

REQUEST FOR PROPOSALS

**RFP #2023-003**



# Engineering Professional Services for Pier 3, Buckhead D, Finger Pier, Dry Dock and Heli Pad Improvements

at Roosevelt Roads, Ceiba, Puerto Rico



EVENT: 4339DR-PR (Hurricane María)

APPLICANT NAME: LOCAL REDEVELOPMENT AUTHORITY FOR ROSEVELT ROADS

FEMA PA CODE (FIPS) No. 000-UV193-00

One (1) signed original, seven (7) copies

and one (1) electronic copy on USB Drive

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- 1 Registration Form**
- 2 Form for Submission of Questions and Request for Clarifications**
- 3 Proposal Certification Form**
- 4 Cost Form**
- 5 Insurance Requirements**
- 6 Statement of Qualifications**
- 7 List of Comparable Projects**
- 8 Non-Conflict of Interests Certification**
- 9 Non-Conflict of Interest on Existing or Pending Contracts Certification**
- 10 Limited Denial of Participation Affidavit**
- 11 Non-Collusive Affidavit**
- 12 Sworn Statement Under Act 2-2018**
- 13 Anti-Lobbying Certification**

## **Exhibits**

All Exhibits from this RFP are Available at [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov) and incorporated herein by Reference.

**A FEMA Project Report(s) - Approved Damages & Scopes of Work (SOWs)**

A-1 Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040)

A-1 Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)

**B Maps**

B-1 Aerial Map of NSRR (Showing Parcels 1, 2, and 3)

B-2 Map of Zones for NSRR Property

B-3 Map of Project Site

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B-5 Map of Environmental Restrictions

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**D 2014 Development Zones Master Plan**

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**E Environmental**

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E-2 FOSL Parcel I

E-3 Lease in Furtherance of Conveyance between the USA and LRA (LIFOC)

**F Station Map CAD Drawings**

**G Zoning Master Plans**

G-1 2014 Special Plan ROTFU (in Spanish)

G-2 Excerpts of Portions of 2014 Special Plan ROTFU (in English)

G-3 2014 Zoning Map ROTFU

**H     **Infrastructure Documents****

H-1           Infrastructure Potable Water -PROJECT 105720 & 105721 (for reference only)

H-2           Infrastructure Sanitary Water -PROJECT 105720 & 105721 (for reference only)

H-3           Infrastructure Power Lines -PROJECT 105720 & 105721(for reference only)

**I     **Special Flood Hazard Areas Regulation****

(Reglamento Num.13: Reglamento sobre Áreas Especiales de Peligro a Inundación)

## 1. Definitions

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1. **"Addendum"** or **"Addenda"** refers to a written or graphic document issued by the LRA before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.
2. **"Applicant"** or **"Subrecipient"** refers to the terms used in certain federal grant programs to designate the entity that will be executing the purpose of the grant. For this RFP, LRA is defined as the Applicant/Subrecipient. The Central Office for Recovery, Reconstruction and Resiliency (COR3) will be the Recipient.
3. **"Bidder(s)"** and **"Proposer(s)"** and **"Respondent(s)"** means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.
4. **"Contract"** or **"Contract(s)"** refers to the agreement(s) to be executed between the LRA and the Selected Proposer(s) in accordance with this RFP.
5. **"COR3"** refers to the Central Office for Recovery, Reconstruction and Resiliency.
6. **"Disaster Recovery Program"** or **"DRP"** refers to the Local Redevelopment Authority for Roosevelt Roads (LRA)'s Recovery Program, as it may be amended, that outlines the uses for FEMA funds allocated to repair, reconstruction and strengthen the Naval Station Roosevelt Roads (NSRR) lands and facilities.
7. **"Federal Government"** means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created, or which may be created, designated or established by the United States of America.
8. **"FEMA"** refers to the Federal Emergency Management Agency.
9. **"Local Parties"** means local subcontractors or professionals and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.
10. **"LRA"** refers to the Local Redevelopment Authority for Roosevelt Roads.
11. **"Proposal"** refers to the response(s) submitted by Proposer(s) for this RFP.
12. **"Qualified Proposer"** means a responsible and responsive Proposer whose Proposal meets the Mandatory Requirements of this RFP and obtains a technical score greater than or equal to the minimum threshold set forth in this RFP.
13. **"RFP"** means this series of documents, which establish the bidding and requirements and solicits Quotes (Proposals) to meet the needs of the Using Agencies as identified herein, and includes the RFP, price schedule, attachments, and amendments (Addendum/Addenda).
14. **"Selected Proposer(s)"** means a Proposer or Bidder awarded a contract resulting from this process and are used interchangeably in this document.

## **2. Overview, Purpose, and Intent**

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The Local Redevelopment Authority for Roosevelt Roads (LRA) is a public corporation of the Government of Puerto Rico responsible for the implementation of the re-use plan and economic development for the Naval Station Roosevelt Roads (NSRR) lands and facilities. The LRA was created pursuant to Act Number 508 of September 29, 2004, as amended, known as the "Roosevelt Roads Naval Station Lands and Facilities Redevelopment Authority Act".

The LRA's mission is to promote the full redevelopment of its lands and facilities, in collaboration with the communities and the private sector. Also, the LRA seeks to create jobs and promote the economic growth in the eastern region of Puerto Rico to counteract the effects of the closure of the former base in 2004. LRA's vision is to transform Roosevelt Roads into a new destination where investment can happen in order to promote a multiuse development, where commercial spaces are integrated, as well as residential areas.

### **2.1. Disaster Recovery 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 20, 2017, Puerto Rico was impacted by Hurricane María, causing significant damage to the island. Due to the severity of the impact, a major disaster declaration (FEMA-4339-DR) was approved by President Donald J. Trump on September 20, 2017 ordering Federal assistance to supplement Commonwealth and local recovery efforts in the areas affected by Hurricane Maria, beginning on September 17, 2017.

In response, the LRA is actively working with the Central Office for Recovery, Reconstruction and Resiliency (COR3) to ensure that the Government of Puerto Rico successfully undertakes the disaster recovery efforts with efficiency, effectiveness, and transparency, while capitalizing on opportunities to build back better, stronger, and more resilient.

### **2.2. Purpose and Intent**

LRA, in accordance with the faculties granted by Act Number 508 of September 29, 2004, as amended, and Regulation Number 9366 for Bids and Request of Proposals (See **Exhibit C-3**), issuing the Request for Proposals (RFP) number 2023-003 (RFP 2023-003) to obtain proposals (each, a "Proposal") from interested qualified Architectural and/or Engineering (A/E) Services firms (A/E Firms) to provide full range of Professional A/E Services including studies, design, sustainability design , permits procurement, and construction administration services during construction, for the repair and improvements associated to the following recovery projects included as part of LRA's Disaster Recovery Program (DRP), located at NSRR in the eastern region



of Puerto Rico (See **Exhibit B-1**), and mostly funded under FEMA’s PA Program for the Disaster Declaration DR-4339-PR (Hurricane María):

1. Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040)
2. Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)

LRA reserves the right, without limitation, to grant more than one Contract and/or select more than one Proposer and to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding Contract, if it deems that doing so is in its best interests and in the Public Interest. Likewise, LRA reserves the right to modify the Contract(s) of the Selected Proposer(s) to extend the original duration, as further explained in this RFP, or to extend the scale of the Scope of A/E Services to include work under subsequent plans as long as it is related to the A/E Services requested herein. Award of the Contract(s) will be made to the Proposer whose Proposal, in accordance with this RFP, is the most advantageous to the Government of Puerto Rico, price and other criteria to be considered. Section 4 of this RFP contains a detailed description of the Scope of A/E Services.

The Selected Proposer(s) will ensure that all work performed, pursuant to this RFP, is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and Government of Puerto Rico regulations, policies and guidance including, but not limited to, Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857(h)). This may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, Private Property Debris Removal (PPDR), HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

### **2.3. About the Naval Station Roosevelt Roads Property (NSRR)**

#### 2.3.1. History of the NSRR Property

The Naval Station Roosevelt Roads (NSRR), including the Project Site, was used as a military installation since its acquisition and development by the U.S Department of the Navy (Navy) in the 1940s until its closure on March 31, 2004. Prior to acquisition by the Navy, the Navy environmental reports identify that NSRR was previously used for sugar cane cultivation and cattle grazing, with no significant industrial facilities or environmental concerns being identified with respect to activities conducted on the former NSRR prior to Navy ownership. The property is truly a unique and rare resource, having been isolated from normal development trends since the early part of the last century and situated at the foothills of El Yunque National Rainforest – one of the world's greatest natural wonders. The property represents an interesting mix of natural ecological

areas (approximately 3,340 acres of which are already under the care of the Conservation Trust), physical infrastructure, a major airfield with an 11,000-foot runway (already under the care of the Puerto Rico Ports Authority), and waterfront development areas.

Pursuant to Section 8132 of the Department of Defense Appropriations Act for Fiscal Year 2004 (Public Act No. 108-87), the Navy was directed to close NSRR pursuant to the procedures and authorities contained in the Defense Base Closure and Realignment Act of 1990, as amended (title XXIX of Public Law No. 101-510, 10 U.S.C. § 2687 note) (the "Base Closure Act"). The Navy closed NSRR on March 31, 2004, and all industrial and commercial operations on the former NSRR with a significant potential for environmental contamination were ceased.

The LRA and the Navy executed that certain Economic Development Conveyance Memorandum of Agreement between the United States of America Acting by and through the Department of the Navy and the Local Redevelopment Authority for Naval Station Roosevelt Roads dated December 20, 2011, Amendment No. 1 dated December 11, 2012, and Amendment No. 2 dated September 1, 2015 (as amended, the "EDC Agreement") to set forth the terms and conditions of the transfer of land at NSRR to the LRA. Pursuant to the processes outlined in the Base Closure Act and its implementing regulations, and the terms and conditions set forth in the EDC Agreement, the LRA and Navy have executed numerous deeds, bills of sale, easements, and that certain Lease in Furtherance of Conveyance between the United States of America and Local Redevelopment Authority for Naval Station Roosevelt Roads at the Former Naval Station Roosevelt Roads, Puerto Rico dated January 25, 2012, as amended on March 20, 2013 and May 6, 2013 (as amended, the "LIFOC").

The LRA divided the NSRR Property into nine (9) zones ranging from an airside industrial park, institutional clusters, to a waterfront district, eco-tourism lodges and housing. See **Exhibit B-2**. These are further described in the 2014 Development Zones Master Plan for the Roosevelt Roads Redevelopment attached as **Exhibit D**. This 2014 Development Zones Master Plan complements the 2014 Special Plan published by the Puerto Rico Planning Board, attached hereto as **Exhibits G-1 through G-3**.

Since the 2004 closure, the Navy has transferred land at NSRR to the LRA for economic development purposes, the Puerto Rico Ports Authority for airport purposes, the Commonwealth's Department of Natural and Environmental Resources for conservation purposes, and the Municipality of Ceiba for municipality purposes.

For purposes of negotiating with the Navy, the NSRR Property was divided into three parcels, as shown on **Exhibit E-3**. The LRA controls all of Parcels 1, 2, and 3 – either through deeds or the LIFOC; thus, references to Parcels 1, 2, and 3 are no longer significant, but are useful for purposes of reviewing due diligence materials.

### 2.3.2. Establishment of the LRA

The Roosevelt Roads Naval Base Lands and Facilities Redevelopment Authority Act was enacted on September 29, 2004, and amended on September 18, 2014 (as amended, "Law No. 508"). The LRA is a public corporation and government instrumentality of the Commonwealth. The LRA is governed by a ten (10) member Board of Directors ("LRA Board"). The President of the LRA is the Commonwealth's Secretary of Economic Development and Commerce. Other LRA Board members include representatives designated by the President of the Senate, the Speaker of the House, the Governor, the Puerto Rico Fiscal Agency and Financial Advisory Authority and mayors of the communities surrounding NSRR. On August 30, 2006, the Office of Economic Adjustment of the Department of Defense recognized the LRA as the local redevelopment authority for purposes of implementing the local redevelopment plan at NSRR.

Law No. 508 authorizes the LRA to, among other items, have full dominion over its properties; negotiate and grant any contracts, leases, or other agreements necessary or convenient to exercise the LRA's powers and authorities; design, construct, or modify any facility that the LRA considers necessary or convenient; acquire and dispose of property (with the consent of the Legislative Assembly for any sales); and issue bonds. Law No. 508 authorizes the LRA to function as a public corporation for a period of 40 years as of the enactment, or until the LRA fulfills the agreements with the Navy.

### 2.3.3. Surrounding Communities

The NSRR Property is adjoined by the communities of Ceiba and Naguabo. Nearby islands are Vieques and Culebra. It is important to the LRA that these communities are involved in the redevelopment of the NSRR Property.

## **3. RFP Instructions**

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

### **3.1. RFP Documents Acquisition**

The RFP documents are available for download by qualified firms at the LRA Website (<https://www.rooseveltroads.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.

### **3.2. RFP Timeline**

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

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



<b>Event</b>	<b>Time and Date</b>
Publication of RFP	<b>October 27, 2023</b>
Submission of Registration Form	<b>On or before November 15, 2023 at 5:00 pm</b>
Pre-Proposal Meeting & 1 <sup>st</sup> Site Visit	<b>November 16, 2023 at 10:00 am</b>
Submission of Questions and Request for Clarifications	<b>December 4, 2023</b>
Responses to Questions and Request for Clarifications	<b>December 13, 2023</b>
Proposal Due Date (Electronic Submission Only)	On or before <b>December 13, by 5:00pm (AST)</b>
Proposal Evaluation Period (Expected)	From: <b>January 29, 2023</b>
	Up To: <b>February 2, 2023</b>
Notice of Award (Expected)	<b>TBD</b>
Executed Contract (Expected)	<b>TBD</b>

Please note that the RFP timeline includes target dates that are subject to change. It is the responsibility of Proponents to periodically review their emails and the LRA website.

**3.3. Registration Form**

Interested participants must submit the Registration Form attached hereto as Attachment 1 to the LRA by e-mail at [lradevelopment@lra.pr.gov](mailto:lradevelopment@lra.pr.gov) no later than the deadline established in Section 3.2. No Registration Form will be accepted after this date and time.

There are no registration fee requirements for this RFP.

**3.4. Addenda**

The LRA 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 LRA will post copies of each Addendum for all prospective Proposers to download at the LRA Website ([www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov)). All prospective Proposers must monitor LRA’s Website to retrieve any Addenda.

### 3.5. Questions and Answers

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 3.2 of this RFP to the electronic mailing address specified in Section 3.6 of this RFP. Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Inquiries included as **Attachment 2**. 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 3.2 and will be posted in the LRA Website ([www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov))

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

### 3.6. Proposal Submission Deadline Date, Time, and Location

All Proposal must be submitted and received by the LRA in accordance with the schedule described in Section 3.2. All Proposals must be sent via email to: [lradevelopment@lra.pr.gov](mailto:lradevelopment@lra.pr.gov)

The electronic/digital package should be labeled with the following format: **LRA\_RFP2023\_003\_P-105720\_105721\_(PROPOSER'S NAME)**

**LRA will not accept any proposal or responses to the RFP submitted after the prescribed deadline**, unless there are extenuating circumstances, justifiable cause and/or if deemed in the best interests of Puerto Rico, as determined by LRA in its sole discretion, always considering the right to fair competition and the avoidance of prejudice to other proposers.

### 3.7. Pre-Proposal Meeting and Site Visit

Pre-Proposal Meeting and Site Visit will be held on **November 16, 2023** at the **LRA Office** located at the **1205 Building in Roosevelt Roads Ceiba, Puerto Rico**. During the Pre-Proposal Meeting, the LRA will provide an overview of this RFP, provide a tour of the Project(s) Site(s), and answer any questions. Any handouts and written responses to questions (which are the only binding responses) will be posted on [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov). This Pre-Proposal Meeting and Site Visit is not mandatory; however, it will be the only opportunity for Proposers to investigate, examine, and become fully acquainted with the conditions relating to and affecting the performance of the A/E Services, prior to submission of the Proposals.

The failure or omission of any Proposer to receive or examine the RFP documentation or to visit the Project(s) Site(s) and become acquainted with conditions there existing shall not relieve them from obligations with respect to their Proposal or to the Contract. 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.

### **3.8. Correspondence and Communications**

Inquiries and communications regarding the RFP must be submitted to the LRA by electronic mail to [lraddevelopment@lra.pr.gov](mailto:lraddevelopment@lra.pr.gov). No telephone inquiries will be accepted.

### **3.9. Prohibited Communications**

Any 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 Proposer, bidder, or its agent or representative, is prohibited from communicating with any LRA employee or contractor involved in any step in the procurement process about this procurement. The blackout period applies not only to LRA employees, but also to any current contractor of LRA. "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 Proposers and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator.

### **3.10. Representation for Proposal Submission**

No individual, or firm, is assured of obtaining any work because of this RFP process. The LRA 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 defined at 2 C.F.R. Part 215 and 24 C.F.R. 85.36 (2013) (or 84.42 (2013), if applicable), shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, the LRA 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 LRA, 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 LRA's notice.

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

### **3.11. Number of Awards**

At the sole discretion of the LRA and based upon the breadth and experience of Proposers to this RFP, or other factors considered in the best interests of the Government of Puerto Rico, the sub-recipient entity may award contracts to more than one Proposer and award any Proposer one or more steps or task orders per contract. In such case, Proposers acknowledge and accept that the

LRA reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals, to amend the Proposal before it is awarded and to withdraw an award(s) if an agreement acceptable to the LRA is not reached, notwithstanding the Proposers' submission of Best and Final Offers ("BAFOs").

### **3.12. Number of Contracts**

The LRA reserves the right, without limitation, to grant more than one contract and/or select more than one Qualified Proposer or bidder and to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding contract, if it deems that doing so is in its best interests and in the Public Interest. Likewise, the LRA reserves the right to modify the Contract(s) of the Selected Proposer(s) to extend the original duration, as further explained in this RFP, or to extend the scale of the scope to include work under subsequent plans as long as it is related to the services requested herein. Award of the contract(s) will be made to the Proposer(s) whose Proposal, in accordance with this RFP, is the most advantageous to the Government of Puerto Rico and the LRA, price and other criteria to be considered.

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

Issuance of this RFP does not constitute a commitment by LRA 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. LRA will not have any binding obligation, duties, or commitments to the Selected Proposer(s) until and unless a Contract has been duly executed and delivered by LRA after approval by the appropriate governmental authorities. If LRA is unable to negotiate a mutually satisfactory agreement with the Selected Proposer(s), it may, in its sole discretion, negotiate with the next highest-ranked Proposer(s) or cancel and reissue a new RFP.

LRA 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, LRA reserves the right to re-solicit proposals.

### **3.14. Ownership of Proposals**

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

### **3.15. Expenses**

Proposers are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the LRA, if any. The LRA will not be liable to any Proposer for any claims, costs, or damages incurred by the Proposer in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.



### **3.16. Waiver of Informalities**

The LRA reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities and/or the Government of Puerto Rico.

### **3.17. Confidentiality of Proposals**

LRA shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proposer so identifies such information in its Proposal as proprietary or confidential, and (ii) LRA 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. LRA obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proposer desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those portions of the Proposal that actually 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. LRA shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proposer thereby grants to LRA an unrestricted license to use such unrestricted portions of the Proposal.

This RFP also contains confidential and proprietary information that is the property of the LRA 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.

### **3.18. Collection and Use of Personal Information**

Proposers are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proposers to provide the sub-recipient entity with personal information of employees who have been included as resources in Proposal to this RFP, Proposers will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the sub-recipient entity. Such written consents are to specify that the personal information may be forwarded to the sub-recipient entity for the purposes of responding to this RFP and use by the LRA for the purposes set out in the RFP. The LRA may, at any time, request the original consents or copies of the original consents from Proposers, and upon such request being made, Proposers will immediately supply such originals or copies to the LRA.

### **3.19. RFP and Proposal as part of Contract**

This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the Selected Proposer's Proposal will become part of any Contract between the LRA and the Selected Proposer. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

## **4. Scope of Services**

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### **4.1. Introduction**

The 2017 hurricane season brought insurmountable devastation to Puerto Rico when in the month of September, the Island experienced category four and five storms, Hurricane Irma (Disaster 4336) and Hurricane María (Disaster 4339). Hurricane Irma skirted the northern coast of the Island from September 6-7, 2017, as a Category 5 storm, leaving two-thirds of the main island without power and causing other impacts to the Island's infrastructure. Just two weeks later, Hurricane María struck Puerto Rico on September 20, 2017, as a Category 4 storm, with wind velocities just one mile shy of a Category 5 hurricane, making direct impact throughout the approximately 35-mile-wide Island, causing severe damages to former NSRR facilities. Much of the island's infrastructure was severely damaged during the events, including the facilities of Pier 3, Bulkhead D, and the Finger Pier & Dry Dock, Heli Pad, at former Naval Station Roosevelt Roads in Ceiba and Naguabo, Puerto Rico.

RFP 2023-003 is issued by LRA to solicit technical and financial proposals from qualified A/E Firms, to provide studies, design, and related tasks services for the improvements to the damages (DI's) that make up the Project 105720 - MLRA021 - Finger Pier & Dry Dock, Heli Pad, (PW - 10040) and Project 105721 - MLRA021 - Finger Pier & Dry Dock, Heli Pad, (PW - 10442) at the former Naval Station Roosevelt Roads, in Ceiba and Naguabo, Puerto Rico. For specific details, refer to Section 4.3 and Section 4.4 of this RFP.

Professional A/E Services will be funded by the FEMA PA Standard Procedures (Section 406) program in response to current and future major disaster declarations, as deemed appropriate by the Disaster Declaration Process under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, requested by the Governor of Puerto Rico, and issued by the President of the United States of America. Federal financial assistance will be used to fund the Contract awarded pursuant to this RFP. Accordingly, the Proposer(s) must comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

All work and procedures will have to adhere to FEMA's requirements and regulations. In addition to the federal laws and regulations, all services must also be performed in compliance with all Government of Puerto Rico laws and regulations.

It is advisable, but not a requirement, for Proposers to have prior experience working with FEMA terms and conditions for PA funded projects; including but not limited to, environmental and engineering requirements and have experience working specifically with FEMA PA funded projects or similar programs of a federal agency. Also, it is advisable but not a requirement for Proposers

to have prior experience working with Solid Waste Management Units (SWMU's) sites under environmental remediation by the US Navy or a federal agency, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 and the Resource Conservation and Recovery Act of 1976 (RCRA).

#### **4.2. Project(s) Description**

Professional A/E Services will be required for the following projects funded under FEMA PA Program for the DR-4339 (Hurricane María):

1. Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040)
2. Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)

The degree and Scope of Work (SOW) varies for each project. However, these generally consist of the SOW required to repair, restore, or replace the all the disaster related damages based on pre-disaster design and function for eligible LRA facilities and in conformity with current applicable codes, specifications, and standards.

Projects included in this RFP are being processed by FEMA under the standard PA procedures set forth in Section 406, Repair, Restoration, and Replacement of Damaged Facilities of the of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Standard PA procedures refers to the process by which permanent work projects are reimbursed by FEMA based on actual costs. Under the Standard PA procedure, FEMA provides funding to return the damaged facility to its pre-disaster function and capacity plus current codes and standards. LRA, as the Subrecipient, can only use funds toward the specific SOW identified and approved by FEMA in each of Project.

Projects may be funded in whole or in part through FEMA PA Program and will be subject to all applicable Federal and Local Government laws, regulations, policies, and guidance. Projects will require periodic review by FEMA and COR3, which may result in adjustments to Projects' schedules and timelines. This may result in multiple phases, task orders, and/or multiple notices to proceed for the Selected Proposer.

Project information and supporting documentation provided herein is based upon circumstances existing at the time this document was released. Qualified Proposers shall coordinate with the LRA to visit the Project site, investigate, examine, and become fully acquainted with the conditions relating to and affecting the performance of the A/E Services. This includes the identification of applicable consensus-based codes, specifications, and standards pursuant to Section 1235(b) of the Disaster Recovery Reform Act of 2018 (DRRA). The failure or omission of any Proposer to receive or examine the RFP documentation or to visit the Projects' sites and become acquainted with conditions there existing shall not relieve any Selected Proposer from its obligations with respect to the A/E Service Proposal or to the Contract.

4.2.1.LRA's Goals  
for the  
Project(s)

LRA's expectations for the Project(s) are to meet the objectives of the Master Plan in terms of development for the Roosevelt Roads Community; meet the objectives of FEMA for which the funds were obligated; to create a Project that promotes economic development for the community of Roosevelt Roads and Puerto Rico; to integrate the community into the Project development process; and that the Project becomes a landmark for Roosevelt Roads Community.

4.2.2.Facility  
Damages

Disaster related damages for the Projects are categorized by FEMA by areas, each assigned with a Damage Inventory (DI) number as further detailed below:

1. Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040)
  - a. Damage #152541; Other Facilities - Pier 3 - MER Group
  - b. Damage #152547; Other Facilities - D - Bulkhead D
  
2. Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)
  - a. Damage #152543; Other Facilities - Pier - Finger Pier & Dry Dock
  - b. Damage #152548; Other Facilities - Helipad at Drydock

For a detailed list of damages, as approved by FEMA, refer to the Damage Description and Dimensions (DDD) section included in the FEMA Project Report. See **Exhibit A-1** and **Exhibit A-2**, respectively.

4.2.3.Project(s)  
Scope of  
Work (SOW)

Project(s) Scopes of Work (SOWs) are divided by FEMA into "Work Completed" Items (WC) and "Work to be Completed" (WTBC) Items. For eligible work that has already been completed, FEMA funding will be based on actual cost incurred by the LRA, which are always subject to cost reasonableness. For eligible WTBC Items, FEMA has developed and approved a Scope of Work (SOW) and Cost Estimate (CE).

This information is further detailed in the FEMA Project Reports included in **Exhibit A**.

1. Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040)

Refer to the Final Scope section included in the FEMA Project Report for a detailed description of the approved WTBC restoration SOW and the Hazard Mitigation Proposal (HMP) SOW. See **Exhibit A-1**.

2. Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)

Refer to the Final Scope section included in the FEMA Project Report for a detailed description of the approved WTBC restoration SOW and the Hazard Mitigation Proposal (HMP) SOW. See **Exhibit A-2**.

#### 4.2.4.Project(s) Site

Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040) is located on Parcel 3, zone A, subzone A1 and Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442) is located on Parcel 3, Zone B, subzone B1. Both projects encompass an area of 7.1 acres in total as depicted on **Exhibit B-3**. Reference **Exhibits A-3** through **B-5** and **Exhibit F** for Project Property information. It is important to establish that the site falls into a Zone VE regarding FEMA flood levels maps, therefore the Project must comply with the Special Flood Hazard Areas Regulation (Reglamento Núm.13), attached hereto as **Exhibit I**.

The Proposers will be responsible for undertaking an independent analysis of the Property conditions including any environmental, health and safety issues and should not rely on any reports or information related to such issues provided to the selected developer(s) by the LRA.

#### 4.2.5.Project Budget

Both Projects have a total of combined obligated funds of \$6,144,920.98, by the Federal Emergency Management Agency (FEMA). See Cost section of the FEMA Project Reports attached as **Exhibit A-1** and **A-2**. Each Project Budget is defined by the terms and conditions of the FEMA PA program Standard Procedures (Section 406).

#### 4.2.6.Environment al Matters

The environmental information provided by the Navy with respect to the Project Site is attached as **Exhibits E-1** through **E-3**. See **Exhibit B-5** for Map of Environmental Restrictions of the Project Site.

#### 4.2.7.Infrastructur e and Utilities

The LRA currently owns and operates all utilities at NSRR. The LRA is currently operating and maintaining the water treatment plant and is coordinating wastewater utility services at NSRR; and is also currently managing and maintaining the electrical transmission and distribution system. The Project will require upgrades to the existing infrastructure and utilities. See **Exhibits H-1** through **H-3** for infrastructure information. For detail and further information regarding the facilities and its damages refer to the FEMA Project Reports as **Exhibit A**.

##### 4.2.7.1. *Potable Water Utilities.*

The LRA is the owner of the Potable Water System including Water Filtration Plant, Reservoir and Storage Tanks among other related infrastructure. The LRA's system is a non-PRASA system. All

the related water and sanitary utility connection issues are addressed through the LRA (not with the Puerto Rico Aqueduct and Sewer Authority-PRASA). The LRA operates, repairs, and maintains the existing water system. As depicted in **Exhibit H-1**. Project 105720 site has a 8-inch diameter potable water line. Project 105721 site has a 10-inch diameter potable water. In Project 105720, there's is an 4-inch secondary line that connects the 12-inch main line. Construction for major improvements and upgrades to the existing water system are projected to start this year (2023).

#### 4.2.7.2. *Sanitary Sewer Lines.*

The LRA owns, operates, repairs, and maintains the existing sanitary sewer system. See **Exhibits H-2** for reference. A major improvements and upgrades to the existing sanitary sewer system project is in the design phase. Both projects may include the refurbishments of the main collection lines among other components. Construction for major improvements and upgrades to the existing water system are projected to start next year (2024).

#### 4.2.7.3. *Electrical Power Lines.*

The LRA is the owner of the Electrical Power System, substations, transmission, and distribution lines among other components. The LRA operates, repairs, and maintains the Electrical Power System. For the Project Property, point of connection are available through a 13.2 KV line. See **Exhibits H-3**.

#### 4.2.8. 2014 Master Plan Zoning

Project 105720 is currently located in subzone A1, and Project 105721 is located in subzone B1, as identified in the 2014 Master Plan attached here as **Exhibit D-1**.

#### 4.2.9. Land Use and Zoning

The 2014 Special Plan ROTFU published by the Puerto Rico Planning Board is attached hereto as **Exhibit G-1** in Spanish. Excerpts of the most relevant portions of the 2014 Special Plan ROTFU are included in English in **Exhibit G-2**. The ROTFU Zoning Map is attached hereto as **Exhibit G-3**.

### 4.3. **Scope of A/E Services**

Provide full range of Professional A/E Services including studies, design, sustainability design, permits procurement, and construction administration services during construction, for the repair and improvements associated to Pier 3, Bulkhead D (FEMA Project 105720, PW# 10040) and Finger Pier & Dry Dock and Helipad (FEMA Project 105721, PW# 10442)

The Scope of Services covers all Professional A/E 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.

All Services shall be performed in accordance with all Local and Federal Government laws, regulations, and executive orders applicable to these funding programs, including professional licensing requirements set forth in local law, including without limitation, Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

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 (HMPG) under Section 404, among others.

The scope of 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

4.3.1. 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 A/E Firm shall work with LRA'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) and final Scope of Work (SOW) for each Project (See **Exhibit A-1** and **A-2**).
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 and/or 404 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's 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 each 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 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 each Project.
  7. Support the LRA's staff and consultants during collaboration meetings and/or requests for information (RFIs) with FEMA and/or COR3 (Recipient) 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. Underwater Structural Investigations
9. Project Specific Testing
10. Others (as deemed required by the A/E Firm)

At the end of this phase, each Project's final SOW and CE prepared by the A/E Firm will be submitted to LRA, COR3 (Recipient), 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 Applicant 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 COR3 (Recipient) and FEMA. Amendments are submitted by the LRA (Subrecipient) to the COR3 (Recipient) 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 each Project's final SOW and CE, the LRA will issue a Notice to Proceed (NTP) to Phase 2.

#### 4.3.2. 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 A/E Firm 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 A/E Firm shall work with LRA'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 A/E Firm shall meet with regulatory agencies as necessary and shall cooperate in obtaining all required approvals. The A/E Firm shall submit documents to all applicable regulatory agencies or authorities as directed by the LRA.
3. Assist the LRA 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 LRA will issue a Notice to Proceed (NTP) to Phase 3.

4.3.3.Phase 3: A/E  
Services  
during  
Construction:

Consist of the services during the bidding process and the construction phase of the Projects. During the bidding process, the A/E Firm shall work with LRA'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 LRA 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 LRA.
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 Contracts. 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 LRA in the conducting of a preconstruction conference.

In addition, the A/E Firm will be tasked with services during the construction phase of the Project. This does not include LRA'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 A/E Firm shall work with LRA'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 LRA.
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 LRA.
6. Review shop drawings, change orders, and/or requests for information/clarification.
7. Review invoice/draw requests and provide recommendation to LRA as to appropriate action, in compliance with the construction contract documents.
8. Support LRA 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 each of the Project(s) included in this RFP.

The A/E Firm shall provide hard copy, if necessary, of all Deliverables, in addition to electronic copies to the LRA, and as requested by the LRA during the performance of the A/E 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 LRA.

#### **4.4. Deliverables for A/E Services**

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the LRA because of the performance of the A/E Services. All deliverables and resulting work products from this contract will become the property of the LRA. The A/E Firm shall certify

the accurateness of its deliverables to the LRA. The LRA is required to maintain a high degree of contractor oversight and efficient and effective cost controls.

The A/E Firm will complete the performance of the A/E Services in a timely manner as required and in accordance with the Deliverables and Milestones set forth below. Compliance with the A/E 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:

4.4.1. Reporting  
Requirement  
s:

1. Weekly Status Report – A weekly report which contains the following information:
  - a. Staffing: a description of significant anticipated changes to the staffing plan, including, but not limited to, additions or departures of employees, independent contractors, subcontractors, etc.; promotions and demotions of the aforementioned individuals as it relates to their work; planned vacations or leaves of absence that will impact workflow; and other human resource related information that will affect the provision of the A/E Services.
  - b. 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.
  - c. Needs List: a numbered list of work items, information, or decision points required from the LRA for the week ahead, listed in priority order, with the highest first.
  - d. Meetings Minutes: 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.
  
2. Monthly Presentation – A monthly in-person presentation. Presentation should include a PowerPoint or similar document that provides the status of the overall performance of the A/E Services, including quantifiable metrics.

4.4.2. Phase 1 –  
Preliminary  
Engineering  
Deliverables:

Deliverables for Phase 1 shall be organized in a Preliminary Design Report, certified and stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) 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:

1. Scope of Work (SOW) Document – The SOW shall include all Project's requirements, final SOWs and 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.
2. 30% Preliminary Design Set – This shall include preliminary engineering drawings, sufficient to achieve the 30% completion milestone, stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended, and sufficient to achieve the Preliminary Design phase milestone.
3. Cost Estimate (CE) – Provide a CE for each option, alternative, phase, or component of the Project in accordance with FEMA requirements for applicant-submitted cost estimates, including the use of FEMA Cost Estimating Format (CEF). CE should reflect an appropriate level of detail for each cost item. The CE shall be in accordance with all applicable requirements.
4. Preliminary Project Schedule – Present a preliminary project schedule 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 A/E Firm shall include a phasing plan for construction, if applicable.

4.4.3. 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. Technical Specifications, Cost Estimates, Project Schedules, and other deliverables, further detailed below, shall also be included.

4.4.3.1. *Phase 2A: 50% Construction Documents:*

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

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 Registered Architect (RA) 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:
  - a. Cross sections/elevations
  - b. Project layout/staging areas
  - c. General notes
  - d. Special notes
  - e. Design details
  - f. Specifications
  - g. Calculations and Analysis
  - h. Narratives
  - i. 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 A/E Firm’s liability for errors and omissions.

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 A/E Firm 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 LRA review comments and recommendations, and all regulatory agency approvals.
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.
5. Project Schedule – Present a revised project schedule 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 A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

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

At this stage, 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 because of the LRA review comments and recommendations, and all regulatory agency approvals. Construction Documents shall include all necessary design information for the Project construction, and sufficient to achieve the 100% Construction Document phase milestone.

1. Regulatory Approvals – Regulatory Approvals At this stage of the project all submissions to the LRA 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 A/E Firm shall submit a final status report on all required submittals to the LRA showing actual submittal dates, approvals received, and any unresolved issues, including any objections issued by the applicable regulatory agency.
2. Construction Drawings – This includes all drawing submissions, including all required disciplines, shall show a minimum of one hundred (100%) percent completion. Construction drawings shall be stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico’s Act 173 of August 12, 1988, as amended, and including any necessary revisions thereof. All drawing submissions, including all required disciplines, shall show a minimum of one hundred (100%) percent completion and shall include at minimum:
  - a. Cross sections/elevations
  - b. Project layout/staging areas
  - c. General notes
  - d. Special notes
  - e. Design details
  - f. Calculations and Analysis
  - g. Narratives
  - h. Specifications
  - i. Renderings or Perspectives

The examples provided above do not constitute any limitation on the documentation required to properly contract for the construction of the Projects or limit the A/E Firm’s liability for errors and omissions.

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 LRA's review comments and recommendations, and all regulatory agency approvals.

4. 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.
5. Final Project Schedule – Present a final schedule for approval by the LRA 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 A/E Firm shall also provide a narrative description and diagrams for proposed phasing and staging of the Project construction.

*4.4.3.3. Phase 2C: Construction Bid Documents:*

This submission shall conform to the 100% Construction Documents review comments by the LRA and the approved Deliverables. If the 100% Construction Documents submitted are deemed to be unacceptable for bidding, the A/E Firm will revise the Construction Documents as necessary and resubmit.

1. Scope of Work – Electronic file of the final SOW documents shall be submitted, as approved by the LRA.
2. Construction Drawings – Electronic file of the final 100% Construction Drawings shall be submitted, as approved by the LRA. Construction drawings shall be stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended, and including any necessary revisions thereof.
3. Technical Specifications – Electronic file of the final Technical Specifications shall be submitted, as approved by the LRA.
4. Bid Form - Electronic file of construction bid form in the LRA's approved format shall be submitted.
5. Final Cost Estimate – Electronic file of final cost estimate in the LRA's approved format shall be submitted.
6. Final Project Schedule – Final schedule for the entire Project duration, as approved by the LRA.



7. Permits and Approvals – Submit original of all drawings or documents bearing stamps of approval by each regulatory agency, as applicable to the Project.

4.4.4. Phase 3 – A/E  
Services  
during  
Construction:

During the bidding Process, the A/E Firm shall prepare the following Deliverables, as necessary:

1. Addenda – Addenda drawing, and specifications shall be produced by the Selected Proposer as required in response to contractor questions and requests for information arising during the Pre-Bid Meeting or as otherwise necessary for the clarification of the Bid Documents. The A/E Firm shall submit all addenda, including drawings and specifications, to the LRA for review and approval. The LRA will inform the A/E Firm of all format requirements, including the specific addendum number.
2. Filing and Signature – 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 A/E Firm. The A/E Firm shall send regulatory agency approvals to the LRA.
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:

1. 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 A/E Firm is required to attend all project meetings. These include the Construction Kick-off (Pre-Construction) meeting, job site meetings held every week, and all meetings relating to the construction of the Project. At the job site meetings, the progress of the work is reviewed, and the work coordinated with the contractors. 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.
2. Bi-Weekly Site Visits and Field Inspection Reports – Visit the Project sites bi-weekly for the purpose of preparing a Field Inspection Report. 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 capability will assist the LRA and its consultants in quality control efforts. The Field Inspection Report is the vehicle by which the A/E Firm is empowered to assure that ongoing construction work is following the design intent, details, and specifications, which form the basis of the Construction Documents. The Field Inspection Reports are to be prepared by members of the A/E Firm team who are thoroughly familiar with the Project. The Field Inspection Reports are to be submitted in writing to the LRA within five working days of the site visit. This will enable the LRA 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 Registered Architect (RA) in compliance with Puerto Rico's Act 173 of August 12, 1988, as amended.

3. Review of Shop Drawings, Samples, Cuts and Mock-Ups – Receive shop drawings, samples, cuts, and mock-ups directly from the contractor for review and approval. Review, approve, and distribute submittals per procedures described in the Project's General Conditions. The Shop Drawing Log Form shall be presented to the contractor at the Construction Kick-off (Pre-Construction) Meeting. Contractors shall be responsible for filling in the item submission dates and the delivery dates for approval by the LRA. The A/E Firm shall receive copies of the contractor prepared approved schedules for the submission of shop drawings, samples and catalogue cuts and shall review these lists every two weeks. The A/E Firm shall review and direct modifications if required. The A/E Firm 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 Construction Documents.
4. Review of Schedules of Items and Costs – The A/E Firm shall promptly examine, recommend adjustments to, or indicate approval of, the schedules of items and costs submitted by the contractor. This will allow the LRA to establish a reasonable basis for subsequent partial payments to contractors.
5. Recommendation of Subcontractor Qualifications – The A/E Firm shall review the credentials of the proposed subcontractors for compliance with the special experience requirements.
6. Interpretation of Contract Documents – The Selected Proposer shall interpret Contract Documents, provide clarifications, and make recommendations, by drawing and in writing, as required by the LRA. The A/E Firm shall promptly prepare any supplementary drawings that may be necessary for clarifying the Contract Documents. Supplementary drawings are to be sealed and signed by the A/E Firm. The A/E Firm shall obtain any approvals for supplementary drawings as necessary from applicable regulatory agencies and utilities.
7. Review of Contractor Coordination Documents – The A/E Firm shall review the contractor's coordination documents and promptly report in writing to the LRA on issues relating to meeting the project schedule and achieving the quality of work specified in the Contract

Documents. The A/E Firm shall systematically monitor the progress of all construction work scheduled and promptly report to the LRA any conditions that may cause delays in the completion of the work.

8. Resolution of Design Errors or Omissions – The A/E Firm shall promptly submit to the LRA 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 LRA, the A/E Firm shall promptly provide to the contractors all the documentation necessary to execute the work as revised.
  
9. Construction Punch List – At Substantial Completion the A/E Firm shall participate in the preparation of Construction Punch Lists. The A/E Firm shall submit a list of items for the Punch List to the LRA 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 A/E Firm, the contractor, and the LRA, will be compiled at a job site meeting and shall be part of the minutes of that meeting.

The A/E Firm 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 LRA, and as requested by the LRA 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 LRA.

**4.5. Delivery Schedule for A/E Services**

The Selected Proposer shall perform the Scope of the A/E 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	60 days
Phase 2: Final Design	90 days
Phase 3: A/E Services during Construction	12 – 18 months

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

#### **4.6. Key Personnel Requirements**

The Proposer must identify the key personnel that will be committed to the services requested. Proposer understands that LRA 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 LRA 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 A/E 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 A/E Services. LRA reserves the right to request the removal of any staff not performing to standard.

Any additional staff will require a written authorization from the LRA before the new personnel can commence work. No staff may be assigned to the contemplated contract without the written consent of the LRA, and any Service performed without LRA'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 A/E Services required during Phase 3 – A/E Services during Construction of the Project(s).

##### 4.6.1. Design Manager

The Design Manager (DM) position will be the main point of contact between the LRA and the Selected Proposer during the performance of the A/E 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 LRA; 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 Design Manager in comparable projects, federally funded programs, or related field.

#### 4.6.2. 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 includes 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.

#### **4.7. 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 LRA 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.

#### **4.8. 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). The LRA 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(s).

#### **4.9. Payment Terms and Methods of Payment**

Payments shall be issued for A/E Services provided previously approved by the LRA. It is the Selected Proposer's responsibility to provide all A/E Services and Deliverables as set forth under in Section 4. The Selected Proposer shall submit invoices to LRA based on the progress milestones achieved, the corresponding fees associated with each phase of the A/E Services, as well as the required Deliverables.

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

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

#### 4.10. Penalties and Liquidated Damages

The A/E Services will be subject to the following penalties and liquidated damages:

##### 4.10.1. 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 contract. LRA may impose sanctions against the Selected Proposer for any default. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the Manual, Art. XII, Section 2(a).

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

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

##### 4.10.2. Liquidated Damages

LRA and the Proposer will agree on the timetable for the Deliverables of A/E Services. The Proposer shall pay to LRA, as liquidated damages, \$1,000.00 for each calendar day that a deliverable required is late until deemed in compliance, subject to a maximum of 10% of the contract. Said sum, given the difficulty of accurately ascertaining the loss which LRA will suffer because of delay in the completion of the work herein requested, is hereby fixed and agreed as the liquidated damages that LRA will suffer because of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the LRA's right to indemnification, or the Proposer's obligation to indemnify the LRA, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of LRA. To apply and calculate such liquidated damages, a grace period of **ten (10) days** shall be observed. LRA may deduct and retain out of the monies which may become due to the Proposer, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the LRA, the Proposer shall be liable to pay the difference.

#### 4.11. 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 4**.

#### **4.12. Local Participation, Minority, Disadvantaged, and Women Owned Business Enterprises**

The LRA encourages Proposers to engage local subcontractors, professionals, and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Personnel to the greatest extent possible. Proposers are encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

A/E Services to be performed under the Contract resulting from this RFP shall be subject to the regulations set forth in the C.F.R. 200.321 require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Consultants funded in whole or in part with federal funding assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms, women owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, minority-owned business enterprises (MBEs), WBEs, (together M/WBEs), and labor surplus area businesses participate in contracting.

The LRA recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of the contracts. All participating entities engaged with the LRA must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of LRA's MBE/WBE's subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation.

In any purchase process, LRA will fully comply, as applicable, with the following preference policies, enshrined in the following legal provisions:

1. Act 14-2004, as amended, known as the "Law for the Investment of the Puerto Rican Industry";
2. Act 129-2005, as amended, known as the "Procurement Reserves Law of the Government of the Commonwealth of Puerto Rico";
3. Act 253-2006, known as the "Law of Multiple Selection Contracts in Procurement Processes";
4. Act 42-2018, as amended, known as the "Preference Law for Vendors and Local Construction Suppliers".

LRA will fully comply, as applicable, with certain measures that ensure compliance with the aforementioned public policy and with any other public policy provision that encourages local capital companies to increase their business opportunities, with the purpose of creating more and better jobs for the citizens.

## 5. Proposal Requirements

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

### 5.1. General Requirements

#### 5.1.1. Proposal Execution

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

- Individuals: Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual, shall be attached to the Proposal as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- Partnerships: Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If 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.

#### 5.1.2. Language and Format

All Proposals must be submitted in English. All Proposal documents including, forms, Attachments, Exhibits and graphic proposal shall be on PDF files format.

#### 5.1.3. Page Limit.

While there is no page limit for the Proposals, Proposers are *strongly* encouraged to be concise in their responses.

#### 5.1.4. 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 the requirements set forth in the RFP. LRA reserves the right to reject any Proposal that does not fully satisfy these requirements.

- Cover Page (1 page)
- Cover Transmittal Letter (maximum 2 pages)
- Qualifications, Experience, and Capabilities (maximum 10 pages, excluding required forms)
- Work Approach and Organization
- Cost Proposal
- Required Forms and/or Certifications (see Attachments and Exhibits).

Please refer to Section 5.3 (Technical Requirements) and Section 5.4 (Cost Proposal Requirements) for detailed information related to the required Proposal Sections.

The cover letter should be signed by a person that has full authority to bind the Proposer to the Proposal and to all terms and conditions of the Proposal (if the Proposal team members are a Joint Venture, an authorized representative member may sign the cover letter). Cover Transmittal Letter shall include the following:

- a. Lead Contact Name, Firm or Studio Legal Name
- b. Representative Name
- c. Address
- d. Phone number
- e. Contact email address

**5.2. 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:

5.2.1.Registration Form

All Proposals must include a copy of the Registration Form attached hereto as **Attachment 1** and sent to the LRA by e-mail at [lradevelopment@ira.pr.gov](mailto:lradevelopment@ira.pr.gov) no later than November 15, 2023.

5.2.2.Organization al Documentati on:

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, Certificates of Good

Standing, and Joint Venture Agreements. Refer to Section 5.1.1 for further details. The Proposer must provide organizational documentation of any of its Team Members and/or First Tier Subcontractor/s.

### 5.2.3. Conflicts of Interest

For compliance with this Mandatory Requirement the Proposer must submit with his response to this RFP the following forms and/or certifications:

- **Attachment 8** – Non-Conflict of Interest Certification
- **Attachment 9** – Non-Conflict of Interest on Existing or Pending Contracts Certification
- **Attachment 10** – Limited Denial of Participation Affidavit
- **Attachment 11** – Non-Collusive Affidavit
- **Attachment 12** – Sworn Statement Under Act 2-2018, duly completed and notarized, if applicable.
- **Attachment 13** – Anti-Lobbying Certification

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.

### 5.3. Technical Requirements

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

#### 5.3.1. Qualifications, Experience, and Capabilities

Information should be provided that will enable the LRA to evaluate the Proposer's qualifications and past performance. The Proposer must demonstrate that it has the reputation, managerial, organization, financial and technical capabilities to perform the services under the RFP. A description of the Proposer's organizational history and background shall be provided in this section. This part will have a total maximum score of 60 points. At a minimum, the following items should be addressed in this section of the Proposal:

##### 5.3.1.1. *Statement of Qualifications:*

Proposers shall provide the information requested herein as part of **Attachment 6** (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.

#### 5.3.1.2. *Comparable Project Experience:*

The Proposer must demonstrate that it has 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. For each example, identify (i) a description of the project, (ii) the Proposer's role in the project, (iii) period of performance, and (iv) contact information for the client's contracting officer or similar supervising party for the project. If applicable, a summary of the Proposer's experience in construction projects of a similar nature to the Project(s). To the extent possible, the narrative should specifically describe how the Proposer's experience demonstrates that it has the skills and experience necessary to render the A/E Services required for the Project(s). Include a description of the Proposer's previous experience working and/or designing projects funded by the FEMA, CDBG, and/or other Federal Government agencies. If applicable, a summary of the Proposer's experience working with projects in Solid Waste Management Units (SWMU's) sites under environmental remediation by the US Navy and/or federal agencies, the Comprehensive Environmental Response, compensation and Liability Act (CERCLA) of 1980 and the Resource Conservation and Recovery Act of 1976 (RCRA), and EPA and EQB. These Projects, and their data, will be provided by the Proposer in **Attachment 7** (List of Comparable Projects). This part will have a maximum score of 15 points.

#### 5.3.1.3. *Financial Capabilities:*

The Proposer, in its Proposal, shall also demonstrate that it has adequate financial resources to perform the Services under the Contract. 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 duly 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.

#### 5.3.1.4. *References:*

Each Proposer shall provide at least three (3) past or current clients references for Program Management Services. Proposers will provide for each reference the client's name, contact person, phone, email address and description of services provided in their Proposals. Include letters of recommendations related to the scope and complexity of this Project(s). The Proposers may provide additional references to the minimum required. This part will have a maximum score of 5 points.

5.3.2.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. This section shall clearly state the following:

5.3.2.1. *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. Proposers are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement. Proposers should provide information that will enable the LRA to evaluate the Proposer's ability to timely and completely complete the scope of A/E Services and Deliverables required for the Project(s). Review Section 4.5 for more detailed information as it relates to the Delivery Schedule for the A/E Services. The Work Approach shall consider the 2014 Development Zones Master Plan; and comply with the Roosevelt Roads ROTFU. Proposers shall demonstrate a thorough understanding of the environmental considerations and management of environmental restrictions at NSRR. This part will have a maximum score of 10 points.

5.3.2.2. *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. To the extent one or more companies will be forming a joint venture to accomplish this Project, Proposers should either provide (i) evidence that such joint venture has been formed prior to submission of the Proposal, or (ii) a Term Sheet executed by such companies which identifies the general terms of the joint venture that will be formed, including which company or companies have the authority to make binding decisions on behalf of the joint venture.

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 (s). The Proposer must fill the pertinent Key Staff members information as part of **Attachment 6** (Statement of Qualifications). Refer to Section 4.6 for detailed requirements and roles of each Key Staff member. This part will have a maximum score of 20 points.

5.3.2.3. *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.

#### 5.4. Cost Proposal Requirements

A Cost Proposal will be submitted by the Proposers for each Project separately, and proposed A/E Service fees shall be presented in the Cost Form attached hereto as **Attachment 3**. The Proposer's A/E Service fees compensation will be distributed as follows:

- For Services related to Phase 1 and Phase 2 (A/E 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 **Attachment 3**.
- 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 **Attachment 3**.
- For Services rendered during Phase 3 (A/E 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 **Attachment 3**.

A/E Service fees shall be determined by the Proposer based on (1) customary fees for non-federally funded activities with comparable magnitude, similar nature, and estimate of time required; (2) the nature and scope of the A/E Services required; and, (3) the expertise required, past performance experience and resources qualifications, which are always subject to cost reasonableness pursuant to 2 C.F.R. § 200.459. Fees shall be fair and reasonable consistent with COR3's Disaster Recovery Federal Funds Management Guide and in accordance with the "Colegio de Ingenieros y Agrimensores de Puerto Rico" - Manual for Professional Practices and Guidelines for the Compensation of Professional Services" (CIAPR A/E Tables). The Total Proposal Cost for A/E Services (See Cost Form 3 in **Attachment 3**) must not exceed the FEMA approved budget for A/E Services consistent with FEMA's Cost Estimating Format (CEF) Guide for Large Projects, as applicable to each Project Budget.

The LRA 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(s). A cost and price analysis will be performed by the LRA to ensure cost reasonableness of the A/E Service fees. The Cost Proposal will have a total maximum score of 40 points.

#### 5.5. Oral Presentations

The LRA, at its sole discretion, may require all or short-listed group of the Proposers to participate in virtual oral presentations with the LRA, community groups, or any other parties. Details regarding the date, format and other logistics for oral presentation will be provided to Proposers at a later date.

## 6. Proposal Evaluation and Selection Criteria

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

### 6.1. Evaluation Committee

An Evaluation Committee will be appointed by LRA Executive Director, who will review and score this RFP as well as make final recommendations to the LRA Executive Director. The Committee may rely on specialized advisers, consultants, and/or subject matter experts.

Following receipt, the responses of all Proposers will be reviewed for completeness and analyzed based upon the criteria described in this RFP.

### 6.2. 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. Those Proposer's whose Proposals meet the Proposal Requirements will be evaluated by the Evaluation Committee. A score to each evaluation criteria will be assigned by the Evaluation Committee.

**To be considered "Qualified Proposers", 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 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 Proposers to assist in gaining additional understanding of the Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

### 6.3. 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
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Mandatory Requirements	Pass/Fail
Qualifications, Experience, and Capabilities	60 Points
Work Approach and Organization	40 Points
<b>Maximum Technical Points:</b>	<b>100 Points</b>
Cost Proposal	40 Points
<b>Total Proposal Score:</b>	<b>140 Points</b>
Preference of 5 points M/WBE	5 Points
Preference of 5 points DBE	5 Points
<b>Maximum Total Proposal Score</b> (including Preference)	<b>150 Points</b>

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 Proposers” 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 LRA. **To be considered a “Qualified Proposer”, Proposers need to achieve a technical score greater than or equal to 70 points.**

For 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.

Cost Proposals of the “Qualified Proposers” will be awarded points based on the following formula:

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

**6.4. Negotiations**

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

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

### **6.5. Selection and Award**

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

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

The LRA 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 LRA or the impacted communities.

## **7. Reconsideration and Judicial Review**

### **7.1. Reconsideration**

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

- The procurement title and/or number under which the Protest is made.
- Name and address of the allegedly aggrieved party.
- A summary of the Bids presented in the Auction and a true and concise narrative of the important and pertinent facts.
- A detailed description of the specific grounds for the Protest, including a brief and concise statement of the errors and all supporting documentation.
- A discussion of the errors stated, including the applicable provisions of law and jurisprudence.
- The specific ruling or relief requested.
- A protest bond that shall serve as security for any damages that the protest may cause to the Authority, and which shall consist of fifteen percent (15%) of the Proposal amount,



which shall not be reimbursable. The bond shall be posted in cash, certified check, money order or a bond issued by a company approved by the Office of the Commissioner of Insurance of Puerto Rico.

The Protest shall be addressed to:

Local Redevelopment Authority for Roosevelt Roads  
Centro de Emprendimiento - San Juan  
159 Ave. Carlos Chardón, Piso 3  
Hato Rey, Puerto Rico 00918

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.

## **7.2. 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 LRA 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.

## **8. Conflict of Interest**

The Proposer shall notify to the sub-recipient entity as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable).

The Proposer shall explain the actual or potential conflict in writing in sufficient detail so that the sub-recipient entity is able to assess such actual or potential conflict. Proposers must provide a list of any other current or prior consulting contracts that the firm has/ had with the sub-recipient

entity or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.

In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded.

Note that the LRA may in the future request a list of direct or indirect relationships the Proposer or its professionals have to members of the LRA or Board Members or executives of other public corporations of Puerto Rico. It is necessary to reiterate that all work experience related to the Government of Puerto Rico and/or Private Non-Profit Organizations (PNPs), if any, must be described in detail. The description should include, but not be limited to: (1) time period, (2) resources managed, (3) agencies and/or entities to which services were provided and (4) responsibility in such roles with their respective deliverables.

In the event of real or apparent conflicts of interest, the LRA reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Proposers. The Proposer shall accept any reasonable conflict mitigation strategy employed by the LRA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

The LRA reserves the right to cancel any Contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to LRA's satisfaction.

## **9. Required Certifications**

Article 35 of Act 73-2019, as amended, known as "General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico 2019", establishes that only those individuals or legal entities that are registered in the Sole Registry of Professional Service Providers (RUP, by its Spanish acronym) of the Puerto Rico General Services Administration (PRGSA) may be contracted under a contract of this type. Therefore, Proposers must be registered in the Single Registry of Professional Service Providers when submitting the Proposal. This is a mandatory requirement for State Agencies.

## **10. Non-Discrimination Clause**

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender

identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.

The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Proposer or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Proposer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Proposer shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Proposer shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination based on handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC

12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## **11. Proposer's Errors and Omissions**

The LRA reserves the right to reject a submission that contains an error or omission. Also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proposer, without opening clarifications for all Proposers. Proposers will be provided a reasonable period in which to submit written responses to the LRA requests for clarification or additional information. Proposers shall respond by the deadline stated in the correspondence.

## **12. Federal General Provisions**

Because the costs incurred by the LRA under the Contract awarded pursuant to this RFP are anticipated to be funded by the Federal Government, the contract shall be also governed by any specific terms and conditions set forth by the awarding federal agency(ies). **Exhibit C-1** to this RFP includes the general provisions and required clauses under Federal and Puerto Rico laws.

Proposers are responsible for complying with all legal requirements set forth in **Exhibit C-2** and shall provide a description of experience in dealing with these and any other applicable provisions and requirements and affirmatively certify that Proposer shall comply.

## **13. Bonds and Guarantees**

There are no Bid Bonds and/or Guarantees requirements for this RFP.

## **14. Other Applicable Terms and Conditions**

### **14.1. Familiarity with LRA's Redevelopment Goals and Objectives**

The LRA assumes that the Proposers are fully informed and familiar with the contents of the RFP, including all exhibits attached to the RFP. Proposers who submit a Proposal are responsible for becoming fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the Proposer's roles and responsibilities in the Project. Any failure to become fully knowledgeable of any other matters that might, in any way, affect the Project will be at the Proposer's sole risk. The LRA assumes no responsibility for assumptions or conclusions made by Proposers based on information provided in this RFP or through any other sources. Proposer must complete and issue a Proposal Certification Form, attached hereto as **Attachment 3**.

### **14.2. Reference Documents**

To assist Proposers in preparing to respond to this RFP, the LRA has created a website at [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov). The website contains all exhibits and other documents which will be of assistance in the development of the Proposals.

### **14.3. Authorizations by Proposal**

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

### **14.4. Hold Harmless**

By participating in this RFP process, each Proposer agrees to indemnify and hold harmless the LRA 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 LRA's exclusive negotiations with the Selected Proposer(s).

### **14.5. Public Information**

All information submitted in response to this RFP becomes property of the LRA. The documents and other records submitted to the LRA 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.

### **14.6. Other Terms and Conditions**

Law No. 508 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.

### **14.7. Not a Contract**

Although the intent of this RFP is to enter into a contract with the Selected Proposer, this RFP does not constitute an offer or a contract with any individual or entity, thus no contract of any kind is formed under, or arises from, this RFP. The mere fact that this RFP has been issued does not automatically mean that a contract will be executed with the Proposers. For a contract to exist, basic requirements for contract formation must have been met. Basic requirements are:

- A Proposer has been selected
- The parties fully comply with all legal requirements

- A negotiation on terms and conditions has been accepted by the parties

#### **14.8. Restriction of Damages**

Each Proposer agrees that:

In the event that any or all Proposals are rejected, or this RFP is modified, suspended, or cancelled for any reason, neither the LRA nor any of its officers, employees, contractors, or advisors will be liable, under any circumstances.

By participating in this RFP process, each Proposer agrees to indemnify and hold harmless the LRA 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 LRA's exclusive negotiations with the selected developer(s).

#### **14.9. Disclosure**

As required by Law No. 508, the information submitted by the Proposers will be published on the Internet once the contract is adjudicated, with the exception of the information identified as confidential.

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 LRA.

#### **14.10. No Collusion or Fraud**

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

#### **14.11. URL's links to additional useful content**

- <https://www.rooseveltroads.pr.gov/>
- <https://recovery.pr.gov/en>
- <https://www.fema.gov/disaster/4339>
- <https://www.fema.gov/>