



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

REQUEST FOR PROPOSALS

**FOR THE LEASING, DEVELOPMENT, CONSTRUCTION, OPERATION,
MARKETING, AND MAINTENANCE OF A SPACEPORT AT JOSE
APONTE DE LA TORRE (JAT) AIRPORT, CEIBA, PUERTO RICO**

Issued Date: February 22, 2023

Submission Deadline: May 22, 2023, at 4:30 p.m. AST

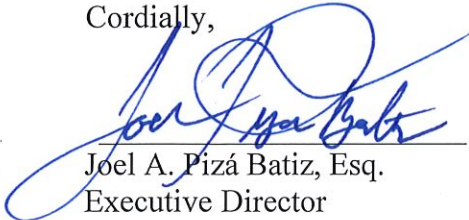
Issued by the Puerto Rico Ports Authority (PRPA)

**REQUEST FOR PROPOSALS FOR THE LEASING, DEVELOPMENT,
CONSTRUCTION, OPERATIONS, MARKETING AND MAINTENANCE OF A
SPACEPORT AT JOSÉ APONTE DE LA TORRE (JAT) AIRPORT, CEIBA, PUERTO
RICO**

The Puerto Rico Ports Authority, in accordance with the faculties granted by Act No.125 of May 7, 1942, as amended, and Regulation Number 8981 for Bids and Request of Proposals, is seeking Proposals from highly qualified developers and operators for the leasing, development, construction, operations, marketing and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba, Puerto Rico. The complete RFP documents can be downloaded at <http://www.prrpa.pr.gov/>.

Proponents interested in providing the requested services shall submit one USB Pen or Flash Drive with an electronic PDF file and three (3) hard copies of their Proposal in accordance with the instructions included on this Request for Proposals (RFP), **no later than May 22, 2023, at 4:30 PM (AST)**.

Cordially,



Joel A. Pizá Batiz, Esq.
Executive Director

1 INTRODUCTION

The Puerto Rico Ports Authority (the “Authority” or “PRPA”), a public corporation and governmental instrumentality of the Government of Puerto Rico (“Government”) is issuing this Request for Proposals (as the same may be from time to time amended, modified or canceled, the “RFP”) to obtain comprehensive proposals (“Proposals”) from highly qualified developers and operators (“Proponents”) for the leasing, development, construction, operations, marketing, and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba, Puerto Rico.

Prospective Proponents should review the following documents, which are available for download on the Authority’s website at <http://www.prpa.pr.gov/AVISOS>.

- a) The Puerto Rico Ports Authority Act, Act Number 125 of May 7, 1942, as amended;
- b) The Puerto Rico Ports Authority Regulation for Request for Auctions and Request for Proposal, Regulation Number 8981, dated July 7, 2017, as amended; and
- c) The Professional Service Act, Act Number 237 of August 31, 2004, as amended.

In addition, the Government’s Financial Information and Operating Data Report is accessible at <http://www.aafaf.pr.gov/>.

1.1 Definitions

- **Addenda**- refers to a written or graphic document issued by the Authority before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
- **Authority**- refers to the Puerto Rico Ports Authority.
- **Bid Appeals Board**- refers to the administrative body in charge of resolving any dispute arising from the process whereby a Proponent / Bidder disputes the award of an Auction/ RFP.
- **Bid Bond**- refer to Section 4.7 of this RFP.
- **Conceptual Plan**- refers to the plan to be submitted by the Proposer, illustrating how the project would be configured in accordance with Section 5.1 of the RFP.
- **Designated Contact Person**- means the person designated for Proponents to limit their contacts with the Authority regarding the project and the RFP, and to proceed only through this person, via the designated e-mail or mailing address.
- **Eligible Proponents**- refers to those Registered Proponents who, at the Authority's sole discretion, have demonstrated their eligibility, according to Section 4.10.
- **Evaluation Committee**- refers to the body designated by the Executive Director to receive, process, analyze, evaluate, and recommend RFP processes initiated in connection with the contracting of professional services, the establishment of concessions and leasing of Authority property, or rental of equipment or services. The Committee shall be composed of at least five (5) members, which shall include: one (1) representative of the petitioning

area; one (1) representative of the organizational component affected by what is requested in the proposals; one (1) representative of the Assistant Executive Director for Economic Development; one (1) representative of the Executive Director; and one (1) representative of the Office of the General Counsel.

- **FEMA**- refers to the Federal Emergency Management Agency.
- **Government**- refers to the Government of Puerto Rico.
- **Performance Bond**- refer to Section 4.8 of this RFP
- **Preferred Proponent**- means a responsive and responsible Proponent whose Proposal meets the requirements of this RFP, was awarded the highest score, and will be selected to negotiate a potential contract with the Authority.
- **Project**- refers to the leasing, development, construction, operations, marketing and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba.
- **Proponents**-means a(n) (i) legal person, (ii) joint venture, or (iii) partnership, or (iv) consortium of partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred
- **Proposal Validity Period**- refer to Section 6.3 of this RFP.
- **Proposals**- refers to the response(s) submitted by Proponent(s) for this RFP.
- **Registered Proponent**- refers to the Proponent that completed and submitted the attached registration form (**Exhibit B**) to the Authority. Only Potential Proponents who have registered with the Authority will be eligible to participate in the RFP.
- **Regulation**- refers to PRPA's Regulation No. 8981.
- **RFP**- refers to the Request for Proposal and Addenda issued by the Authority.
- **Site**- José Aponte de la Torre Airport, Ceiba, Puerto Rico (JAT).

2 RFP BACKGROUND

2.1 Jose Aponte de la Torre Airport, Ceiba, Puerto Rico (JAT)

The closure of the Naval Station Roosevelt Roads (NSRR) by the US Navy in 2004 created economic hardship for the local communities. In 2008, the US Navy began the Public Benefit Conveyance process of certain facilities that ended with PRPA controlling the JAT Airport. JAT is a public use airport located 2.3 mi (3.7 km) from Ceiba, a coastal town in Puerto Rico. It is included in the National Plan of Integrated Airport Systems and categorized as a general aviation airport. The airport currently offers scheduled passenger service via three commercial airlines to the islands of Vieques and Culebra, Puerto Rico.

The airport covers an area of 1,646 acres (666 ha) at an elevation of 38 ft (12 m) above mean sea level. It has one operating runway designated 7/25 with asphalt and concrete surface measuring 11,000 ft × 150 ft (3,353 m × 46 m). There is also a closed runway designated 18/36 which measures 5,800 ft × 100 ft (1,768 m × 30 m)

The geographic location and configuration of JAT as a commercial launch site offers a significant range of safe launch inclinations from polar and sun synchronous orbit to equatorial orbits for launch vehicle types that take off and land horizontally. The FAA Office of Commercial Space Transportation requirements established the following licenses:

- Licensing a spaceport under CFR Part 420
- Licensing a space launch under CFR Part 450

The PRPA wishes to select a Spaceport operator to achieve the following public policy goals:

- *Sustainable job creation and economic redevelopment* for the region focused on space-related activities and international cargo hub ecosystems; and
- *Sustainable design principles* which encourage smart growth and best practices for airport redevelopment that will reduce environmental impacts, realize economic benefits, and improve community relations.

2.2 Fiscal Matters

In June 2015, the Government created a working group tasked with analyzing the fiscal and economic situation of Puerto Rico. After a series of studies and analyses, this working group estimated Puerto Rico's consolidated budget and financing gap (including required pension payments and debt service on tax-supported debt) to be approximately \$59 billion between fiscal years 2017 and 2026.

The Government's balance sheet deterioration, coupled with continued structural budget imbalances, and a lack of continuity and execution capacity in fiscal and economic plans led to the loss of capital markets access in 2015, limited the Government's ability to make necessary infrastructure maintenance and improvements investments, and meet scheduled debt service payments. Governor Ricardo A. Rosselló took office on January 2, 2017, and delivered a ten (10) year fiscal plan that as a central tenet seeks to attract private investment and spur Puerto Rico's economic development. The current Administration of Governor Pedro R. Pierluisi continues with a public policy consistent with attracting private investment to strengthen and further develop Puerto Rico's economy.

2.3 Hurricanes and Recovery Efforts

Two devastating hurricanes, Irma, and Maria struck Puerto Rico in 2017. They left much of the infrastructure in Puerto Rico damaged or unusable. The National Oceanic and Atmospheric Administration's Office for Coastal Management approximated that Hurricane Irma and Maria caused damages of roughly \$50 billion to \$90 billion, respectively.

As Puerto Rico moves forward, it sees the recovery effort as not just an opportunity to rebuild what was damaged, but to use recovery investments to transform Puerto Rico by implementing solutions that: (i) are cost-effective and forward-looking; (ii) harness innovative thinking and best practices from around the world; and (iii) contribute to greater economic development, revitalization, and growth (in alignment with broader Government efforts to achieve fiscal and economic stability) as well as enhanced human capital.

Puerto Rico will move forward in its economic and disaster recovery by investing in infrastructure, people, and the environment. Federal funds from the Federal Emergency Management Agency ("FEMA") will go some of the ways to achieving this vision. But to fully deliver upon all of the economic, infrastructure, and societal goals identified by the Government, private sector creativity and resources will need to be harnessed. Hence the Authority is

exploring the development of the Project as a means to achieve these goals sooner than would be possible with public financing and management.

2.4 The Puerto Rico Ports Authority

The Authority was created pursuant to Act Number 125 of May 7, 1942, as amended, known as the “Puerto Rico Ports Authority Act” (the “Act”). The Act establishes that the Authority is a public corporation and governmental instrumentality of the Government of Puerto Rico governed by a Board of Directors.

The Authority was created with the purpose to develop, improve, own, operate, and manage any and all types of air and/or maritime transportation facilities and services, as well as establishing and managing systems of mass marine transportation by itself, or in coordination with other governmental, corporate or municipal entities, to and from the Government, to provide the most economic method, the benefits of the same, and encourage thereby, the general welfare of the citizens of Puerto Rico in order to increase trade and prosperity.

The Act grants the Authority all rights and powers that are necessary or desirable to give effect to the above-referenced purpose. The Authority is legally entitled to issue this RFP pursuant to the Act and Regulation Number 8981, as amended, dated July 7, 2017 (the “Regulation”).

3 PROJECT DESCRIPTION AND SCOPE OF WORK

3.1 The Site

Exhibit A displays an overview of the BQN Area.

3.2 Scope of the Project

The Scope of the Project involves the leasing, development, construction, operation, marketing and maintenance of a spaceport facility for horizontal launches in JAT, Ceiba, Puerto Rico. While the government of Puerto Rico pursues a Launch Site OperatoLicense Application (LSOL); the Environmental Assessment Proces (EA); and an update of the Airport Layout Plan (ALP), pursuant to the Federal Aviation Administration (FAA) regulations, PRPA wants to procure and select in advance a Spaceport operator for the following purposes:

1. Engage in energetic, effective, and diligent marketing, public relations, and industry outreach initiatives, with the purpose to achieve contracts and tangible business relations with launch services providers, and space-related commercial activities and creating a space economic ecosystem in JAT.
2. Design and build all the infrastructure needed for horizontal launches in JAT, using private capital, equity, and investment.

3. Operate the Spaceport for several years (subject to negotiation) and to provide maintenance to all the Spaceport facilities and assets. The envisioned financial model is a concession contract, and not an operation and maintenance (O&M) contract.
4. Vertical launches in Puerto Rico are challenging, considering the population density, among others. However, we want to do a feasibility study for vertical launches in Puerto Rico, with an emphasis on the use of barges and launches in high seas.
5. Develop a business plan for the integration of biosciences and biomanufacturing in the Spaceport in Ceiba, with an emphasis on reentry and retrieval operations of highly sophisticated cargo.

The creation of joint ventures is highly recommended for the participation of this RFP, considering the extent and amplitude of the scope of this RFP.

LEASING, DEVELOPMENT, CONSTRUCTION, OPERATION, MARKETING, AND MAINTENANCE

4 GENERAL RFP PROCESS

4.1 Contact Person

The Designated Contact Person for the RFP is:

Romel Pedraza, P.E.
Assistant Executive Director for
Planning, Engineering, and Construction
Puerto Rico Ports Authority

E-mails : rpedraza@prpa.pr.gov, with copy to rfpspaceportceiba@prpa.pr.gov

Proponents are to limit their contact with the Authority regarding the Project and to proceed only through the Designated Contact Person via the designated email or postal addresses, except as provided in Section 4.4 of the RFP regarding site visits to be coordinated. Please do not contact any other officials, advisors, or related parties of the Authority via any means other than as provided hereunder. **Such contact may serve as grounds for disqualification.**

4.2 Registration

Only Potential Proponents that are registered with the Authority will be permitted to participate in the RFP (“Registered Proponent”). Please note that by registering to participate in this RFP, each Registered Proponent agrees to and shall be bound by all the terms and conditions of this RFP. To be considered a Registered Proponent, the Proponent must complete and file with the Authority the registration form attached hereto as **Exhibit B (“Registration Form”)**. Registered

Proponents will also be permitted to direct to the Authority questions or requests for clarification regarding the RFP. Non-Registered Proponents will not be permitted to participate in this RFP.

4.3 Schedule of RFP Process

The attached **Exhibit D** provides the preliminary Schedule of the RFP process. Please note that this Schedule is subject to changes, including, but not limited to, extending the deadline when the Authority may receive Proposals, as per Section 8.11(viii) of this RFP.

4.4 Site Visits

Prospective Proponents shall coordinate with the Authority to visit the Project site, investigate, examine, and become fully familiar with the conditions of the Project. Site visits shall be coordinated with the PRPA and under no circumstances shall prospective Proponents be allowed to visit the facilities without the express written consent and authorization of the Authority. The coordination of these visits will be coordinated through Mr. Romel Pedraza through the following e-mail address: rpedraza@prpa.pr.gov, with a copy to rfpspaceportceiba@prpa.pr.gov according to the Schedule set forth in **Exhibit D**.

Failure or omission of any Proponent to receive or examine the RFP documentation or to visit the Project site and become familiar with the conditions therein shall not relieve it of its obligations with respect to its Proposal or the Contract. No additional awards will be made for lack of familiarity with such conditions. Submission of a Proposal shall be considered prima facie evidence of compliance with this section.

4.5 Addenda

Addenda issued by the Authority are the only means of amending, clarifying, interpreting, or correcting this RFP. Once addenda are made available, no further need to reissue or restate the RFP will be required. Amendments, deletions or additions, clarifications, interpretations, or corrections to this RFP made in any manner other than addenda will not be binding upon any party.

Any addenda to the RFP will be posted on the Authority's website at www.prpa.pr.gov/AVISOS. In such case, the Authority intends to send an email to the identified contact for each Registered Proponent notifying them that a new addendum has been issued. However, Proponents are responsible for periodically reviewing the Authority's website and appraising each document therein. The Authority assumes no obligation for notifying Proponents of document uploads to the website. Proponents are fully responsible for ensuring that the identified contact information provided for communications under this RFP will be valid, current, and functional throughout the process. The Authority shall not be responsible for any delay or failure in communications with Proponents due to malfunctions, technological or otherwise, or incorrect contact information provided to the Authority.

4.6 Requests for Clarification

Any questions, requests for clarification, and general information requests must be sent by e-mail to the Designated Contact Person at rpedraza@prpa.pr.gov, with a copy to rfpspaceportceiba@prpa.pr.gov, in accordance with the deadlines set forth in **Exhibit D**, and **Exhibit E** format, respectively, no telephone inquiries will be accepted. The Authority will compile a summary of all questions submitted, and all responses, and send one consolidated response document to all Registered Proponents. The Authority reserves, at its sole discretion, the right to respond or not to any such questions or request for clarification, or general information request. Such information will be posted on the Authority website at www.prpa.pr.gov/AVISOS on a rolling basis. Only written responses posted on the website will be considered official responses.

4.7 Bid Bond or Other Form of Security from the Preferred Proponent

As security for the selected Registered Proponent's good faith negotiation of an agreement with the Authority pursuant to its Proposal, once the Registered Proponent has been selected ("Preferred Proponent"), it must furnish a bid bond from a corporate surety licensed to do business in Puerto Rico in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) in favor of the Authority. The Preferred Proponent must deliver the bid bond within ten (10) days of being notified by the Authority of its selection. The condition of the bid bond shall be that the Preferred Proponent shall not withdraw its Proposal and shall execute a contract with the Authority, if so offered and negotiated in good faith. The Preferred Proponent shall be released from the bid bond once the contract with the Authority has been signed or the Authority and Preferred Proponent have not signed a definitive agreement, notwithstanding good faith efforts to negotiate and execute the same, on or before the date set forth in **Exhibit D**.

If the Preferred Proponent withdraws the Proposal, fails to negotiate in good faith with the Authority, or if after the Authority and the Preferred Proponent agree on terms of a contract but the Preferred Proponent fails to sign a contract, the amount of the bid bond will be automatically forfeited and retained by the Authority as liquidated damages, after providing written notice to the Preferred Proponent. The Authority reserves the right to terminate negotiations at any time, with or without cause, and return the bid bond to the Preferred Proponent.

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

4.8 Security Payment and Performance

Each Proposal must be accompanied by a letter of intent from a surety company licensed to do business in Puerto Rico, which letter shall state that, if awarded the contract, the Registered Proponent will be able to secure the required Payment and Performance Bonds in the full amount of the total project cost.

4.9 Tours of the Site

Registered Proponents may tour the Site by appointment only to be coordinated with the Authority on or before the period set forth in **Exhibit D**. Any questions arising from such tour must be submitted in writing by the Registered Proponents to the Authority. Any such questions and the answers by the Authority to any such questions shall be made available to the other Registered Proponents by the Authority. Appointments must be scheduled with at least three (3) days prior notice.

4.10 Eligibility of Proponents (Minimum Requirements)

Registered Proponents must demonstrate their eligibility for the Project, and as a minimum requirement must demonstrate or submit the following:

1. Demonstrate **professional and technical expertise** in the temperature-controlled warehousing industry, according to Section 5.2(iii)(A).
2. Demonstrate **economic and financial ability** to undertake the Project, according to Section 5.2(iii)(A).
3. Furnish the following documents and certifications, as applicable, in compliance with state regulations:
 - a) Articles of incorporation, certificate of formation, partnership agreement, or other formation documents.
 - b) By-laws, operating or joint venture agreements, or any other governing documents.
 - c) Certificate of Good Standing, Puerto Rico Department of State.
 - d) Resolution of the Board of Directors or governing organization, as the case may be, authorizing participation in the RFP process.
 - e) Last Five (5) Years of Income Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department certification
 - f) Debt Certificate issued by the Internal Revenue Area of the Puerto Rico Treasury Department or evidence of a complying payment plan.
 - g) Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department.
 - h) Tax Return Submission Certificate issued by the Center for the Collection of Municipal Income.
 - i) Debt Certificate for all concepts, issued by the Center for the Collection of Municipal Income or evidence of a complying payment plan.
 - j) Debt Certificates issued by the Puerto Rico Labor Department for Unemployment Insurance, Temporary Non-occupational Disability Taxes, and Chauffeurs Insurance, or evidence of a complying payment plan.
 - k) In-effect policy certificate from the State Insurance Fund Corporation (CFSE).
 - l) Debt Certificate from the State Insurance Fund Corporation.
 - m) Debt Certificate from Administration of Child Support Enforcement (ASUME).
 - n) Sworn Statement Under Act 2-2018, duly completed and notarized.

4. In addition, submit the following certifications, in compliance with federal regulations.
 - a) Limited Denial/ Debarment Affidavit (**Exhibit F**)
 - b) Non-Collusion Affidavit (**Exhibit G**)
 - c) Lobbying Certification (**Exhibit I**)
 - d) MBE/ WBE Efforts Certification (**Exhibit J**)

The Authority will only consider those Proposals from Registered Proponents who, at the Authority's sole discretion, have demonstrated their eligibility (hereinafter "Eligible Proponents"). The determination by the Authority that a Proponent is an Eligible Proponent should not be construed or interpreted by any Proponent as having been awarded with or favored to be awarded the RPF, but rather as a threshold screening process by the Authority to ensure that the Authority only receives, analyzes, and entertains Proposals from Registered Proponents that meet at least the minimum requirements to participate in this RFP.

It is an essential condition to participate in this RFP and each Proponent by registering to participate in this RFP covenants and agrees with the Authority that the Authority and its advisors are not responsible for any costs, expenses or damages incurred by Proponents, subcontractors, or other interested parties in connection with the RFP process, including but not limited to, the costs associated directly or indirectly with the preparation of Proposals, the participation in any meeting or any other activities directly or indirectly associated with this RFP. All such costs, expenses, and damages are the sole responsibility of each Proponent.

5. PROPOSAL CONTENTS AND FORMAT REQUIREMENTS

5.1 Contents

Registered Proponents are to present written and comprehensive proposals for the leasing, development, construction, operations, marketing, and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba, Puerto Rico. The Proposals should include at least the following:

1. Narrative on the Registered Proponent's background and experience in the temperature-controlled warehousing industry.
2. All funding sources intended to defray the undertaking of the Project.
3. A Conceptual Plan (phased if applicable) illustrating how the Project would be configured.
4. The Conceptual Plan should show the landside facilities and structures, which would be necessary to support the Project, and the area necessary for the physical layout of the conceptual plan, including any proposed new construction and/or development.
5. Conceptual Plan shall include:
 - a. Description of landside improvements required.

- b. Total investment proposed by Proponent and proposed financing plan to fund the improvements noted in its Proposal, including any contingencies associated with a said financing plan.
- c. Identification of any special terms or conditions that would be expected from the Authority.
- d. Timeline for completion of proposed Project, including development and commencement of operations.
- e. Proposed agreement terms. Currently, the Authority generally envisions that the Project will be structured as a (i) *triple net lease agreement* on an “as-is, where is and with all faults basis”, with annual payments in advance of rent for the Site, rental escalator, assignment and change of control only permitted with the Authority’s consent, provisions typically included in leases with a governmental entity, it will be subject to the rules and regulations issued by the Authority with respect to its airports facilities, title to any improvements, at the Authority’s options, to pass to the Authority at the end of the term, without any payment to the tenant, adequate assurances to the Authority of the future performance of its obligations under the lease agreement, in the form of guaranties and/or any other credit support; or (ii) a *triple net concession agreement* on “as-is, where is and with all faults basis”, with annual payments in advance of fees for the Site, fees escalator, assignment and change of control only permitted with the Authority’s consent, provisions typically included in concession agreements with a governmental entity, it will be subject to the rules and regulations issued by the Authority with respect to its airports facilities, title to any improvements, at the Authority’s options, to pass to the Authority at the end of the term, without any payment to the beneficiary of the concession, adequate assurances to the Authority of the future performance of its obligations under the concession agreement, in the form of guaranties and/or any other credit support. Both type of agreements will provide that the tenant and/or beneficiary of the concession must charge, collect and remit to the Authority all the applicable tariffs, charges and/or fees that from time to time the Authority may impose on the activities carried out at the Project.
- f. Please note that the Authority at this juncture does not necessarily favor nor it is inclined to (A) lease and concession terms in excess of 20 years; and/or (B) provide any financing, credit enhancement, guaranty, and/or equity contribution by the Authority or any other entity any and/or all of the items set forth in items (A) and/or (B) of this subparagraph of the Government. Notwithstanding the foregoing, the Authority may consider a change in its current position and negotiating and extending 5(f) in the event that the Registered Proponents offer to the Authority in consideration of negotiating and/or extending the same, matching economic concessions in favor of the Authority, that may include, but are not limited to, additional capital investment to justify the extended term of the lease and/or concession, increase in rental rates and/or profit sharing with the Authority, incentives to the clients and customers of the Project to engage in touristic activities in Puerto Rico, incentives for the use of the Project as a Home Port by its clients and customers, among others. Any determination of the Authority to change its current position shall be at its sole and absolute discretion

and will take into account the best interests of the Government and any other factors that the Authority deems necessary or convenient to ensure that any such decision is a sound public policy determination.

6. Provide a brief description of the market potential and the number of vessels anticipated on an annual basis.
7. Provide an estimated number of operator jobs and payroll to be created during the term of the agreement, with a yearly breakdown.
8. Provide a description of the envisioned use and the scope of participation of the local labor force and local companies in the undertaking and operation of the Project.
9. Provide how the Proposal complies with the current zoning, licensing, and permitting required for the Project.
10. The Proposal must demonstrate sufficient financial resources of the Registered Proponent to meet all requirements outlined in this RFP. The Proposal shall include a representation by a surety licensed to do business in Puerto Rico and acceptable to the Authority that the Registered Proponent has sufficient bonding capacity to meet payment and performance bond requirements specified in the RFP and that it will issue such bonds if the Registered Proponent is selected.

5.2 Format

To ensure consistency, Proposals must conform to the following format:

i. Cover Letter

Provide a cover letter describing the Proponent's interest and commitment to developing a full Proposal for the leasing, development, construction, operations, marketing, and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba, Puerto Rico, as requested in this RFP, and which includes a certification that the information submitted and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Proponent and Team Member(s). Clearly identify the Proponent's designated official representative for the engagement, including the following information:

- a. Name of Proponents' official representative
- b. Title
- c. Name of company
- d. Address
- e. Telephone number
- f. Fax number
- g. E-mail address of the Proponents' representative
(If there are multiple offices of the Proponent, indicate which one will be primarily responsible for the contract. Indicate which other offices are also involved.)

The cover letter shall also include the full, legal names of all subcontractors or Team Members involved in the Proponent's Proposal.

ii. Table of Contents

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

iii. Sections

- A. Experience and Financial Capacity of Entity and Qualifications of Personnel
- B. Proposal
- C. Revenue
- D. Credit References
- E. Operational References
- F. Financial Statements
- G. Physical Requirements
- H. Special Conditions or Considerations

The following is what is necessary to be included in each of the above sections:

A. Experience and Qualifications of Personnel / Financial Capacity of Entity

It is necessary that the Proponent demonstrates the technical expertise and experience in the temperature-controlled warehousing industry, and any other type of retail/service operations being proposed and how the entity will maintain a high standard of appearance and operation. Include a current list of names and qualifications of officers and key personnel of the corporation or entity.

Likewise, this section should contain an introduction and the background of the entity and/or its controlling entities, demonstrated financial status (including gross annual sales for the current year and net earnings or loss for the most current year), and the ability to finance the undertaking of the Project, by providing the following documents to the Authority for evaluation:

- a) Original of three (3) commercial recommendation letters, including one (1) from a banking institution.
- b) Audited financial statements for the last three (3) years.
- c) Income tax returns for the last three (3) years.

Consideration will be given to the Proponent's financial capacity to comply with all requirements imposed by or as a result of the contract to be awarded pursuant to this RFP, including but not limited to the ability to pay employees and subcontractors. **This section should also include a statement making a firm commitment that the Proponent will pay its**

employees and sub-contractors without regard to the timing of payment by the Authority and the Government of Puerto Rico.

B. Proposal

This section should contain the proposed Conceptual Plan, according to Section 5.1, including the structure's quality, size, theme, personnel or concept, and planned dock/space configurations. The list and detailed explanation of all of the terms and conditions of the agreement proposed to the Authority for the Project. When evaluating the Proposals consideration will be given to the proposed level of services to be offered once the operation of the Project commences. The environmental impact of the Project and the Registered Proponents' plans to mitigate the same in accordance with applicable laws and regulations.

C. Revenue

This section should contain projected revenues to the Registered Proponent, the Authority, and the Government. Provide five (5) and ten (10) years-projected revenues for the agreement period.

D. Credit References

This section should contain the names, addresses, and phone numbers of three credit references that the Authority may contact to obtain information on your credit standing.

E. Operational References

This section should contain a list of clients, for whom you have conducted a similar service within the past five (5) years. Include the entity name, contact person, telephone number, and a brief description of the services provided.

F. Financial Statements

This section should contain at least the past five (5) years of audited financial statements, including, but not limited to, a company balance sheet and income statement.

G. Physical Requirements

This section should describe other physical needs above and beyond the premises described in this RFP. Examples of other needs may include, parking space requirements, refuse disposal needs, exterior signage requirements or any other extraordinary need that cannot be met within the described premises.

H. Identify Any Special Conditions or Considerations

This section should describe any special conditions or considerations beyond the physical requirements that the Proponent would request the Authority to consider. Any request for the Authority to consider the matters set forth in Section 5.1(5)(f) and the justifications for the same.

iv. Commitment to Complying with all Applicable Laws

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

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

Proponents acknowledge that this RFP may be withdrawn or amended in response to changes in Applicable Laws or otherwise. Proponents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with the services requested in this RFP, and any other matters that might, in any way, affect Proponent's roles and responsibilities in the engagement. Each Proponent agrees at its own cost and expense, to modify any aspect of the Proposal to comply with any law or regulation applicable to the services requested in this RFP or that may become applicable in the future.

6. INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS

6.1 Proposal Copies and Submission Address

Proposals may be delivered in person or by postal mail. Submit one original and two (2) copies in three ring binders on 8x11 paper. Please include only one copy of the financial statements in a separate envelope marked Confidential. Include a USB flash drive of the entire submission in electronic file format (*PDF) (please note financial statements should not be included on the flash drive).

These items should be delivered in a sealed package clearly marked "Request for Proposals for leasing, development, construction, operations, marketing, and maintenance of a Spaceport at José Aponte de la Torre (JAT) airport, Ceiba, Puerto Rico." at one of (but not both of) the following addresses:

Post Office Box (via express mail—at least second day delivery)

Puerto Rico Ports Authority
Romel Pedraza, P.E.
Assistant Executive Director for
Planning, Engineering, and Construction
P.O. Box 362829
San Juan, Puerto Rico 00936-2829

Physical Address (via courier—at least second-day delivery)

Puerto Rico Ports Authority

Romel Pedraza, P.E.
Assistant Executive Director for
Planning, Engineering, and Construction
64 Lindbergh Street
Former Miramar Naval Base
San Juan, Puerto Rico 00907

Proponents should not submit promotional materials as part of their proposal submissions and are strongly encouraged not to submit the information that is not required by this RFP. Proponents are strongly encouraged to be succinct in their Proposals. To the extent there may be applicable page limits set out in this RFP, a Proponent shall limit such element of its submission to the respective maximum number of pages indicated.

6.2 Proposal Submission Deadline

Proposal submissions must be received or postmarked no later than **May 22, 2023, at 4:30 pm, AST** (“Proposal Submission Deadline”). Proposal submissions delivered via postal mail or courier shall be postmarked by the Proposal Submission Deadline and received no later than **May 25, 2023**.

Proposals delivered in person must be received **no later than the Proposal Submission Deadline**.

Proposals received on or before the due date set in this RFP will be stamped (date and time of receipt) and will be kept in the custody of the Authority. Such Proposals will not be opened until the Proposal Submission Deadline.

The determination of whether a mailed Proposal is submitted by or before the Proposal Submission Deadline will be based on the postmark (or proof of pick-up by the courier) no later than the Proposal Submission Deadline. Proponents are encouraged to submit Proposals using a trackable shipping method and retain the proof of time and date of shipment and delivery as provided by the courier.

Proposals shipped after the Proposal Submission Deadline or received after **May 25, 2023**, will be rejected and returned to Proponents unopened.

6.3 Proposal Irrevocability & Validity Period

Proposals must be valid for at least one hundred and eighty (180) days from the Proposal Submission Deadline, until which time Proposals are binding, irrevocable, and open for acceptance by the Authority (“Proposal Validity Period”).

6.4 Modification or Withdrawal of Proposal

A Proposal that is in possession of the Authority may be withdrawn or altered by the Proponent by letter including the signature and name of the person authorized to submit the Proposal, only

if the revocation is received prior to the time and date of the Proposal Submission Deadline. The withdrawal must be submitted in writing and directed to the Designated Contact Person.

6.5 Clarification of Proposals

Proposals are to be completed and will be reviewed as submitted. However, during the Proposal evaluation process, the Authority may request that a Proponent provide clarification or supplementary information regarding any aspect of its Proposal.

All such clarification requests by the Authority will be made in writing, and transmitted by email, to the Proponent's official representative, and must be returned, in writing by email, to the Authority's Designated Contact Person. Proponents are to make appropriate arrangements so that these clarification questions can be responded to in an expeditious manner (generally within one (1) to three (3) business days).

6.6 Errors in Proposals

Proponents are responsible for errors and omissions on their Proposals, and any such errors and omissions will not reduce a Proponent's obligation to the Authority and will not constitute grounds for an adjustment to the financial proposal.

7.0 PROPOSAL EVALUATION AND SELECTION

7.1 Evaluation Process

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

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed below in this section up to the maximum points allowed.

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

7.2 Selection Criteria

A Proposal should include all those items as specified in Section 5 of this RFP. Proposals will be evaluated pursuant to the RFP Regulation and based on the following criteria:

Evaluation Criteria	Point Scale
----------------------------	--------------------

Technical Expertise, Qualifications and Experience	0-30
Financial Capability	0-20
Project Approach and Conceptual Plan	0-30
Achievement of the goals and objectives for the Project, considering the overall economic return to the Authority and the Government, including without limitation: (i) Rents, Revenues and Fees. (ii) Capital investment by the Registered Proponent and; (iii) Other direct and indirect benefits on the general economic development of Puerto Rico.	0-20
Total Points	

7.3 Finalist Meetings

Following the submission of proposals, the Authority may (but is not obligated to) select one or more Proponents to be invited to one or more finalist meetings. The purpose of such meetings will be to clarify any aspects of the Proponent’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 Proponent to ensure compliance with the specifications. No statement made or action taken by the Authority during these discussions or negotiations shall bind the Authority in any manner. After each interview or meeting with any Proponent, the Evaluation Committee may require the Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting.

The Authority will keep confidential all such discussions and negotiations. Prior to the award of the RFP, information related to a Proposal, or its evaluation will not be discussed with anyone other than the Proponent who submitted it and the personnel involved in the evaluation and selection process. Confidentiality warranties are subject to the conditions described in Section 8.6 below.

The Evaluation Committee may alter the scoring of a Proposal based on the finalist meeting(s). Proponents are responsible for all costs or expenses incurred to attend such meeting(s). The Authority may select a Preferred Proponent without conducting any post-proposal meetings.

7.4 Selection of Preferred Proponent and Contract Execution

Following the completion of the evaluation process, the Evaluation Committee will make a recommendation to the Executive Director for the selection of a Preferred Proponent. The Authority’s decision is final. The Authority will notify the Preferred Proponent and the parties will proceed to negotiate a written agreement for the provision of the services requested in this RFP and such written agreements as may be required and mutually acceptable to the parties (collectively, the “Definitive Agreements”), subject to compliance with all applicable laws and regulations.

The Preferred Proponent shall indemnify, hold harmless and release the Authority from and against any and all claims resulting from the provision of services requested in this RFP. As such, the Preferred Proponent agrees to execute an indemnity agreement acceptable to the Authority as part of the Definitive Agreements.

The execution of a contract will be subject to final approval by the Authority's Board of Directors, as well as any other approvals required by law, including the Puerto Rico Fiscal Agency and Financial Advisory Authority (known as AAFAF in Spanish) and the Financial Oversight and Management Board for Puerto Rico (FOMB).

Issuance of this RFP does not constitute a commitment by the Authority to award a contract. None of the participants in this RFP process have any acquired proprietary rights. **The Authority will not have any binding obligation, duties, or commitments to the Preferred Proponent until and unless the Agreement has been duly executed and delivered by Authority after approval by the appropriate governmental authorities.** If the Authority is unable to negotiate a mutually satisfactory agreement with the Preferred Proponent, it may, in its sole discretion, negotiate with the next highest-ranked Proponent or cancel and reissue a new RFP.

8.0 MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL PROPONENTS

8.1 Legal Requirements

Proponents are responsible for complying with all applicable legal requirements relating to contracting with governmental agencies of the Government, including without limitation those set forth in **Exhibit C**, and procuring and securing all licenses and permits required to develop, construct and operate the Project.

8.2 Reference Documents

To assist Proponents in preparing to respond to this RFP, the Authority has set up a website at www.prpa.pr.gov/AVISOS. The website will contain all exhibits and other documents which will be of assistance in the development of the Proposals.

8.3 Authorizations by Submission of a Proposal

Any and all information provided by a Proponent and its team members may be used by the Authority to conduct credit and background checks. The Proponent agrees to execute any additional documentation requested by the Authority to evidence this consent. At its discretion, the Authority's staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all of the proposed development team members, and take any other information into account in its evaluation of the responses. The Authority reserves the right to request clarifications or additional information and to request that Proponents make presentations to the Authority, community groups, or others.

8.4 Teaming Arrangements and Special Purpose Entities

Multiple Proponents may form a joint venture for the purpose of submitting a Proposal in response to this RFP. A special purpose entity may be created for the purpose of submitting a Proposal. The Authority may require that financial and performance guarantees and/or any other credit enhancement be provided by these and other Proponents as well as team members. (Note: the Authority will not be involved in facilitating partnering or teaming arrangements.) When a joint venture will be utilized, please present information for both entities and include with your Proposal a copy of the legal documentation establishing the joint venture. **No person or legal entity may join or participate with, directly or indirectly, as a team member in more than one joint venture with the purpose of submitting various separate Proposals in response to this RFP.**

8.5 Hold Harmless

By participating in this RFP process, each Proponent agrees to indemnify and hold harmless the Authority and its officers, employees, contractors and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with this RFP process. This includes any and all activities related to the Authority's exclusive negotiations with the selected developer(s).

8.6 Public Information

All information submitted in response to this RFP becomes the property of the Authority. The documents and other records submitted to the Authority are part of the public record and subject to public disclosure; accordingly, information submitted should be expected to be subject to public availability. Therefore, **any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.** The Authority will consider the treatment of such information as confidential as provided in and subject to Sections 8.13 and 8.16 below.

8.7 Organizational Conflicts of Interest

Each Proponent should clearly identify in its Proposal any person or entity that has assisted the Proponent in the preparation of its Proposal.

8.8 Other Terms and Conditions

The Act and its regulations, as well as all applicable Puerto Rico and Federal laws and regulations, will govern this RFP and all agreements entered into in connection with this RFP.

8.9 Not a Contract

This RFP does not constitute and should not be construed in any way as an offer to enter into a contract with any individual or entity, thus no contract of any kind is formed under, or arises from, this RFP; provided, however, that nothing contained in this section shall affect in any way the rights and remedies afforded under this RFP to the Authority.

8.10 Confidentiality of Information Associated with the Authority

Information associated with the Authority, or a government entity obtained by the Proponents as a result of participation in this RFP is confidential and must not be disclosed without prior written authorization from the Authority.

8.11 Reservation of Rights

The Authority reserves the right, in its sole and absolute discretion, to:

- (i) Change, modify or amend the business opportunities described in this RFP;
- (ii) Change, postpone, or suspend this RFP process or any or all phases, at any time for any reason or no reason;
- (iii) Accept or reject any Proposal based on the selection criteria and as determined by the discretion of the Authority;
- (iv) Waive any defect as to the form or content of this RFP or any response thereto;
- (v) Not accept any or all Proposals;
- (vi) Select one or multiple developers that will best meet the Authority's needs and objectives, regardless of differences in fees and expenses among responders to this RFP;
- (vii) Reject any or all of the Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members; and
- (viii) Extend any date, time period or deadline provided in this RFP, upon notice to all Proponents.

8.12 Restriction of Damages.

Each Proponent agrees that:

- (i) In the event that any or all Proposals are rejected, or this RFP is modified, suspended or canceled for any reason, neither the Authority nor any of its officers, employees, contractors, or advisors will be liable, under any circumstances;
- (ii) By participating in this RFP process, each Proponent agrees to indemnify and hold harmless the Authority and its officers, employees, contractors, and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this

RFP process or the submission by such person of a proposal, and liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with this RFP process. This includes any and all activities related to the Authority's exclusive negotiations with the selected developer(s).

8.13 Disclosure

- (i) The information submitted by the Proponents may be subject to public disclosure in compliance with applicable law.
- (ii) All public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of the Authority.

8.14 No Obligation to Accept Proposals

The Authority is not obligated to accept a Proposal where, at the discretion of the Authority, it is not in compliance with the requirements of this RFP; or it includes a false or misleading statement, claim or information; or background checks reveal any false statements in the Proposal.

8.15 No Collusion or Fraud

Each Proponent is held responsible to ensure that its participation in this RFP process is conducted without collusion or fraud.

8.16 Disclaimer

Information provided in this RFP regarding the Project is believed to be reliable; however, each Proponent should rely exclusively on their own diligence, analysis, and experts to independently confirm and validate any information and/or data contained herein, provided in connection with this RFP or needed to form the basis of its Proposal.

All proposals submitted to the Authority are subject to public disclosure. An exception may be made for "trade secrets". Additional information regarding the trade secrets' requirement is available upon written request.

9 REVIEW AND RECONSIDERATION

9.1 Protest

In accordance with Article XIX of the Regulation and the Puerto Rico Uniform Administrative Procedure Act, Act No. 38-2017, 3 LPRC § 9659, as amended, any Proponent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration ("Protest") before the Bids

Appeals Board no later than twenty (20) days of the date in which the notice of the selection of a preferred proponent is sent via the U.S. Postal Service. A Protest must be in writing, shall be submitted with two (2) copies, and contain the following:

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

The Protest shall be addressed to:

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

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

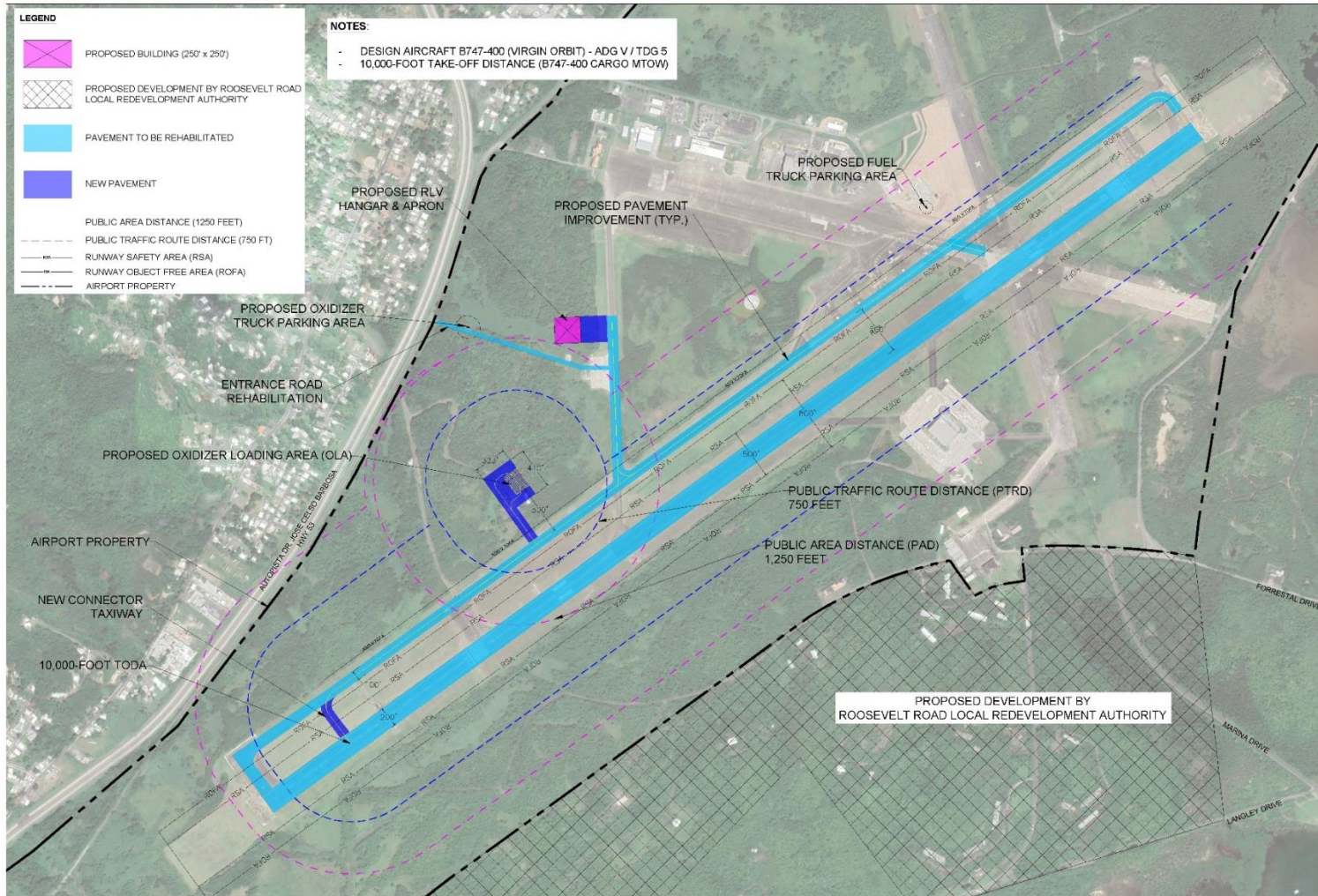
A request for reconsideration or other petition for review that fails to comply with Applicable Law may be dismissed or denied without further consideration.

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

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 is filed, or the term for the Bid Appeals Board to submit a decision has expired. The mere filing of an appeal for judicial review shall not have the effect of paralyzing or staying the award of the contested RFP.

Exhibit A (PDF)

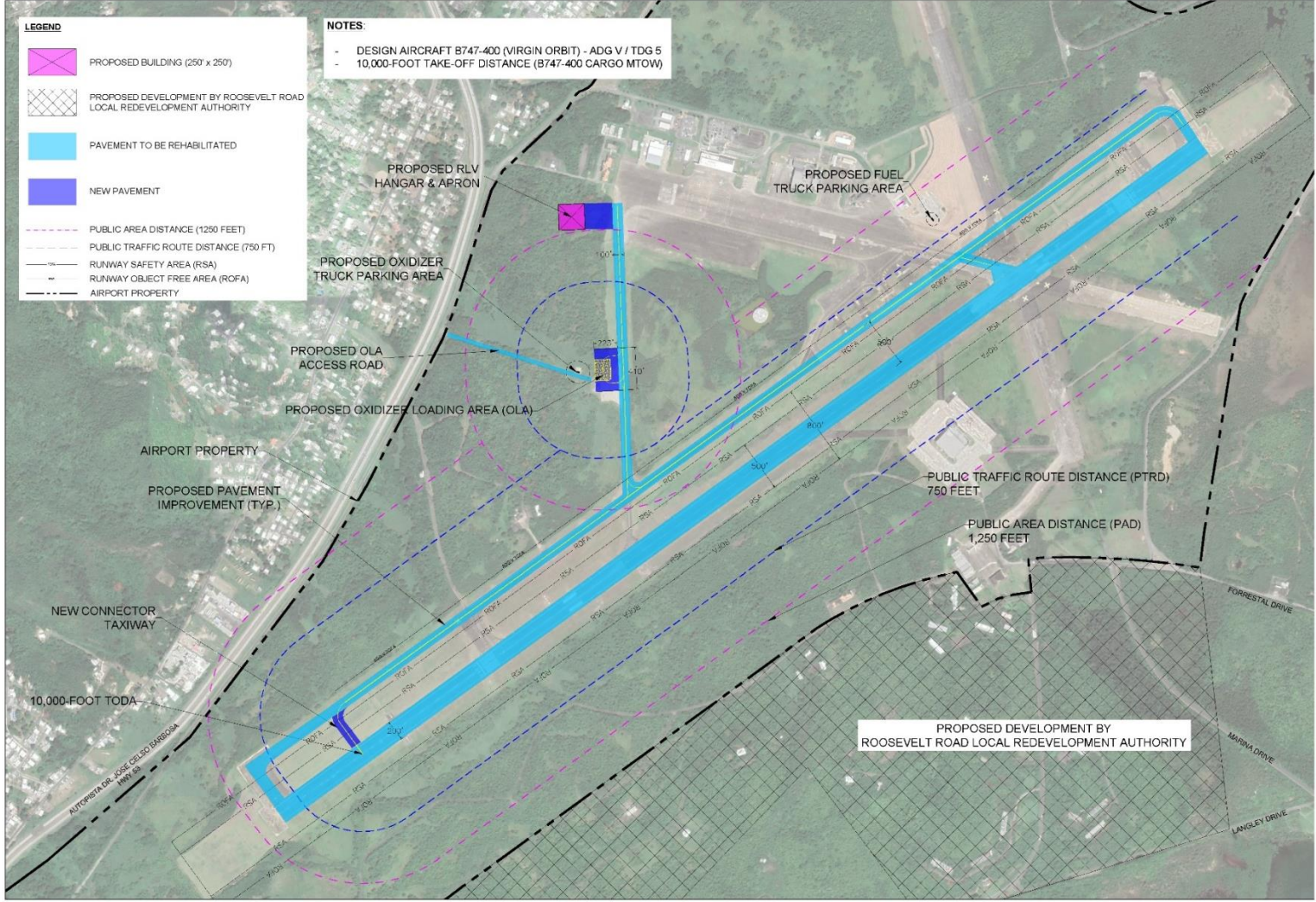


DRAFT
6/2/2023

RVR AIRPORT - LSOL APPLICATION

SPACEPORT INFRASTRUCTURES - ALTERNATIVE 1





LEGEND

- PROPOSED BUILDING (250' x 250')
- PROPOSED DEVELOPMENT BY ROOSEVELT ROAD LOCAL REDEVELOPMENT AUTHORITY
- PAVEMENT TO BE REHABILITATED
- NEW PAVEMENT
- PUBLIC AREA DISTANCE (1250 FEET)
- PUBLIC TRAFFIC ROUTE DISTANCE (750 FT)
- RUNWAY SAFETY AREA (RSA)
- RUNWAY OBJECT FREE AREA (ROFA)
- AIRPORT PROPERTY

NOTES:

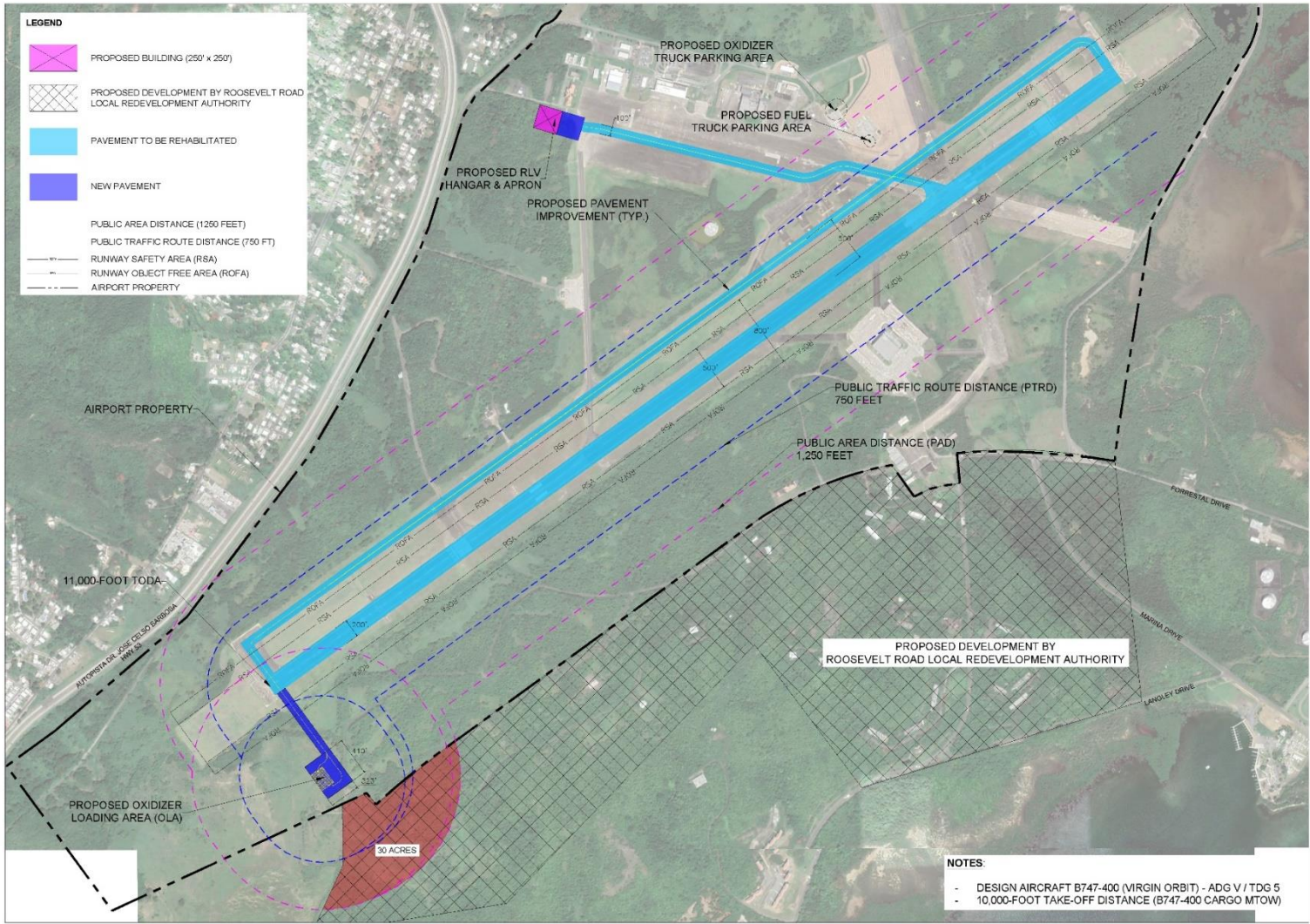
- DESIGN AIRCRAFT B747-400 (VIRGIN ORBIT) - ADG V / TDG 5
- 10,000-FOOT TAKE-OFF DISTANCE (B747-400 CARGO MTOW)

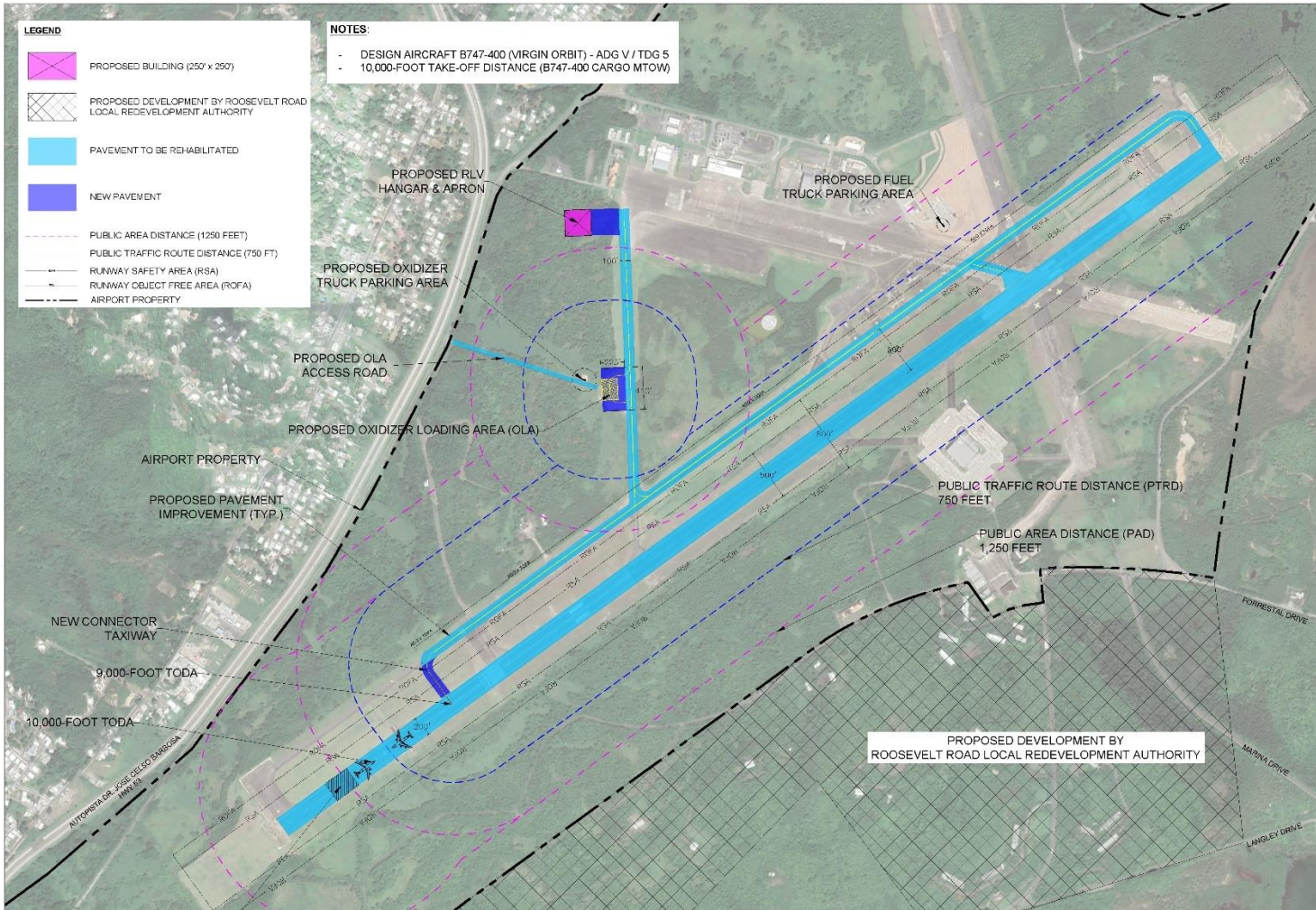


DRAF
2/6/2023

RVR AIRPORT - LSOL APPLICATION
SPACEPORT INFRASTRUCTURES - ALTERNATIVE 2







DRAFT
2/8/2023

RVR AIRPORT - LSOL APPLICATION

SPACEPORT INFRASTRUCTURES - ALTERNATIVE 4



Exhibit B

RFP-PROPONENT REGISTRATION FORM

**REQUEST FOR PROPOSALS
FOR THE LEASING, DEVELOPMENT, CONSTRUCTION,
OPERATIONS, MARKETING, AND MAINTENANCE OF A
SPACEPORT AT JOSÉ APONTE DE LA TORRE (JAT) AIRPORT,
CEIBA, PUERTO RICO**

Proponents participating in the above-referenced RFP must complete the following Proponent Registration Form and send it by email to rfpspaceportceiba@prpa.pr.gov by **May 22, 2023.**

FIRST NAME _____ **LAST NAME:** _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

COUNTY: _____

EMAIL: _____

WORK PHONE NUMBER: _____

CELL PHONE NUMBER: _____ **FAX NUMBER:** _____

BY REGISTERING, THE REGISTERED PROPONENTS AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE RFP AND CERTIFY THAT THEY PARTICIPATED IN AND/OR VIEWED THE PRE-SUBMITTAL MEETING.

ANY CHANGE TO THE INFORMATION ABOVE MUST BE SENT TO THE PUERTO RICO PORTS AUTHORITY TO RPEDRAZA@PRPA.PR.GOV, with a copy to rfpspaceportceiba@prpa.pr.gov

Exhibit C

CERTIFICATION

_____, who desires to enter into an agreement with the Puerto Rico Ports Authority (“PRPA”), certifies, represents, and warrants to the PRPA that:

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

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

Company:

Representative Name

Signature

Date

Exhibit D

SCHEDULE OF RFP PROCESS

Description	Date*
Issuance of RFP	02/22/2023
Deadline for Submission of Proponent Registration Form	03/22/2023
Period for Site Visits	From: 03/22/2023
	Up to: 05/10/2023
Deadline for Questions on the RFP	04/15/2023
Deadline for Responses to Questions	05/01/2023
Proposal Deadline	05/22/2023
Finalist Meetings (if any)	06/05/2023 to 06/16/2023
Announcement of Preferred Proponent and Commencement of Negotiations	06/30/2023
Execute Binding Agreement	08/31/2023

***All dates are subject to modification, extension and/or suspension by the PRPA, as provided in the RFP.**

EXHIBIT E
SUBMISSION OF QUESTIONS FORM

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

Proponent: _____

Date: _____

No.	Question	RFP Section or Document	RFP Section or Document Page No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			