue color ink.

- Below each signature, full name of each signatory must be included.

### 5.2. Proposal Sections

Proposals shall incorporate the following sections in the order provided. The forms included as part of the RFP must be completed and incorporated as part of the Proposal. In each section, Proposers must meet all of the general, technical and cost 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. Qualifications, Experience, and Capabilities (maximum 10 pages**, excluding required forms**)**

**5.2.4. Work Approach and Organization (maximum 6 pages**, excluding required forms)

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

### 5.3. Proposal Execution

The Proposals must be properly executed by an authorized representative of the Proposer. 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 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:

| To: | Subject Line: |
|---|---|
| rpedraza@prpa.pr.gov | A/E Proposal for Recovery Projects under FEMA PA DR-4671-PR (RFP PRPA-FEMA-PA-DR-4671-2026-001) |

The Proposer is solely responsible for the submission of their Electronic Proposal on or before the date established in Section 4.3. 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 in paper formats, the PRPA will only consider the electronic format for evaluation.

### 5.5. Proposal Validity

Proposals shall remain valid for one hundred twenty (120) calendar days after the Proposal Due Date established in Section 4.3. PRPA may request in writing that Proposers extend the validity of their Proposals.

## 6. Technical and Cost Proposal Requirements

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

### 6.1. Mandatory Requirements

Proposers shall comply with the following Mandatory Requirements in order for their Proposals to be evaluated on their technical and cost aspects. Mandatory Requirements will be scored as either “Pass” or “Fail”. If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will “Pass” the Mandatory Requirements evaluation. If the Proposal does not meet all Mandatory Requirements of this RFP, the Proposal will “Fail” the Mandatory Requirements evaluation. Failure to comply with the Mandatory Requirements of this RFP will result in the disqualification of the Proposer. Mandatory Requirements for this RFP are as follows:

#### 6.1.1. Organizational Documentation

The Proposer, in its Proposal, must submit organizational documents, which will vary by the Proposer’s type of organization. Such documents may include (but are not limited to) Certificates of Incorporation, Partnership Agreements, Joint Venture Agreements, and Certificates of Good Standing. Refer to Section **5.3** for further details. The Proposer must provide organizational documentation of any of its Team Members and/or First Tier Subcontractor/s.

#### 6.1.2. Conflicts of Interest

For compliance with this Mandatory Requirement the Proposer must submit with his response to this RFP: Exhibit H (Non-Conflict of Interest Certification), Exhibit I (Non-Conflict of Interest on Existing or Pending Contracts Certification), Exhibit J (Limited Denial of Participation Affidavit), Exhibit K (Non-Collusive Affidavit), and Exhibit L (Sworn Statement Under Act 2-2018), duly completed and notarized, if applicable. All documents authorized by a Notary Public outside of Puerto Rico jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk or corresponding entity of the State government.

### 6.2. Qualifications and Experience

Proposer shall comply with each of the following requirements in order to qualify for the next phase of the evaluation of the Proposal. However, PRPA reserves the right to waive minor irregularities and minor instances of non-compliance. The Proposer must demonstrate that it has the reputation, managerial, organization, financial and technical capabilities to perform the services under the RFP. Qualifications, Experience, and Capabilities requirements will have a total maximum score of 60 points.

#### 6.2.1. Statement of Qualifications

Proposers shall provide the information requested herein as part of **Exhibit D (Statement of Qualifications).** The Proposer must demonstrate their qualifications, past performance, and record of integrity for the provision of similar Services in the form of a company profile. The Proposer must also provide an organizational chart showing the corporate structure and lines of responsibility and authority in the performance of the Services. This part will have a maximum score of 20 points.

#### 6.2.2. Comparable Project Experience

The Proposer must demonstrate that it has the experience in projects of similar size and complexity. The Proposer must provide a list of three (3) projects, within the past ten (10) years, in which the Proposer has performed similar Services. These Projects, and their data, will be provided by the Proposer in **Exhibit E (List of Comparable Projects)**. This part will have a maximum score of 15 points.

#### 6.2.3. Financial Capabilities

The Proposer, in its Proposal, shall also demonstrate that is has adequate financial resources to perform the Services under the Contract(s). Accordingly, the Proposer shall provide a third-party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proposer. If the Proposer plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement dully signed by an authorized officer of the Proposer, dated not later than sixty (60) days before the Proposal submission

date, ascertaining that its cash balances will be available and used to fund the services under the RFP. This part will have a maximum score of 20 points.

#### 6.2.4. References

Each Proposer shall provide at least three (3) past or current clients references for Architecture and Engineering (A/E) Services. Proposers will provide for each reference the client's name, contact person, phone, email address and description of services provided in their Proposals. The Proposers may provide additional references to the minimum required. This part of the Proposer's Qualifications will have a maximum score of 5 points. Each reference shall be submitted using Exhibit G (Reference Information).

### 6.3. Work Approach and Organization

Each Proposer shall draft and submit a Work Approach document as part of the Proposal. The Work Approach will have a total maximum score of 40 points. The document shall clearly state the following:

#### 6.3.1. Work Approach

Provide a detailed explanation as to how they would approach and manage the engagement to ensure maximum effectiveness, efficiency, transparency, and positive outcomes. Respondents are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement. This part will have a maximum score of 10 points.

#### 6.3.2. Proposed Key Personnel and Team Organization

Proposers shall provide an organizational structure and proposed staffing pattern (including number of personnel) that they anticipate utilizing to deliver the required services contemplated under this RFP. For Key Staff as related to the engagement the Proposer must provide the name of resources to be assigned, their education, years of experience, licenses, certifications, and resumes or professional information, specifying year of graduation, start and end dates for each job position(s) and project. The Proposer must fill the pertinent Key Staff members information as part of **Exhibit D (Statement of Qualifications)**. Refer to Section 3.8 for detailed requirements and roles of each Key Staff member. This part will have a maximum score of 20 points.

#### 6.3.3. Overall Understanding Applicable Federal and Puerto Rico Local Regulations

The Proposer shall explain their commitment and plan to ensure compliance with all applicable Federal and Puerto Rico laws, regulations, and policies. Indicate what characteristics of the team set them apart in terms of commitment to comply and what specific trainings and expertise reside within the team that reinforces the commitment to compliance. This part will have a maximum score of 10 points.

### 6.4. Cost Proposal

A Cost Proposal will be submitted by Proposers using **Exhibit F (Cost Form).** The Proposer's compensation will be determined as follows:

- For Services related to Phase 1 and Phase 2 (Design), the contracted A&E firm will be compensated based on the progress achieved and the fees associated with the required Tasks, Deliverables and Milestones identified under in this document. See Cost Form 1 in **Exhibit F (Cost Form).**

- For Services related to Special A&E Services, the Proposer will be compensated based on completed Deliverables and Milestones, and the fees associated with the required Deliverables and Costs. See Cost Form 2 in **Exhibit F (Cost Form)**.

- For Services rendered during Phase 3 (Services during Construction), the Proposer will be compensated based on the fees associated with the Staff Requirements set forth in RFP. See Cost Form 3 in **Exhibit F (Cost Form)**.

The PRPA may exercise its option to negotiate with Proposers that have reasonable chance of being selected for award with the intent of allowing the Proposers to revise their Cost Proposals. This determination is based on the relative score of the Proposals as these have been evaluated and rated, in accordance with the scoring criteria specified in the RFP. A fixed sum contract will be negotiated with the Selected Proposer. Before a contract is executed, a cost and price analysis will be performed by the PRPA to ensure cost reasonableness of the Service fees.

The Cost Proposal will have a total maximum score of 40 points.

## 7. Preference for Local Participation, M/WBE and/or DBE Businesses

In support of equitable economic participation and local capacity building, the Puerto Rico Ports Authority (PRPA) will grant a preference of up to ten (10) points within the evaluation criteria for Proposers demonstrating meaningful inclusion of Local, Minority and/or Women-Owned Business Enterprises (M/WBE), and Disadvantaged Business Enterprises (DBE) in their proposed teams. Proposers shall include within their Proposal a clear explanation of how they are incorporating Small Businesses, M/WBE, and/or DBE firms as part of their project team. This explanation shall describe:

- The specific roles and responsibilities of each Local, M/WBE, or DBE firm within the engagement;
- The estimated percentage or dollar value of work to be subcontracted or performed by these firms;
- The value added by each participating Local or M/WBE/DBE firm to the overall project execution; and
- The Key Personnel from these firms, including their anticipated level of involvement in daily coordination and interaction with PRPA.

All firms proposed as part of the Proposer's team—including Local, M/WBE, or DBE partners—must be identified and described in this section of the Proposal. Proposers seeking the M/WBE and/or DBE preference shall also provide a copy of their current certification(s) to verify their status under applicable Federal or Commonwealth programs.

Preference points will be awarded based on the degree of participation, substantiated commitments, and demonstrated integration of qualified Local, M/WBE, and/or DBE firms within the proposed project team.

# 8. Proposal Evaluation and Selection Criteria

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

### 8.1. Evaluation Committee

An Evaluation Committee will be appointed by the PRPA. The Evaluation Committee may rely on specialized advisers, consultants, and/or subject-matter experts to complete the evaluation and rating of the different sections of this RFP, as well as make final recommendations to the PRPA Bid Board.

### 8.2. 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 criteria stated in this RFP. Initial evaluation will consider the Proposal Requirements stated in Section **5** of this RFP. Those Proposer's whose Proposals meet the Proposal Requirements will be evaluated by the Evaluation Committee for Qualifications and Experience, Work Approach and Team Organization, and Cost Proposal requirements. A score to each evaluation criteria will be assigned by the Evaluation Committee. **To be considered "Qualified Proposer", Proposers need to obtain a score greater than or equal to 70 points combined in the evaluation of their Qualifications and Experience, and their Work Approach and Team Organization.**

After completing this stage of the evaluation process the Evaluation Committee will determine if it is necessary to invite the Proposers to provide an Oral Presentation. In the instances that an Oral Presentation is not required and/or after the Oral Presentations are completed, the Evaluation Committee will evaluate the Cost Proposals submitted by the Proposers who obtain a score greater than or equal to 70 points combined in their Qualifications and Experience, and their Work Approach and Team Organization. The Evaluation Committee may request clarifications to Proposer 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.

### 8.3. Proposal Scoring

The table below presents the maximum points for the Mandatory, Technical Requirements and Cost Proposal requirements. For details regarding the distribution of each technical aspect of the Proposal refer to the corresponding section. It also considers scoring for the 10 Preference points for Local Participation, M/WBE, and/or DBE Businesses.

| **Criteria** | **Maximum Points** |
|---|---|
| Mandatory Requirements | Pass/Fail |
| Qualifications, Experience, and Capabilities | 60 Points |
| Work Approach and Organization | 40 Points |
| **Maximum Technical Points:** | **100 Points** |
| Cost Proposal | 40 Points |
| **Total Proposal Score:** | **140 Points** |
| Preference of 4 points Local Participation | 4 Points |
| Preference of 3 points M/WBE | 3 Points |
| Preference of 3 points DBE | 3 Points |
| **Maximum Total Proposal Score** (including Preference) | **150 Points** |

Proposals will be scored using a Best Value methodology. Proposals will be evaluated on their technical capabilities, namely the Proposer's qualifications and work approach, and a score for each criterion will be assigned based on the maximum allowable points stated above. Once the technical evaluation of the Proposals is completed, the Evaluation Committee will evaluate the Cost Proposals submitted by the "Qualified Proposer" and will combine the technical and economic aspects of the Proposals to determine the Proposer whose Proposal, conforming to this RFP, is most advantageous to the PRPA. **To be considered a "Qualified Proposer", Proposer need to achieve a technical score greater than or equal to 70 points**. Preference points are not considered in the determination of "Qualified Proposer"; they are added only to the Total Proposal Score of Qualified Proposers.

Cost Proposals of the "Qualified Proposer" will be awarded points based on the following formula:

$$Cost\ Proposal\ Points = \frac{Lowest\ Proposal\ Cost\ Received}{Proposal\ Cost}\ x\ [Max.Cost\ Proposal\ Points]$$

### 8.4. Negotiations

The Evaluation Committee may recommend discussion and negotiations with "Qualified Proposer". Negotiations are exchanges between the PRPA and the Proposer that are undertaken with the intent of allowing the Proposer to revise their Cost Proposals. The primary objective of discussions is to maximize the PRPA's ability to obtain the best possible offers, based on the requirements set forth in the RFP.

The PRPA may (but is not obligated to) select one or more Qualified Proposer to be invited to one or more finalist meetings. The purpose of such meetings will be to clarify any aspects of the Qualified Proposer's Proposal, clarify any doubts as to the requirements of the RFP and/or confirm that the terms of the envisioned contract are understood by the Qualified Proposer to

ensure compliance with the specifications. No statement made or action taken by the PRPA during these discussions or negotiations shall bind the PRPA in any manner. After each interview or meeting with any Qualified Proposer, the Evaluation Committee may require the Qualified Proposer to submit a written confirmation of any clarification of the Proposal discussed at the meeting.

### 8.5. Selection and Award

The Evaluation Committee shall recommend the "Qualified Proposer" with the Proposal, conforming to this RFP, which obtains the highest total proposal score. After final recommendation from the Evaluation Committee, the PRPA Board of Directors will issue a resolution to award or cancel. The resolution to award from the PRPA Board of Directors shall include a determination that costs are reasonable.

### 8.6. 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.

## 9. Reconsideration and Judicial Review

### 9.1. 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 twenty (20) 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 PRPA Bid Board and to all Proposers participating in the RFP. The Protest must include a certification that the Bid 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 mentioned term.

### 9.2. 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 twenty (20) 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.

**END OF RFP**

PORTS AUTHORITY
GOVERNMENT OF PUERTO RICO

# ADDENDUM NO. 2
# ATTACHMENT

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

## Answers to Questions and Requests for Clarifications

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
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**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

| Answers to Questions and Requests for Clarifications | | | | | | |
|---|---|---|---|---|---|---|
| **No.** | **Question** | **Proposer** | **Submission Date** | **RFP Section** | **RFP Page No.** | **Answer** |
| 1 | Scope components: the SOW itemizes fabric, barbed wire, posts, top rails, barbed wire supports and, only at Site 3, bottom rails. (a) Are existing components not itemized (gates, concrete post footings, tension wire, bottom rails at Sites 1 and 2, signage, grounding) part of the scope? (b) The DDD references DR-4339 documents "85442-175559-General Site-Perimeter Fencing Receipt-Electrical" and "Fence and Electric Troubleshooting Receipt"; does the fence include electrical or security components (electrified fence, intrusion detection, lighting, CCTV, gate operators), and are they within this scope? Please provide the referenced documents. | ENTECH-PR, PSC | 11/4/26 | 3.1; 3.2.1(1)–(3); Att. 1.1 – DDD / Final Scope | 10–13; Att. 1.1, pp. 1–5 | (a) The scope of this procurement is the FEMA-approved Damage Description and Dimensions (DDD), Final Scope and 406 Hazard Mitigation Proposal (HMP) for DI #1265266 included in Attachment 1.1 (Section 3.1). Components not itemized in the approved DDD/SOW (e.g., gates, tension wire, bottom rails at Sites 1 and 2, signage and grounding) are not part of the approved scope. Post footings are part of the work, since the approved HMP for Sites 1, 2 and 3 reduces post spacing from 10 ft to 8 ft on center and increases post embedment from 2 ft to 3 ft. During Phase 1 the Selected Proposer shall review and validate the DDD, SOW and Method of Repair (Section 3.2.1(1)–(3)), including the quantity and dimensional differences between the DDD and the Final Scope (e.g., Site 1 fence length 2,954 FT vs. 2,594 LF; Site 2 fence height 8 FT vs. 10 FT; Site 2 post height 10 FT vs. 7 FT). If disaster-related damage to components not itemized is identified, or a component is required by applicable codes and standards, the Selected Proposer shall document it and prepare the corresponding SOW change request with its justification (Section 3.2.1, p. 13). Inclusion of any such item is subject to COR3/FEMA approval.<br>(b) The approved DDD and SOW for DI #1265266 do not include electrical or security systems (electrified fence, intrusion detection, lighting, CCTV or gate operators); these are not within the scope of this RFP. The documents cited in the DDD belong to FEMA Project 85442 (DR-4339) and were referenced by FEMA to document that the perimeter security fence damaged by María/EQ was repaired before Hurricane Fiona (DDD note, Attachment 1.1). They are not part of the RFP documents; to the extent available, PRPA will provide them to the Selected Proposer at the start of Phase 1. |
| 2 | Project status: (a) The FEMA Project Report shows an Activity Completion Date of 9/21/2026, which has passed; has PRPA requested or obtained a time extension through COR3/FEMA, and what is the current approved deadline? (b) The Federal Share ($440,769.08) appears as obligated and fully expended on 9/7/2023; please confirm that funds are available for this contract, whether A/E fees will be funded within the obligated project cost or from other sources, and, if available, provide the A/E budget or independent cost estimate. | ENTECH-PR, PSC | 11/4/26 | 3.4; 4.9; Att. 1.1 – General Info / Award Information | 23, 29; Att. 1.1, pp. 1, 8–9 | (a) Attachment 1.1 is Version 0 of the Project, obligated on August 25, 2023, and shows the original Activity Completion Date. PRPA requested a time extension through COR3, and the current approved period of performance for Project 692344 is September 21, 2028. PRPA will continue to manage the Project deadline with COR3 and FEMA as required.<br>(b) The Federal Share of $440,769.08 (90%) was obligated under Version 0. The "Expended" entry in the Drawdown History of Attachment 1.1 reflects that the obligated federal share was made available to the Recipient (COR3); it does not mean that work was performed or paid (Attachment 1.1 reports 0% work completed). A/E services are part of the Project costs and will be funded with the Project's FEMA PA funds, subject to Section 4.9 (availability of the allocated FEMA funds). Attachment 1.1 also shows that the Project amount reflects an anticipated insurance reduction of $693,700.00, which FEMA may adjust based on the actual insurance proceeds. PRPA will not disclose its independent cost estimate or A/E budget; Proposers shall price the services based on the RFP. |
| 3 | Section 3.2.1 describes Phase 1 as developing the SOW and CE to secure the funding obligation; the project was already obligated (Version 0, 8/25/2023). Please confirm that Phase 1 is intended to validate the obligated SOW/CE and, if required, to prepare a scope or cost change request. Will change requests and responses to FEMA/COR3 RFIs beyond the initial Phase 1 submittal be compensated as additional services? | ENTECH-PR, PSC | 11/4/26 | 3.2.1; Att. 1.1 – Award Information | 11–13; Att. 1.1, p. 9 | Confirmed. Because the Project is already obligated (Version 0, August 25, 2023), Phase 1 is intended to review and validate the obligated DDD, SOW, Method of Repair, HMP and cost estimate, including the applicable codes and standards (Section 3.2.1(1)–(3)), and to prepare, if required, the SOW and/or cost change request (amendment) with its justification and supporting documentation (Section 3.2.1, p. 13). Support to PRPA's staff and consultants in collaboration meetings and in responses to COR3/FEMA requests for information is part of the basic Phase 1 services (Section 3.2.1(7)) and shall be included in the Phase 1 fee of Cost Form 1, until the Project's final SOW and CE are accepted. Work beyond the Scope of Services of this RFP will only be compensated if requested and authorized in writing by PRPA through a contract modification (Section 2.3). |

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| 4 | Codes and airport requirements: (a) Which codes and standards shall govern the design (Puerto Rico Building Code edition in effect, ASCE 7 wind loads, FAA AC 150/5370-10 Item F-162, TSA requirements), and is a code-upgrade eligibility analysis under DRRA Section 1235(b) expected? (b) Is the fence part of the security perimeter or AOA boundary under the Airport Security Program (49 CFR Part 1542)? Will the design require TSA and/or FAA review, and are a Construction Safety and Phasing Plan (FAA AC 150/5370-2) and FAA Form 7460-1 filings part of the A/E scope? | ENTECH-PR, PSC | 11/4/26 | 3.2.1(2)–(3)(a); 3.2.2(2); 3.3.5.7 | 11; 13–14; 20 | (a) The design shall conform to the applicable consensus-based codes, specifications and standards (Sections 3.1 and 3.2.1(2)), including the Puerto Rico Building Code in effect at the time of design, 2018 PRBC or newer in effect, and its referenced standards (e.g., ASCE 7 for wind loads), and the FAA and TSA requirements applicable to the airport perimeter fence, which the Selected Proposer shall identify and confirm with PRPA in Phase 1. Yes, the codes and standards analysis under DRRA Section 1235(b) is part of Phase 1 (Section 3.2.1(2)), including the documentation required by the PAPPG to support the eligibility of any code or standard upgrade (Section 3.2.1(3)(a)).<br>(b) Attachment 1.1 identifies the facility as the airport's perimeter security fence. The exact security-perimeter and AOA boundaries will be confirmed with PRPA during Phase 1; Airport Security Program information is Sensitive Security Information and will only be shared with the Selected Proposer as authorized. Coordination of any required FAA and/or TSA review, and the preparation of a Construction Safety and Phasing Plan and the FAA Form 7460-1 notice, if required, are part of the A/E scope under Section 3.2.2(2) (all permits and approvals required for construction) and Sections 3.3.2.4 and 3.3.5.7 (phasing and staging), and shall be included in the Proposer's fees. |
| 5 | Site access: (a) Please schedule a site visit before the Proposal Due Date and indicate the date, meeting point, PRPA contact and escort arrangements. (b) Please describe the requirements for A/E personnel to access the airside during the contract (SIDA/AOA badges, background checks, training, escorts, permitted work hours) and who bears the badging costs. | ENTECH-PR, PSC | 11/4/26 | 4.5; 3.2.3; 3.3.7.4; 3.8 | 28; 14; 21; 25 | (a) PRPA will hold a site visit for prospective Proposers on Wednesday, November 18, 2026. Each prospective Proposer may send one (1) representative. Attendees shall arrive in their own vehicle and register at the General Aviation Offices of Mercedita International Airport (PSE), Ponce, at 9:30 AM (AST), presenting a valid government-issued photo identification. The site tour will begin at 10:30 AM (AST) and will be conducted by vehicle, escorted by PRPA personnel; attendees shall comply with the airport's safety and security instructions at all times. Prospective Proposers shall confirm attendance by email to the RFP Coordinator (rpedraza@prpa.pr.gov; Section 4.6) no later than Monday, November 16, 2026, at 12:00 PM (AST), indicating the company name and the name of its representative.<br>(b) Mercedita airside access is subject to PRPA Aviation Bureau requirements, including badges, background checks, training, escorts, and work-hour restrictions. PRPA will provide these requirements to the Selected Proposer and coordinate access at the kick-off meeting. The Selected Proposer shall provide all personnel at its expense and include related security costs in its fees and overhead (Section 3.8; Exhibit F, Cost Form 3, Note 5). |
| 6 | Please provide, or confirm the availability of: as-built drawings of the fence, boundary and topographic surveys, utility information, geotechnical data, the Airport Layout Plan, prior DR-4339 repair documents, and the FEMA site inspection photographs (Attachment 1.3) at original resolution. | ENTECH-PR, PSC | 11/4/26 | 3.2.1(1), (4); Att. 1.2 and 1.3 | 11–12 | The documentation available for this RFP is included in Attachment 1: 1.1 FEMA Project Report, 1.2 Available Assessments & Reports (site map, wetlands maps and FEMA Record of Environmental Consideration) and 1.3 Available Photos. No additional as-built drawings, surveys, utility information or geotechnical data will be provided during the RFP stage. Preliminary as-built drawings, surveys (including existing utility lines) and soil/geotechnical investigations are part of the Selected Proposer's services (Section 3.2.1(4) and Special Services 2 through 5). To the extent available, PRPA will provide the Selected Proposer at the start of Phase 1 with the Airport Layout Plan, the DR-4339 fence repair records and the FEMA site inspection photographs at original resolution; security-sensitive information will be shared under PRPA's conditions. |

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| 7 | Environmental and permits: the REC places the project in SFHA Zone AE and within NWI-mapped wetlands under CATEX N7, and the DDD attributes damage to flooding from the adjacent river. (a) Is the A/E expected to prepare a wetland delineation, a USACE jurisdictional determination or Section 404 authorization, DRNA endorsements and OGPe/floodplain permits, and should these be priced under Cost Form 2 "Environmental Studies"? (b) NHPA review was concluded under Programmatic Allowance Tier II A.2.b; should an archaeological study be priced, or only monitoring during ground disturbance? (c) Who pays permit filing fees? | ENTECH-PR, PSC | 11/4/26 | 3.2.1(3)(d); 3.2.1 Special Services (6)–(7); 3.2.2(2); Att. 1.2 – REC | 12–13; Att. 1.1, p. 13; REC pp. 1–4 | (a) The Selected Proposer is responsible for identifying and planning all EHP compliance requirements, and for identifying, procuring and securing all permits and approvals required for final design approval and construction (Sections 3.2.1(3)(d) and 3.2.2(2)), including the OGPe/floodplain permits required by the REC (EO 11988) and any DRNA endorsement. In the REC, FEMA concluded the Clean Water Act review with the finding that the project would not affect any water of the U.S., and conditioned the work so that construction, staging and storage are not located within or adjacent to wetlands (EO 11990). A wetland delineation, USACE jurisdictional determination or Section 404 authorization is therefore not anticipated for repair within the existing footprint. If the Proposer anticipates any such study, it shall be priced as "Environmental Studies" under "Others (specify)" in Cost Form 2 (Addendum No. 1, Section B, Item 4) and will only be performed if required and authorized in writing by PRPA. Permit management and agency coordination are basic services included in Cost Form 1.<br>(b) An archaeological study is not anticipated, since NHPA review was concluded under Programmatic Allowance Tier II A.2.b. Proposers shall price the "Archeological Studies" line of Cost Form 2 on a unit basis; it will only be authorized if required by FEMA, the PRSHPO or another regulatory agency. The REC condition to monitor ground disturbance during construction (and stop work and notify if resources are discovered) shall be incorporated into the construction documents.<br>(c) Permit and filing fees payable to regulatory agencies will be paid by PRPA at cost, without markup, upon presentation of receipts, and shall not be included in the Proposal. |
| 8 | Sections 2.2, 3.2 and 3.2.2 refer to "Projects" and to PRPA facilities "throughout Puerto Rico". Please confirm that the contract covers only FEMA Project 692344, and state whether PRPA anticipates adding other projects by modification under Section 2.3. | ENTECH-PR, PSC | 11/4/26 | 2.2; 2.3; 3.1 | 8–10 | Confirmed. The services procured under this RFP are limited to FEMA Project 692344 – Mercedita International Airport (PSE) Fence – Ponce, and evaluation, selection and award will be based solely on this Project (Section 3.1). References to "Projects" and to facilities "throughout Puerto Rico" are general descriptions of PRPA's program. Adjustments to the Project's schedule, scope or approach resulting from FEMA review, regulatory requirements, site conditions or approved SOW amendments are modifications within the same Project, not new projects (Section 3.1). Section 2.3 reserves PRPA's right to modify the contract to extend its duration or expand the scope of services related to this RFP; any such modification would be subject to the applicable procurement requirements, including a cost or price analysis. PRPA does not currently anticipate adding other projects to this contract. |
| 9 | Deliverables: (a) Please confirm that deliverables may be tailored to a perimeter fence project and that floor plans, building and wall sections, finishes and renderings or perspectives (Sections 3.3.3, 3.3.4.2, 3.3.5.2) are not required. (b) Please indicate the number of printed sets per deliverable and bid package, the required AutoCAD/Civil 3D version, and whether PRPA has CAD standards or a title block. | ENTECH-PR, PSC | 11/4/26 | 3.2; 3.3.3; 3.3.4.2; 3.3.5.2; 3.3.6 | 15; 17–20 | (a) Confirmed. Deliverables shall be developed to the extent applicable to a perimeter fence repair project. Elements listed in Sections 3.3.3, 3.3.4.2 and 3.3.5.2 that do not apply to this type of work (e.g., floor plans, building and wall sections, finishes, and renderings or perspectives) are not required, provided that the documents include the site and key plans, plans, elevations, cross sections, details, project layout/staging areas, general and special notes, specifications, calculations, narratives and cost estimates necessary to permit, bid and construct the work. Elements omitted as not applicable shall be identified in the Phase 1 Preliminary Engineering Report for PRPA's acceptance. The examples in those Sections do not limit the documentation required or the Selected Proposer's responsibility for errors and omissions.<br>(b) All deliverables shall be submitted electronically in native format (AutoCAD DWG) and PDF, with all references and associated files (Sections 3.2 and 3.3.7). Hard copies will be requested only if necessary; for pricing, assume two (2) full-size printed sets of the 100% Construction Documents and of the Construction/Bid Documents. The AutoCAD version, and PRPA's title block and CAD standards, if any, will be provided to the Selected Proposer at the kick-off meeting. |

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| 10 | Schedule and liquidated damages: (a) Do the Phase 1 (45 days) and Phase 2 (60 days) durations include PRPA, COR3, FEMA and permitting agency review periods, and does Phase 1 include the special services? What is PRPA's review period per deliverable? (b) Please confirm the "Contract value" used for the 10% cap, that the 10-business-day grace period applies to each deliverable, and that delays caused by PRPA, COR3, FEMA, permitting agencies or the construction contractor are excluded. | ENTECH-PR, PSC | 11/4/26 | 3.2.1; 3.2.2; 3.4; 3.7.2 | 13–14; 23–25 | (a) The durations in Section 3.4 are preliminary estimates in calendar days from the NTP of each phase and correspond to the Selected Proposer's preparation of the deliverables. Phase 1 includes the Special A/E Services ("Phase 1: Preliminary Design & Special A/E Services", Section 3.4). Review periods of PRPA, COR3, FEMA and permitting agencies are not counted within the Selected Proposer's durations; the NTP for Phase 2 is issued once the final SOW and CE are accepted (Section 3.2.1), and the NTP for Phase 3 once the Phase 2 deliverables are accepted (Section 3.2.2). PRPA's target review period is ten (10) business days per deliverable; review periods will be reflected in the preliminary schedule (Section 3.3.2.4).<br>(b) The "Contract value" in Section 3.7.2 is the total amount of the resulting Contract, as amended. The ten (10) business-day grace period applies to each required deliverable. Liquidated damages apply to delays attributable to the Selected Proposer; delays caused by PRPA, COR3, FEMA, permitting agencies or the construction Contractor(s), documented by the Selected Proposer in its weekly status reports (Section 3.3.1.1), will not be considered for liquidated damages. Liquidated damages are assessed at PRPA's sole discretion (Section 3.7.2). |
| 11 | Phase 3: (a) Is the 12-month duration PRPA's expected construction period or a value used only for cost evaluation (Cost Form 3, Note 6)? (b) Sections 3.2.3(5), 3.3.7.4 and 3.3.7.5 require bi-weekly supervision, monthly site visits and bi-weekly meetings; please confirm the minimum site presence required and that full-time resident inspection is not part of this scope. | ENTECH-PR, PSC | 11/4/26 | 3.2.3(5); 3.3.7.4; 3.3.7.5; 3.4; Exhibit F – Cost Form 3 | 14; 21; 23; Exhibit F | (a) The 12-month duration in Section 3.4 is PRPA's preliminary estimate for Phase 3 and is the time frame used for cost evaluation in line [L] of Cost Form 3 (Note 6). PRPA reserves the right to establish a shorter or longer term; Phase 3 services will be compensated only for the time and staff authorized in writing by PRPA (Cost Form 3, Note 2).<br>(b) The minimum site presence is: on-site supervision and oversight at least bi-weekly or as directed by PRPA (Section 3.2.3(5)); attendance to the pre-construction meeting and the bi-weekly job-site meetings (Section 3.3.7.5); and one monthly site visit with its Field Inspection Report (Section 3.3.7.4), which may coincide with a bi-weekly visit. Additional visits for inspections and tests, final inspection and punch list shall be provided as required (Sections 3.2.3(4) and 3.3.7.12). Full-time resident inspection is not part of the scope of this RFP. |
| 12 | Reporting: (a) Do the weekly status reports and monthly in-person presentations apply during all phases, including FEMA review and construction bidding periods? Where will the presentations take place? (b) Please identify the "systems of record" in Section 3.2.3(9) and whether PRPA will provide user access. | ENTECH-PR, PSC | 11/4/26 | 3.3.1.1; 3.3.1.2; 3.2.3(9) | 15–16 | (a) The weekly status reports (Section 3.3.1.1) and the monthly presentations (Section 3.3.1.2) apply while services are being performed under an NTP, in all phases. During periods with no active work by the Selected Proposer (e.g., COR3/FEMA review between phases), PRPA may reduce their frequency or suspend them by written notice. Monthly presentations will be held at PRPA's offices in San Juan or at the location PRPA designates.<br>(b) The "systems of record" are the platforms PRPA uses to document and report the Project (including PRPA's document management platform and the information required for COR3/FEMA reporting). PRPA will identify them and provide user access, as applicable, to the Selected Proposer at the kick-off meeting. |
| 13 | Bidding-phase services (addenda, pre-bid meeting, bid tabulation analysis, bid recommendation, pre-construction conference) are not listed in Cost Form 1, and Cost Form 3 covers only the Design Manager and Construction Manager. In which cost form should they be priced? | ENTECH-PR, PSC | 11/4/26 | 3.2.3; 3.3.7.1–3.3.7.3; Exhibit F | 14; 20–21 | Bidding-phase services are part of Phase 3 – Services during Construction, which "consist of the Services during the bidding process and the construction phase of the Project" (Section 3.2.3). They shall be priced within Cost Form 3, through the monthly cost of the Design Manager and Construction Manager, and Proposers shall describe in their Work Approach the effort assigned to the bidding period. Preparation of the Construction/Bid Documents (Phase 2C, Section 3.3.6) is priced in Cost Form 1. |
| 14 | Cost estimates: please confirm the RS Means edition (year/quarter), the City Cost Index location (Ponce or San Juan) and the design contingency expected at the Phase 1 / 30% stage. | ENTECH-PR, PSC | 11/4/26 | 3.2.1(5); 3.3.2.3; 3.3.4.4; 3.3.5.5 | 12; 17; 18–20 | For purposes of the Proposal, the Cost Proposal (Exhibit F) shall price the A/E services only, not the construction cost of the Project. For level-of-effort purposes, Proposers shall consider that the construction cost estimates to be developed by the Selected Proposer shall be prepared in FEMA Cost Estimating Format (CEF), using RS Means with the corresponding City Cost Index factor and/or historical cost data, identifying in each estimate the RS Means edition and City Cost Index used, and are subject to validation by PRPA and COR3 (Sections 3.2.1(5) and 3.3.2.3). For the 30% Design Submission, PRPA recommends a design contingency of 10%. As established in the RFP, the design contingency is reduced to 5% at the 50% Construction Documents (Section 3.3.4.4) and is not included in the final cost estimate at 100% (Section 3.3.5.5). General Conditions and Overhead and Profit shall be applied individually to each cost estimate. Allowances for undeveloped design or other items of uncertain scope shall be shown as clearly identified line items. |

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| 15 | Cost Form 3 lists one FTE each for the Design Manager and Construction Manager, with a "Monthly Hours" column. To ensure comparable pricing, will PRPA establish the monthly hours for evaluation, or should each proposer set them according to its approach? Does "FTE = 1" imply full-time dedication? | ENTECH-PR, PSC | 11/4/26 | 6.4; Exhibit F – Cost Form 3 | 35–36; Exhibit F | Each Proposer shall establish the monthly hours of the Design Manager and the Construction Manager in Cost Form 3 according to its Work Approach, consistent with the minimum Phase 3 requirements (Sections 3.2.3(5), 3.3.7.4 and 3.3.7.5), and state its assumptions. PRPA will not establish the hours. "FTE = 1" identifies one individual per position and does not require full-time dedication; the level of effort is defined by the monthly hours in column [C]. The Maximum Monthly Cost is used for evaluation purposes only, and the final cost may vary after negotiation (Cost Form 3, Note 4); staff time is compensated only with PRPA's prior written authorization (Note 2). |
| 16 | Overhead and reimbursables: (a) Cost Form 3, Note 5, requires overhead to include royalties, reimbursements and taxes; please identify the taxes, contributions and withholdings applicable to government contracts under Puerto Rico law that proposers must include. (b) Are travel and mileage to Ponce, permit filing fees, CIAPR stamps, printing and courier costs included in the fee or reimbursable at cost? | ENTECH-PR, PSC | 11/4/26 | 3.6; Exhibit F – Cost Form 3, Notes 3 and 5 | 24; Exhibit F | (a) Each Proposer is responsible for determining the taxes, contributions and withholdings applicable to it under Puerto Rico law for professional services contracts with government entities and for including them in its overhead (Cost Form 3, Note 5) and fees. PRPA will make on each payment the withholdings required by law (e.g., income tax withholding on payments for services under the Puerto Rico Internal Revenue Code and the special contribution on government contracts under Act 48-2013, as amended), except as reduced or waived by a valid certificate presented by the Selected Proposer.<br>(b) Travel and mileage to Ponce, CIAPR stamps, printing, reproduction and courier costs are included in the Proposer's fees and are not reimbursable separately. For permit filing fees, see the answer to Question 7(c). |
| 17 | Cost Form 2: since units and quantities are defined by each proposer, will PRPA provide estimated quantities (e.g., linear feet of topographic survey, number and depth of borings) to make proposals comparable? Are special services included in the Total Proposal Cost for scoring, and will each be authorized individually by PRPA only when required? | ENTECH-PR, PSC | 11/4/26 | 3.2.1 Special Services; 6.4; Exhibit F – Cost Form 2 | 12; 35; Exhibit F | PRPA will not provide estimated quantities. Each Proposer shall define the units, quantities and unit costs in Cost Form 2 based on its assessment of the approved scope (three fence sites described in Attachment 1.1) and its Work Approach, and state its assumptions. Yes, the A/E Special Services Total Cost [E] is part of the Total Proposal Cost used for scoring (Exhibit F: Total Proposal Cost = (a) Basic Services + (b) Special Services + (c) line [L] of Cost Form 3). Special services are compensated based on completed deliverables (Section 6.4), and each will be performed only when required and authorized in writing by PRPA, applying the unit prices of Cost Form 2. |
| 18 | Contract type: Section 6.4 states that a fixed sum contract will be negotiated, while Cost Form 3 is based on maximum monthly costs. Please clarify the contract type per phase (lump sum for Phases 1 and 2, unit prices for special services, not-to-exceed for Phase 3). In Cost Form 1, is the percentage per milestone set by the proposer? | ENTECH-PR, PSC | 11/4/26 | 6.4; Exhibit F – Cost Forms 1 and 3 | 35–36; Exhibit F | The resulting Contract will be for a fixed sum (maximum contract amount) negotiated with the Selected Proposer (Section 6.4), with compensation by phase as follows: Phases 1 and 2 – fixed fees per milestone/deliverable (Cost Form 1); Special A/E Services – unit prices per completed and authorized deliverable (Cost Form 2); Phase 3 – maximum monthly cost per authorized position (Cost Form 3), up to the maximum amount established for Phase 3. Yes, in Cost Form 1 the percentage per milestone (column [B]) is set by the Proposer, and the percentages must add up to 100%. |
| 19 | Payment: please confirm the payment terms (days after invoice approval), whether retainage applies, whether milestone payments are made upon PRPA acceptance or only after COR3/FEMA acceptance, and whether timesheets are required for lump-sum invoices in Phases 1 and 2. | ENTECH-PR, PSC | 11/4/26 | 3.6 | 24 | Payments are made for services previously approved by PRPA, based on the progress milestones achieved and the required Deliverables, upon review and certification of each invoice by an authorized PRPA representative (Section 3.6). Phase 1 and Phase 2 milestone payments will be made upon PRPA's acceptance of the corresponding deliverables; addressing COR3/FEMA comments on the Phase 1 submittal is part of the Phase 1 services and is not compensated separately (Section 3.2.1(7)). The NTP for Phase 2 is issued only after the Project's final SOW and CE are accepted (Section 3.2.1). The resulting Contract is subject to the availability of the allocated FEMA funds (Section 4.9), and PRPA may temporarily withhold payments or disallow costs for noncompliance with federal requirements (Section 3.7.1). Invoices shall include the supporting documents listed in Section 3.6, including timesheets, also for milestone-based invoices. Payment terms and any retainage will be established in the resulting Contract in accordance with PRPA's procedures and applicable law; the contract model will be provided to the Selected Proposer during negotiations. |
| 20 | Section 3.7.1 references 24 C.F.R. § 570.489(g) and the CDBG-DR/MIT Contract and Subrecipient Agreement Manual. Please confirm whether these apply to this FEMA PA-funded contract. If CDBG-DR/MIT or HMGP funding is added (Section 3.2), would HUD-specific requirements be incorporated by amendment with compensation? | ENTECH-PR, PSC | 11/4/26 | 3.2; 3.7.1 | 10–11; 24 | No. This Project is funded under the FEMA Public Assistance Program (Section 3.1). Neither 24 C.F.R. § 570.489(g) nor the CDBG-DR/MIT Contract and Subrecipient Agreement Manual applies to the resulting Contract. Section 3.7.1 is revised in Addendum No. 2, Changes to the RFP, to delete both references. The penalties and remedies in Section 3.7.1 remain in effect under 2 C.F.R. Part 200 and the Federal Clauses in Attachment 4. |

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| 21 | Preference points: Section 7 grants up to 10 points for Local, M/WBE and/or DBE participation, while Section 8.3 assigns 5 points to M/WBE and 5 to DBE, with none for Local participation. Please confirm how local participation is scored, which certifications are accepted (federal and Commonwealth), whether the prime proposer's own certification qualifies, and whether preference points count toward the 70-point technical threshold. | ENTECH-PR, PSC | 11/4/26 | 7; 8.2; 8.3 | 36–38 | (a) Local participation: Yes, Local participation is scored. Addendum No. 2, Changes to the RFP, revises the table in Section 8.3 to distribute the ten (10) preference points as follows: Local Participation, up to 4 points; M/WBE, up to 3 points; and DBE, up to 3 points. Local participation refers to Local Parties, as defined in Section 1 (subcontractors, professionals, or service providers with a business presence in Puerto Rico and relevant experience in similar federally funded projects), and shall be identified and described as required in Section 7.<br><br>(b) Certifications accepted: Current certifications issued under applicable Federal or Commonwealth of Puerto Rico programs. A copy of each certification shall be included with the Proposal (Section 7).<br><br>(c) Proposer's own certification: Yes. Section 7 requires the certification needed "to verify their status," so a certified Proposer qualifies, provided it performs the work credited to it.<br><br>(d) 70-point threshold: No. Preference points do not count toward the threshold. To be a "Qualified Proposer," a Proposer must obtain at least 70 points combined in Qualifications, Experience and Capabilities (max. 60) and Work Approach and Organization (max. 40) (Section 8.2). Addendum No. 2, Changes to the RFP, replaces the last sentence of the Proposal Scoring paragraph in Section 8.3 ("For the purpose of clarity, in the determination of 'Qualified Proposer'…") to state that preference points are not considered in the determination of "Qualified Proposer". Preference points (max. 10) are added to the Total Proposal Score (max. 140) only for Qualified Proposers, for a Maximum Total Proposal Score of 150 (Section 8.3). |
| 22 | The evaluation assigns 40 points to price for A/E services. Please confirm that this evaluation method has been reviewed with COR3 as compliant with 2 C.F.R. §§ 200.317–200.320, so that the resulting A/E costs are not exposed to eligibility findings. | ENTECH-PR, PSC | 11/4/26 | 2.4; 6.4; 8.3 | 9; 35–38 | This RFP is a competitive proposal procurement conducted under PRPA Regulation No. 8981 and 2 C.F.R. Part 200 (Section 2.4), in which price is one of the evaluation factors and the award is made to the Qualified Proposer whose Proposal is most advantageous to PRPA (Sections 2.3 and 8.3). Under 2 C.F.R. § 200.320(b)(2), qualifications-based selection, where price is not a selection factor, is an option available for A/E services, not a requirement. In addition, PRPA will perform a cost and price analysis before contract execution to confirm the reasonableness of the fees (Section 6.4). Compliance of the procurement is PRPA's responsibility as Subrecipient. |
| 23 | Experience and references: (a) May projects performed by team members or by key personnel at prior firms be included as comparable projects, and will more than three projects be evaluated (Exhibit E provides five rows)? (b) Will PRPA notify the proposer when the Performance Rating Questionnaire is sent to each reference, given the five-business-day response period? | ENTECH-PR, PSC | 11/4/26 | 6.2.2; 6.2.4; Exhibits E and G | 34; Exhibits E and G | (a) Comparable projects are projects in which the Proposer has performed similar services within the past ten (10) years (Section 6.2.2; Exhibit E). Projects performed by Team Members (subconsultants) identified in the Proposal may be included, clearly identifying the firm that performed them and the role it will have in this engagement. Projects performed by individuals while at prior firms shall not be listed as the Proposer's comparable projects; that experience shall be presented in the Key Personnel resumes (Section 6.3.2). A minimum of three (3) projects is required, and up to five (5) may be listed in Exhibit E.<br>(b) PRPA will not notify Proposers when the Performance Rating Questionnaire is sent. Proposers are responsible for informing their references in advance and confirming their contact information and availability to respond within five (5) business days (Exhibit G). |
| 24 | Financial capability: what "required amount" should the bank line-of-credit letter cover? Is a bank letter confirming the relationship and the line of credit acceptable without disclosing exact balances? May this information be marked confidential under Section 4.12? | ENTECH-PR, PSC | 11/4/26 | 6.2.3; 4.12 | 34; 30 | PRPA does not establish a minimum amount. The "required amount" is the amount the Proposer determines it needs to fund the services, based on its Cost Proposal and considering that payments are made after invoice approval (Section 3.6). Its adequacy will be evaluated under Section 6.2.3. As mentioned in Section 6.2.3, PRPA accepts a third-party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission, stating experience, account balances and/or availability of lines of credit with their terms and conditions, or a confirmation from the bank or financial institution of its willingness to provide a line of credit. If the Proposer will use its own cash balances, a statement signed by an authorized officer is also accepted (Section 6.2.3). A bank letter confirming the relationship and the line of credit (amount, terms and conditions) is acceptable without disclosing exact account balances. Financial information may be identified as confidential under Section 4.12, limiting the designation to the specific pages concerned. |

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| 25 | Key personnel: may one individual serve as both Design Manager and Construction Manager? Must the Design Manager be a PE licensed in Puerto Rico? Does experience as project manager on A/E design projects count toward the ten years required? Are the other positions in Exhibit D, Section 4.1, scored if included? | ENTECH-PR, PSC | 11/4/26 | 3.8.1; 3.8.2; 6.3.2; Exhibit D, Section 4.1 | 25–26; 35; Exhibit D | No. The Design Manager and the Construction Manager are separate Key Personnel positions and shall be filled by different individuals. The requirements of each position, including education and years of experience, are established in Sections 3.8.1 and 3.8.2. Deliverables that must be stamped shall comply with Act 173 of August 12, 1988, as amended, as established in Section 3.3. Exhibit D, Section 4.1, shall be completed as established in Addendum No. 1, Section B, Item 5, and Key Personnel will be evaluated per Section 6.3.2. |
| 26 | Page limits: are resumes, the organizational chart, the company profile, the financial certification, M/WBE/DBE certifications and tab dividers excluded from the 10-page and 6-page limits? In which section should the Section 7 participation narrative be included, and does it count toward a page limit? Is there a minimum font size? | ENTECH-PR, PSC | 11/4/26 | 5.1; 5.2.3; 5.2.4; 7 | 30–32; 36 | The page limits of Sections 5.2.3 (10 pages) and 5.2.4 (6 pages) exclude required forms. The following are excluded from the page limits: Exhibits C through M; the company profile and organizational chart attached to Exhibit D (Section 6.2.1); Key Personnel resumes (Section 6.3.2; Exhibit D, Section 4.1); the financial certification (Section 6.2.3); organizational documentation (Section 6.1.1); M/WBE/DBE certifications (Section 7); and tab dividers. The Section 7 participation narrative shall be included in Section 5.2.4 – Work Approach and Organization and counts toward its six (6) page limit. The RFP does not establish a minimum font size; written content shall be legible and comply with Section 5.1 (8½" x 11" pages, one-inch margins and 1.5 line spacing), and smaller fonts are permitted for charts, diagrams and spreadsheets. PRPA recommends a minimum font size of 11 points for narrative text. |
| 27 | Organizational and compliance documents: (a) Please list the documents required from a Puerto Rico professional services corporation and from each subconsultant (Certificate of Incorporation, Certificate of Good Standing, corporate resolution). (b) Must Puerto Rico government certifications (Hacienda, CRIM, ASUME, Department of Labor, State Insurance Fund, CIAPR firm registration) be submitted with the proposal or at contracting? (c) Must each subconsultant submit Exhibits H through L, and are scanned copies of notarized originals acceptable? | ENTECH-PR, PSC | 11/4/26 | 5.1; 5.3; 6.1.1; 6.1.2 | 30–33 | (a) For a Puerto Rico corporation, including a professional services corporation: Certificate of Incorporation, Certificate of Good Standing (Certificado de Existencia) issued by the Puerto Rico Department of State, and the corporate resolution evidencing the authority of the officer who signs the Proposal (Sections 5.3 and 6.1.1). Each Team Member and First-Tier Subcontractor shall provide the organizational documentation corresponding to its type of organization (Section 6.1.1).<br>(b) The following certifications are not required with the Proposal. The Proposer recommended for award shall submit them, valid and in effect, within ten (10) business days after PRPA's written request and before the Contract is awarded: Department of the Treasury (Hacienda) Income Tax Return Filing Certification and Debt Certification; CRIM Debt Certification for all concepts; ASUME Certification; Department of Labor and Human Resources Unemployment and Disability Insurance Certification and Chauffeur's Insurance (Seguro Choferil) Certification; State Insurance Fund Corporation (CFSE) Policy Certification; CIAPR certification of firm registration and of good standing of the professionals who will sign and seal documents; and the General Services Administration (ASG) Registro Único de Proveedores (RUP) eligibility certificate. Submitting these documents is a condition for award and contract execution. If the Proposer recommended for award does not submit them within the stated period, PRPA may proceed with the next-ranked Qualified Proposer.<br>(c) Exhibits H through L shall be submitted by the Proposer with the Proposal, duly completed and notarized where applicable (Section 6.1.2). Subconsultants are not required to submit them with the Proposal; PRPA will require the corresponding certifications from subconsultants before contract execution. Since submission is electronic only (Section 5.4), scanned copies of the duly executed and notarized originals are acceptable; PRPA may request the originals from the Selected Proposer before contract execution. Documents notarized outside Puerto Rico shall be authenticated with an apostille or official certificate (Section 6.1.2). |
| 28 | Proposal execution and submission: (a) Are certified digital signatures, electronic initials and a scanned corporate seal acceptable? (b) What is the maximum email attachment size; may the proposal be sent in several emails or through a secure file-transfer link; and will PRPA confirm receipt? (c) What is the required proposal validity period? | ENTECH-PR, PSC | 11/4/26 | 5.1; 5.4; 8.4 | 30–33; 38 | (a) Section 5.1 requires that documents be signed in blue or black ink, that multi-page signed documents carry the initials of the Authorized Representative at the top-right corner of every page, and that documents bear the corporate seal when applicable. Scanned copies of documents signed and initialed in ink, with the corporate seal, are acceptable. Notarized documents shall be executed before a notary.<br>(b) The RFP does not set a maximum attachment size; the Proposer is solely responsible for the timely receipt of its Proposal (Section 5.4). Proposals are accepted only by email to the address and with the subject line in Section 5.4, with the files attached; file-transfer or download links are not accepted. The Proposal may be sent in several emails, each with the required subject line and numbered (e.g., "Email 1 of 3"), and files may be compressed in a Zip file (Section 5.1). PRPA will acknowledge receipt by reply email.<br>(c) Proposals shall remain valid for one hundred twenty (120) calendar days after the Proposal Due Date (new Section 5.5, added by Addendum No. 2, Changes to the RFP). |

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| 29 | Administrative: (a) Please confirm receipt of the Bidder Registration Form (Exhibit A) submitted by ENTECH-PR, PSC. (b) Will PRPA publish the attendee list, presentation and minutes or recording of the October 21, 2026 pre-proposal meeting? | ENTECH-PR, PSC | 11/4/26 | 4.3; 4.4; Exhibit A; Addendum No. 1, Section B, Item 6 | 27–28 | (a) Due to technical issues that prevented access to the RFP Exhibits and Attachments before the Pre-Proposal Meeting, all Proposers, including those that previously submitted the form, shall include a completed and signed Bidder Registration Form (Exhibit A) with their Proposal. Submission after the Section 4.3 deadline will not prejudice any Proposer. The Exhibits and Attachments reissued under Addendum No. 1 are available on PRPA's website (Section 4.1).<br>(b) PRPA will publish on its website, with this Addendum, the attendee list and agenda for the Pre-Proposal Meeting held on October 21, 2026. No recording will be published. The meeting was informational only; the RFP and its Addenda govern. |
| 30 | Insurance: (a) Given the size of the project, will PRPA accept a Commercial Umbrella limit lower than $5,000,000? (b) Is a claims-made professional liability policy with a $1,000,000 per-claim limit acceptable? (c) Please confirm the CGL General Aggregate ($1,000,000) versus the Products-Completed Operations Aggregate ($2,000,000). (d) Is airport premises/aviation liability required for airside access? (e) Are certificates of insurance with endorsements acceptable in lieu of two certified copies of the policies? | ENTECH-PR, PSC | 11/4/26 | 3.12; Att. 2, Items 3–6 | 27; Att. 2 | (a) No. The Commercial Umbrella Liability limit shall be no less than $5,000,000 (Attachment 2, Item 4.c).<br>(b) Yes. Attachment 2, Item 6 requires limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate and contemplates claims-made policies: the retroactive date shall coincide with or precede the start of work, and a claims-made policy that is not renewed or replaced shall have a three-year extended reporting period. A claims-made policy with a $1,000,000 per-claim limit and a $1,000,000 aggregate that meets those conditions is acceptable.<br>(c) Confirmed: General Aggregate $1,000,000 and Products-Completed Operations Aggregate $2,000,000 (Attachment 2, Item 3.d).<br>(d) Attachment 2 does not require airport premises or aviation liability insurance.<br>(e) Insurance is not required with the Proposal. Before commencing work or receiving the NTP, the Selected Proposer shall submit two (2) certified copies of the required policies, including all required endorsements (Attachment 2). Certificates of insurance with the endorsements may be submitted as preliminary evidence, but do not replace the certified copies of the policies. |
| 31 | Has a preliminary or detailed construction cost estimate been prepared for the proposed project? If so, could PRPA provide the most recent estimate for reference in preparing the proposal? | 3mg, PSC | 11/4/26 | 3.2.1(5); Att. 1.1 | 12–13; Att. 1.1, pp. 2–8 | PRPA has not prepared a construction cost estimate other than the FEMA cost information included in Attachment 1.1, which is the reference for preparing the Proposal: Work to be Completed $448,524.87 (base cost $414,237.29 plus soft costs $34,287.58); Cost Estimating Format (CEF) total $1,086,301.37; and 406 HMP cost $97,142.05 (base cost $36,776.31), prepared by FEMA with RS Means (HMP estimate: RS Means 2023, Quarter 1). The Project amount after the anticipated insurance reduction of $693,700.00 is $489,743.42. Preparation of the preliminary construction cost estimate in RS Means and FEMA CEF is part of the Phase 1 services (Section 3.2.1(5)). |
| 32 | Could PRPA confirm whether this project is being administered under FEMA Public Assistance Section 406 or Section 428 procedures? | 3mg, PSC | 11/4/26 | 3.1; 3.10 | 10; 26 | The Project is processed by FEMA under standard Public Assistance procedures pursuant to Section 406 of the Stafford Act (Repair, Restoration, and Replacement of Damaged Facilities) (Section 3.1). It is not administered under Section 428 (Public Assistance Alternative Procedures). The Project also includes a Section 406 Hazard Mitigation Proposal (Attachment 1.1). |
| 33 | Could PRPA clarify whether the anticipated project scope is limited to the FEMA-approved Scope of Work, or whether PRPA intends to incorporate additional improvements or services beyond the currently approved scope? | 3mg, PSC | 11/4/26 | 3.1; 3.2.1 | 10; 11–13 | The scope is limited to the FEMA-approved Scope of Work for FEMA Project 692344, including the approved Section 406 HMP (Section 3.1 and Attachment 1.1). Adjustments resulting from the Phase 1 validation of the DDD, SOW and Method of Repair (Section 3.2.1) are processed as SOW amendments within the same Project, subject to COR3/FEMA approval (Sections 3.1 and 3.2.1). |
| 34 | Could PRPA confirm whether additional studies beyond those listed in the RFP may be required and how such services should be priced in the Cost Proposal? | 3mg, PSC | 11/4/26 | 3.2.1 Special Services; 6.4; Exhibit F – Cost Form 2 | 12–13; 35; Exhibit F | Yes. The special A/E services listed in Section 3.2.1 "include, but shall not be limited to" items 1 through 9, including "Others (as deemed required by the Selected Proposer(s))". Proposers shall price in Cost Form 2 of Exhibit F the special services they anticipate, indicating number of units, unit cost and task cost. As-Built Drawings, Environmental Studies and any other study not listed in Cost Form 2 shall be priced under "Others (specify)", each identified separately (Addendum No. 1, Section B, Item 4). Special services are compensated based on completed deliverables (Section 6.4) and will be performed only when required and authorized in writing by PRPA. If a study not included in the Proposal becomes necessary during the contract, it will be authorized in writing by PRPA and compensated at the applicable unit prices of Cost Form 2 or at a negotiated price. |

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| 35 | Would it be possible to coordinate a site visit to assess the existing conditions and obtain a better understanding of the proposed scope of work? If so, please advise on the procedures and availability for scheduling the visit. | 3mg, PSC | 11/4/26 | 4.5 | 28 | PRPA will hold a site visit for prospective Proposers on Wednesday, November 18, 2026. Each prospective Proposer may send one (1) representative. Attendees shall arrive in their own vehicle and register at the General Aviation Offices of Mercedita International Airport (PSE), Ponce, at 9:30 AM (AST), presenting a valid government-issued photo identification. The site tour will begin at 10:30 AM (AST) and will be conducted by vehicle, escorted by PRPA personnel; attendees shall comply with the airport's safety and security instructions at all times. Prospective Proposers shall confirm attendance by email to the RFP Coordinator (rpedraza@prpa.pr.gov; Section 4.6) no later than Monday, November 16, 2026, at 12:00 PM (AST), indicating the company name and the name of its representative. |
| 36 | Site Visit – we are interested in making a site visit to familiarize with the existing project conditions. Please let us know available dates to coordinate visit. | De Jesús Arquitectos, LLC | 11/4/26 | 4.5 | 28 | PRPA will hold a site visit for prospective Proposers on Wednesday, November 18, 2026. Each prospective Proposer may send one (1) representative. Attendees shall arrive in their own vehicle and register at the General Aviation Offices of Mercedita International Airport (PSE), Ponce, at 9:30 AM (AST), presenting a valid government-issued photo identification. The site tour will begin at 10:30 AM (AST) and will be conducted by vehicle, escorted by PRPA personnel; attendees shall comply with the airport's safety and security instructions at all times. Prospective Proposers shall confirm attendance by email to the RFP Coordinator (rpedraza@prpa.pr.gov; Section 4.6) no later than Monday, November 16, 2026, at 12:00 PM (AST), indicating the company name and the name of its representative. |
| 37 | Special Services includes an item described as "Project Specific Testing". Please clarify scope of work this item or if it refers to testing services determined to be required by the Proposer. | De Jesús Arquitectos, LLC | 11/4/26 | 3.2.1 Special Services (8); Exhibit F – Cost Form 2 | 12; Exhibit F | "Project Specific Testing" (Section 3.2.1, Special Services item 8; Exhibit F, Cost Form 2) refers to field or laboratory testing that the Proposer determines is required for this Project, based on its Work Approach, to validate existing conditions or support the design (e.g., testing of existing fence materials, post footings or concrete, as applicable). Soil and geotechnical investigations are priced in their own lines of Cost Form 2. Proposers shall identify each test, its unit, quantity and unit cost, and state their assumptions. Each test will be performed only when required and authorized in writing by PRPA, and will be compensated at the unit prices proposed (Section 6.4). |
| 38 | What is the defined budget for this project? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.2.1 (SOW amendments); Att. 1.1 | 10; 12–13; Att. 1.1, pp. 8–9 | PRPA will not disclose its independent cost estimate or the budget for A/E services; Proposers shall price the services based on the RFP. For the construction work, the approved FEMA cost information is in Attachment 1.1. Changes to the approved SOW or cost resulting from Phase 1 are processed as amendments subject to COR3/FEMA approval (Section 3.2.1, p. 13). See also the answer to Question 2(b). |
| 39 | Among the different segments/areas of fence identified, does PRPA have a priority order for intervention, or are all sites expected to be developed simultaneously during both design and construction? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.3.2.4; 3.3.5.7 | 10; 17; 20 | The three fence sites in Attachment 1.1 form a single Project (FEMA Project 692344) and shall be designed simultaneously, as one set of Phase 1 and Phase 2 deliverables. PRPA has not established a priority order for construction. The Selected Proposer shall propose the construction sequence in the preliminary schedule and phasing plan (Section 3.3.2.4) and in the final construction schedule with the narrative and diagrams for phasing and staging (Section 3.3.5.7), considering airport operations and the security of the perimeter during construction, for PRPA's approval. |
| 40 | May the proponent propose alternative engineering solutions, or is the scope strictly prescriptive based on the DDD provided? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.2.1(2)–(3) | 10–13 | The scope is not strictly prescriptive. During Phase 1 the Selected Proposer shall review and validate the Method of Repair and confirm and/or amend the final SOW (Section 3.2.1(2)), recommend a final restoration SOW based on site visits, detailed inspections and value engineering analysis (Section 3.2.1(3)(b)), and may recommend Hazard Mitigation Proposals under Section 406 (Section 3.2.1(3)(c)). Alternative solutions are generally eligible when the alternate repair method is more cost-effective than the original or the original method is not technically feasible (Section 3.2.1, p. 13). Any alternative shall restore the facility to its pre-disaster design, capacity and function in conformity with applicable codes and standards (Section 3.1), be supported by a written justification, and be approved by COR3 and FEMA before it is implemented; changes to the approved scope also require EHP re-evaluation (Attachment 1.1, Subgrant Conditions and EHP Conditions). Proposers may describe their approach to alternatives in the Work Approach (Section 6.3.1). |

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| 41 | What is the required scope of structural and hydrological design for this project? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.2.1; 3.2.2; Att. 1.1 – HMP; Att. 1.2 – REC | 10–14 | Structural: the design of the fence system to restore the damaged fencing at the three sites, including chain link fabric, posts, top and bottom rails, barbed wire and supports, and post footings, incorporating the approved HMP (post spacing reduced from 10 ft to 8 ft on center and post embedment increased from 2 ft to 3 ft, to resist wind and wind-borne debris), with calculations for the wind loads required by the applicable codes and standards (Sections 3.1, 3.2.1(2) and 3.3.4.2). Hydrological: a hydrologic/hydraulic study is not listed as a basic service. The sites are in SFHA Zone AE, and the DDD attributes part of the Site 1 damage to flooding from the adjacent river (Attachment 1.1). The design shall address the flood conditions and the floodplain permit requirements (EO 11988 condition in the REC; Sections 3.2.1(3)(d) and 3.2.2(2)). If the Proposer or a regulatory agency determines that a hydrologic/hydraulic analysis is required, it shall be priced under "Others (specify)" in Cost Form 2 and will only be performed if authorized in writing by PRPA. |
| 42 | Are previous studies (geotechnical, hydrologic/hydraulic, topographic, structural, environmental, archaeological) and/or as-built drawings available to the Proponents? | P&S Consultants, LLC | 10/30/26 | 3.2.1; Att. 1 | 11–12 | No. The documentation available for this RFP is included in Attachment 1: 1.1 FEMA Project Report, 1.2 Available Assessments & Reports (site map, wetlands maps and FEMA Record of Environmental Consideration, which documents the FEMA environmental and historic preservation review) and 1.3 Available Photos. Preliminary as-built drawings, surveys, soil and geotechnical investigations and any other required studies are part of the Selected Proposer's services (Section 3.2.1(4) and Special Services 1 through 9). See also the answer to Question 6. |
| 43 | If fees and stamps are initially paid by the Proponent, will they be reimbursed at 100% as reimbursable expenses in accordance with the RFP Scope? | P&S Consultants, LLC | 10/30/26 | 3.2.2(2) | 13–14 | Permit and filing fees payable to regulatory agencies will be paid by PRPA at cost (100%), without markup, upon presentation of receipts, and shall not be included in the Proposal. Other professional stamps are included in the Proposer's fees and are not reimbursable separately. See the answers to ENTECH-PR, PSC Questions 7(c) and 16(b). |
| 44 | Are there any access limitations, private easements, or rights-of-way that could affect the topographic survey, geotechnical investigations, or future construction? | P&S Consultants, LLC | 10/30/26 | 4.5; 3.2.1 | 28; 12 | The work is within the existing footprint of the fence on PRPA's airport property (Attachment 1.1, Final Scope). Access to the sites is subject to the airport's security and operating rules, coordinated through PRPA (see the answer to Question 5(b)). Per the REC, construction, staging and storage shall not be located within or adjacent to wetlands. The surveys shall include existing utility lines (Section 3.2.1, Special Services item 2). As part of Phase 1, the Selected Proposer shall also identify property lines and any easements, and shall address any condition that may affect the work. |
| 45 | If only one (1) proposal is received, will PRPA evaluate it? If the proposal complies with all requirements, may PRPA award the contract to that sole Proponent? | P&S Consultants, LLC | 10/30/26 | 4.10; 8.2; 8.5; 8.6 | 29; 37; 38; 39 | Yes. PRPA will evaluate a single Proposal under the criteria of Section 8. If the Proposal meets the requirements and the Proposer is a Qualified Proposer, PRPA may award the Contract, subject to PRPA Regulation No. 8981 (Art. XXV, Sec. 1(f) and Sec. 6; Attachment 3) and 2 C.F.R. Part 200. In that case, the procurement will be treated as noncompetitive (2 C.F.R. § 200.320(c)(5)). PRPA will perform a price analysis or, if there is no valid basis for price comparison, a cost analysis, and will negotiate profit as a separate element of the price before award (2 C.F.R. § 200.324). The PRPA Board of Directors must also determine that the costs are reasonable (Section 8.5). PRPA reserves the right to reject any or all Proposals and to cancel and reissue the RFP (Sections 4.10 and 8.6). |
| 46 | Does PRPA intend to comply with FAA guidelines on exterior fences AC10H and AC13B for Part 139 airports? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.2.1(2)–(3)(a) | 10–11 | The design shall conform to the applicable consensus-based codes, specifications and standards (Sections 3.1 and 3.2.1(2)). The Selected Proposer shall identify in Phase 1 the FAA standards applicable to the airport perimeter fence at Mercedita International Airport, including the Advisory Circulars cited (AC 150/5370-10H, Item F-162, and AC 150/5300-13B), and confirm them with PRPA. Under FEMA PA, design elements that exceed the facility's pre-disaster design are eligible only when supported by codes or standards that apply to the work and are formally adopted, implemented and uniformly applied, with the documentation required by the PAPPG (Section 3.2.1(3)(a)). See also the answer to Question 4. |
| 47 | Must the Proposal include a signed copy of all attachments within the RFP? Is the RFP itself requested to be included? | P&S Consultants, LLC | 10/30/26 | 5.1; 5.2; 6.1.2; Exhibit C | 31–33 | No. The Proposal shall include the sections listed in Section 5.2 and the Exhibits listed in Exhibit C (Proposal Checklist), completed, signed, initialed and notarized as applicable (Sections 5.1 and 6.1.2), in the order of the Checklist. Attachments 1 through 4 are reference documents and are not to be signed or submitted, and the RFP itself is not to be included. Receipt of the Addenda shall be acknowledged in Exhibit D (Acknowledgement of Addenda) and/or in the Cover Letter. |

| No. | Question | Proposer | Submission Date | RFP Section | RFP Page No. | Answer |
|---|---|---|---|---|---|---|
| 48 | What is expected for all areas with flood risk? | P&S Consultants, LLC | 10/30/26 | 3.1; 3.2.1(3)(c)–(d); Att. 1.2 – REC | 10; 12 | The REC (Attachment 1.2) places the Project in SFHA Zone AE (FIRM panels 72000C1670J and 72000C1665J, dated 11/18/2009) and within NWI-mapped wetlands. FEMA determined that floodplain and wetland avoidance is not a practicable alternative and conditioned the work as follows: obtain the required permits from OGPe or other regulators before work begins and comply with their conditions (EO 11988); and do not locate construction, staging or storage within or adjacent to wetlands (EO 11990). In Phase 1, the Selected Proposer shall identify and plan these EHP requirements and the required permits (Section 3.2.1(3)(d)), and may recommend Hazard Mitigation Proposals that reduce future flood damage, with their cost estimates and, where required, a Benefit-Cost Analysis (Section 3.2.1(3)(c)). The design shall comply with the applicable floodplain regulations and permit conditions (Section 3.2.2(2)). |

PORTS AUTHORITY
GOVERNMENT OF PUERTO RICO

**ADDENDUM NO. 2**
**ATTACHMENT**

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

# LIST OF ATTENDEES - PRE-PROPOSAL MEETING

# & PRE-PROPOSAL MEETING AGENDA

PORTS AUTHORITY
GOVERNMENT OF PUERTO RICO

**Request for Proposals**
**Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**Puerto Rico Ports Authority (PRPA)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

**Attendance List**
**Pre-Proposal Meeting (Virtual Meeting)**
**October 21, 2026, at 10:00 am (AST)**

| | Name | Company | Email |
|---|---|---|---|
| 1 | Fernando Rojas | Interdesign Architects | fer.rojastoro@interdesign-arch.com |
| 2 | Jonnattan Martínez | ENTECH-PR, PSC | jmartinez@entechpr.com |
| 3 | Administración | ENTECH-PR, PSC | admin@entechpr.com |
| 4 | Fernando De Jesús López | De Jesús Arquitectos | office@dejesusarquitectos.com |
| 5 | Denys O. Arriaga | 3MG, PSC | darriaga@3mg-pr.com |
| 6 | Fernando Licea | JGMA | fernando@jgma.com |
| 7 | Juan Andrés Barragán Martínez | Barragán + Ferrer Arquitectos | jbarragan@bf-architects.com |
| 8 | Romarie González | Lord Engineering Services | rgonzalez@lordcg.com |
| 9 | Ramfis Morales | WSP | ramfis.morales@wsp.com |
| 10 | Enrique Lucca Santana | Tetra Tech | e.luccasantana@tetratech.com |
| 11 | Administración | P&S Consultants | admin@psconsultantspr.com |
| 12 | Ricardo Rosado | Horacio Díaz & Associates PSC | rrosadorolon@gmail.com |
| 13 | Nombre no indicado | Barragán + Ferrer Arquitectos | vferer@bf-architects.com |
| 14 | Nombre no indicado | Barragán + Ferrer Arquitectos | jsantos@bf-architects.com |
| 15 | Ileana Ramos | Miyamoto International | iramos@miyamotointernational.com |
| 16 | Gustavo Acosta | JGMA | gustavo@jgma.com |
| 17 | Nombre no indicado | TCMG | isoto@tcmg.pro |
| 18 | Romel Pedraza | Autoridad de los Puertos | rpedraza@prpa.pr.gov |

PORTS AUTHORITY
GOVERNMENT OF PUERTO RICO

**Puerto Rico Ports Authority (PRPA)**
**Request for Proposals – Architecture and Engineering (A/E) Services**
**Recovery Project – Mercedita International Airport (PSE) Fence – Ponce**
**FEMA Public Assistance Program – DR-4671-PR (Hurricane Fiona)**
**RFP PRPA-FEMA-PA-DR-4671-2026-001**

# PRE-PROPOSAL MEETING AGENDA

October 21, 2026 · 10:00 AM AST · Virtual meeting (Microsoft Teams)

## MEETING INFORMATION

The Pre-Proposal Meeting walks proposers through the RFP package in document order; each agenda item points to the section to open, and the discussion stays in the RFP's own words.

| Item | Detail |
|---|---|
| Solicitation | RFP PRPA-FEMA-PA-DR-4671-2026-001 – Architecture and Engineering (A/E) Services for Recovery Project(s) under the FEMA Public Assistance Program, DR-4671-PR (Hurricane Fiona) |
| Project | FEMA Project 692344 – Mercedita International Airport (PSE) Fence – Ponce |
| Date and time | October 21, 2026, 10:00 AM AST (RFP Section 4.3) |
| Format | Virtual meeting, Microsoft Teams (link in RFP Section 4.4) |
| Host | Puerto Rico Ports Authority (PRPA) |
| RFP contact | rpedraza@prpa.pr.gov (RFP Section 4.6) |
| Documents to have open | RFP (reissued with Addendum No. 1), Addendum No. 1, Exhibits A–M, Attachments 1–4, all downloaded from http://www.prpa.pr.gov/ (RFP Section 4.1–4.2) |

### Ground rules

- Statements made in this meeting do not modify the RFP. Changes and answers are issued in writing, by Addendum (RFP Section 4.2, Section 4.8).
- Questions go in writing on Exhibit B to rpedraza@prpa.pr.gov by November 4, 2026, 5:00 PM AST (RFP Section 4.3, Section 4.8).
- Verbal communications about the RFP's contents with PRPA employees or contractors are prohibited during the blackout period (RFP Section 4.7).

## AGENDA

| # | Time (AST) | Agenda item | Open in the package |
|---|---|---|---|
| 1 | 10:00 – 10:05 | Welcome, introductions and meeting ground rules | RFP Section 4.4, Section 4.6, Section 4.7, Section 4.8 |
| 2 | 10:05 – 10:12 | Addendum No. 1 and the reissued package | Addendum No. 1, Sections A, B and C · RFP Section 4.1, Section 4.2 · Exhibit D Section 5.1 (Acknowledgement of Addenda) |
| 3 | 10:12 – 10:17 | RFP timeline and key dates | RFP Section 4.3 · Addendum No. 1, Section B Item 6 and Section C Item 4 · Exhibit A |
| 4 | 10:17 – 10:22 | Definitions, background, purpose, procurement and award, procurement standards | RFP Section 1 · Section 2.1 – Section 2.4 · Attachment 3 |

| # | Time (AST) | Agenda item | Open in the package |
|---|---|---|---|
| 5 | 10:22 – 10:32 | Project description and FEMA-approved scope of work | RFP Section 3.1 · Attachment 1 (1.1 FEMA Project Report, 1.2 Available Assessments & Reports, 1.3 Available Photos) · Addendum No. 1, Section B Item 8 |
| 6 | 10:32 – 10:44 | Services by phase: Phase 1 Preliminary Engineering, Phase 2 Final Design, Phase 3 Services during Construction | RFP Section 3.2, Section 3.2.1, Section 3.2.2, Section 3.2.3 · Addendum No. 1, Section C Items 1 and 3 |
| 7 | 10:44 – 10:52 | Deliverables, reporting requirements and delivery schedule | RFP Section 3.3.1 – Section 3.3.7 · Section 3.4 · Addendum No. 1, Section C Items 2 and 3 |
| 8 | 10:52 – 10:59 | Contract term, payment, penalties and liquidated damages, key personnel, teaming, FEMA PA requirements, federal and state clauses, insurance | RFP Section 3.5 – Section 3.12 · Attachment 2 · Attachment 4 · Addendum No. 1, Section B Item 2 |
| 9 | 10:59 – 11:04 | RFP instructions: site visits, communications, inquiries, representations, rejection and cancellation, ownership and confidentiality | RFP Section 4.5 – Section 4.12 · Exhibit B · Addendum No. 1, Section C Item 5 |
| 10 | 11:04 – 11:10 | General proposal requirements: format, sections and page limits, execution, electronic submission | RFP Section 5.1 – Section 5.4 · Exhibit C · Addendum No. 1, Section B Item 3 and Section C Item 6 |
| 11 | 11:10 – 11:18 | Technical and cost proposal requirements and preference points | RFP Section 6.1 – Section 6.4 · Section 7 · Exhibits D, E, F, G, H – L · Addendum No. 1, Section B Items 4 and 5, Section C Items 7 and 8 |
| 12 | 11:18 – 11:23 | Evaluation, scoring, negotiations, selection and award, reconsideration and judicial review | RFP Section 8.1 – Section 8.6 · Section 9.1 – Section 9.2 · Attachment 3 · Addendum No. 1, Section C Items 1 and 7 |
| 13 | 11:23 – 11:27 | Exhibits A through M: what is submitted, when and how | RFP Exhibits list · Exhibit C · Addendum No. 1, Section B Item 1 (table) |
| 14 | 11:27 – 11:30 | Next steps and closing | RFP Section 4.3 · Section 4.5 · Section 4.8 · Exhibit B |

## PACKAGE MAP

The reissued package has four parts: the RFP, Addendum No. 1, four Attachments and thirteen Exhibits. This table shows which agenda item covers each document.

| Document | Content | Agenda item |
|---|---|---|
| RFP Section 1 – Section 2 | Definitions and acronyms; background, purpose and intent, procurement and award, procurement standards | 4 |
| RFP Section 3 | Scope of services, deliverables, delivery schedule, contract terms | 5 – 8 |
| RFP Section 4 | RFP instructions and timeline | 1, 3, 9 |
| RFP Section 5 | General proposal requirements | 10 |
| RFP Section 6 – Section 7 | Technical and cost proposal requirements; preference points | 11 |

| Document | Content | Agenda item |
|---|---|---|
| RFP Section 8 – Section 9 | Evaluation and selection; reconsideration and judicial review | 12 |
| Addendum No. 1 | Section A General; Section B Exhibits and Attachments (Items 1 – 8); Section C Clarifications to the RFP (Items 1 – 8) | 2, and wherever cited |
| Attachment 1 | Project's Scope of Work (SOW) Documentation: 1.1 FEMA Project Report, 1.2 Available Assessments & Reports, 1.3 Available Photos | 5 |
| Attachment 2 | Insurance Requirements | 8 |
| Attachment 3 | PRPA Procurement Regulation No. 8981 | 4, 12 |
| Attachment 4 | General Provisions and Clauses Under Federal and State Laws | 8 |
| Exhibit A | Bidder Registration Form | 3, 13 |
| Exhibit B | Form for Submission of Questions and Requests for Clarifications | 9, 14 |
| Exhibit C | Proposal Checklist | 10, 13 |
| Exhibit D | Statement of Qualifications | 2, 11 |
| Exhibit E | List of Comparable Projects | 11 |
| Exhibit F | Cost Form | 11 |
| Exhibit G | Reference Information | 11 |
| Exhibits H – L | Non-Conflict of Interest Certification; Non-Conflict of Interest on Existing or Pending Contracts Certification; Limited Denial of Participation Affidavit; Non-Collusive Affidavit; Sworn Statement Under Act 2-2018 | 11, 13 |
| Exhibit M | Anti-Lobbying Certification | 13 |