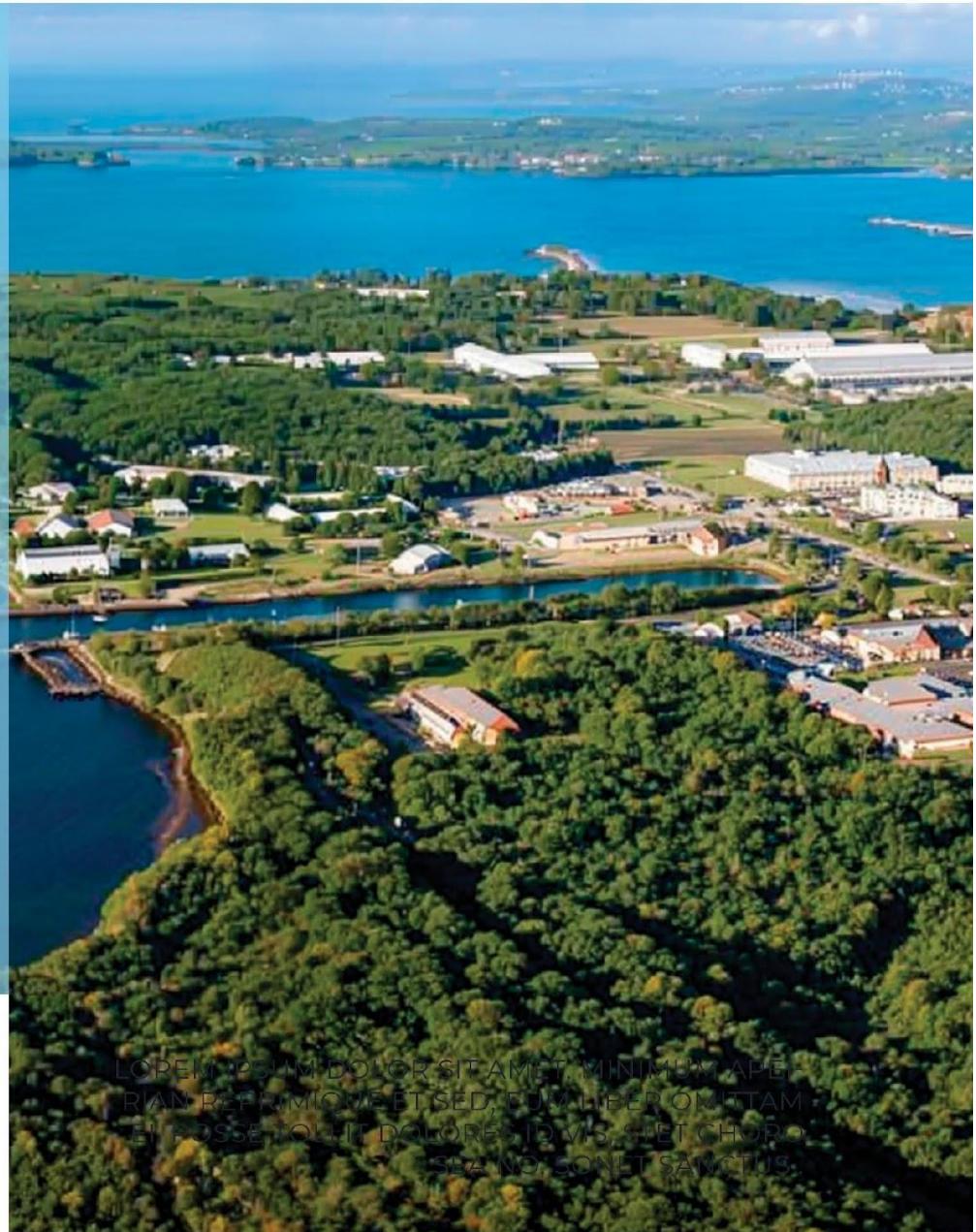


# RFP-#2025-002

## New APRODEC

## &

## Equinoterapia Facilities



LOREM IPSUM DOLOR SIT AMET, MINIMUM APERIAT  
RAN REPRIMIQUE ET SED, FOMI LIBER OMITTAM  
EL FOSSE TOLUIT DOLORE-10 VIS, SLET CHORD  
SEA NO, CONET SANCTUS.



AUTORIDAD DE  
REDESARROLLO LOCAL PARA

**ROOSEVELT**  
**ROADS**

GOBIERNO DE PUERTO RICO



Roosevelt Roads  
Ceiba, Puerto Rico

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## Exhibit List

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

### **Alternate Project Report(s) – Project Scopes of Work (SOWs)**

Alternate Project New APRODEC & EQUINOTERAPIA Facilities Buildings 1211, 2296, 2371  
(FEMA Project 102776, PW – 06977)

Exhibit A-1

### **Maps**

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

Exhibit B-1

Map of Project Site

Exhibit B-2

Map of Environmental Restrictions

Exhibit B-3

### **Legal**

General Provisions and Clauses Under Federal and State Laws

Exhibit C-1

Legal Requirements

Exhibit C-2

Regulation Reg\_LRA\_2024-001

Exhibit C-3

### **2011 Development Zones Master Plan**

2011 Development Zones Master Plan

Exhibit D-1

### **Environmental**

Deed of Ratification Conversion Public Instrument Quitclaim Deed Clean Parcel 3

Exhibit E-1

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

Exhibit E-2

### **Station Map CAD Drawings**

Station Map CAD Drawing

Exhibit F-1

### **Infrastructure Documents**

Infrastructure Potable Water – PROJECT 102776 (for reference only)

Exhibit G-1

Infrastructure Sanitary Water – PROJECT 102776 (for reference only)

Exhibit G-2

Infrastructure Power Lines – PROJECT 102776 (for reference only)

Exhibit G-3

### **Special Flood Hazard Areas Regulation**

Reglamento Áreas Especiales de Peligro a Inundación (Reglamento 13)

Exhibit H-1

## Attachment List

Bidder Registration Form	Attachment 1
Form for Submission of Questions and Requests for Clarifications	Attachment 2
Cost Form	Attachment 3
Proposal Certification Form	Attachment 4
Insurance Requirements	Attachment 5
Statement of Qualifications	Attachment 6
List of Comparable Projects	Attachment 7
Non-Conflict of Interest Certification	Attachment 8
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Limited Denial of Participation Suspension or Debarment Status Affidavit	Attachment 10
Non-Collusive Affidavit	Attachment 11
Sworn Statement Under Act 2-2018.	Attachment 12
Anti-Lobbying Certification	Attachment 13

## 1. Invitation to Submit Proposals and Executive Summary

### 1.1 Executive Summary Overview.

The Local Redevelopment Authority for Naval Station Roosevelt Roads (LRA) is seeking proposals 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. New APRODEC & EQUINOTERAPIA Facilities (FEMA Project 102776, PW #06977)

### 1.2 Invitation to Submit Proposals.

The Local Redevelopment Authority for Naval Station Roosevelt Roads ("LRA"), is issuing this Request for Proposals ("RFP") to obtain comprehensive proposals ("Proposals") from highly qualified proposers (each, a "Respondent") that have expertise and ability 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. New APRODEC & EQUINOTERAPIA Facilities (FEMA Project 102776, PW #06977)

The **RFP #2025-002** process will follow the Regulation Reg\_LRA\_2024-001 attached as [Exhibit C-3](#).

- 1.2.1 Request of Proposal identification number: RFP #2025-002
- 1.2.2 Request of Proposal Issue Date: Dec 19, 2025
- 1.2.3 Scope of Request of Proposal.

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.

1.2.4 Proposal Deadline Date, Time and Location. (February 27, 2026) @ 5:00pm (AST) at the Local Redevelopment Authority for Roosevelt Roads, Comercio y Exportación Building, #159 Chardón Ave. 3<sup>rd</sup> Floor, Hato Rey, PR 00918.

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.

Event	Time and Date
Publication of RFP	19-Dec-25
Submission of Registration Form	On or before January 16, 2026
Pre-Proposal Meeting & Site Visit	January 23, 2026, at 1:30 pm (AST)
Submission of Questions and Request for Clarifications	30-Jan-26
Responses to Questions and Request for Clarifications	6-Feb-26
Proposal Due Date	On or before February 27, 2026, by 5:00pm (AST)
Proposal Evaluation Period (Expected)	From: March 2, 2026
	Up To: March 31, 2026
Notice of Award (Expected)	7-Apr-26
Executed Contract (Expected)	14-Apr-26

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.

1.2.5 Special Instructions with Date, Time, and Location as to where to access the Request for Proposal documents. Documents will be available at our website [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov) from (December 19, 2025), at 5:00pm (AST) through (January 16, 2026) @ 5:00pm(AST). There will be no cost to download the documents.

1.2.6 Bidder Registration Form. Interested bidders must submit the Bidder 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 no later than (January 16, 2025) at 5:00pm (AST). No Bidder Registration Form will be accepted after this date and time.

1.2.1 Mandatory Pre-Proposal Meeting and Site Visit. Will be on (January 23, 2026) at the LRA Office located at the **11205 Building, 2<sup>nd</sup> Floor in Roosevelt Roads Ceiba, Puerto Rico**. Mandatory Pre-Submittal Meeting and Mandatory Property Tour. During such visit, the LRA will provide an overview of this RFP, provide a tour of the Project Property, 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 mandatory Pre-Submittal Meeting and mandatory Project Property tour will be the only opportunity for proposers to visit the Project Property guided by LRA representatives, prior to submission of Proposals. Proposers may visit the Project Property in additional occasions; however, these additional visits need to be previously coordinated with the LRA and will be subject to availability

from LRA personnel. Additional visits will be during normal access hours from 8:00am to 4:00pm (AST).

1.2.2 There are no Bid Bond requirements for this RFP #2025-002.

1.2.3 Reservation of Rights. The LRA reserves the right, in its sole and absolute discretion, to cancel, suspend this RFP process or any or all phases, at any time for any reason. The LRA reserves the right, in its sole and absolute discretion, to Change or amend the business opportunities described in this RFP

### **1.3 Project Description**

As further described in section 3.1, this RFP seeks a Respondent that can implement a feasible approach in the 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.

### **1.4 Bidder Registration Form**

Interested bidders must submit the Bidder 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 (January 16, 2026) at 5:00pm (AST).

### **1.5 Mandatory Pre-Submittal Meeting and Property Tour**

Will be on (January 23, 2026) at 1:30 pm (AST) at the LRA Office located at the **1205 Building, 2<sup>nd</sup> Floor in Roosevelt Roads Ceiba, Puerto Rico**. During such visits, the LRA will provide an overview of this RFP, provide a tour of the Project Property, 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) following the meeting. This mandatory pre-submittal meeting and Project Property tour will be the only opportunity for proposers to view the Project Property guided by LRA representatives, prior to submission of Proposals. Proposers may visit the Project Property in additional occasions; however, these additional visits need to be previously coordinated with the LRA and will be subject to availability from LRA personnel. Additional visits will be during normal access hours from 8:00am to 4:00pm (AST).

### **1.6 Additional Information and Questions**

Each prospective Proposer may submit questions 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 1.2.4 of this RFP to the electronic mailing address specified in Section 1.4 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. All exhibits, additional information, addenda, and any questions/answers received on this RFP will be posted on the LRA's website at [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov). Questions can be submitted via e-mail only to [lradevelopment@lra.pr.gov](mailto:lradevelopment@lra.pr.gov) no later than (January 30, 2026), at 5:00pm (AST). **No telephone inquiries will be accepted.**

**(END OF SECTION 1)**

## 2. NSRR Background and Opportunities

### 2.1 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.

2.1.1 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.

2.1.2 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").

2.1.3 The LRA divided the NSRR Property into nine (9) development zones ranging from an airside industrial park, institutional clusters, to a waterfront district, eco-tourism lodges and housing. See **Exhibit B-1**.

2.1.4 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 Department of Natural and Environmental Resources for conservation purposes, and the Municipality of Ceiba for municipality purposes.

2.1.5 For purposes of negotiating with the Navy, the NSRR Property was divided into three parcels, as shown on **Exhibit B-1**. 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.

### 2.2 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 (now Office of Local Defense

Community Cooperation) 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 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.

**(END OF SECTION 2)**

### 3. Project Description and Scope of Work

#### 3.1 Description of Project.

Projects included in this RFP are being processed by FEMA under the Alternative Public Assistance (PA) Procedures established in Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Under Section 428, FEMA and the Subrecipient agree on a fixed-cost estimate for each project. Once obligated, the Subrecipient assumes responsibility for any cost overruns but may exercise limited flexibility in the use of funds for eligible purposes.

The Subrecipient may also request amendments to a Project's Scope of Work (SOW) under Section 428. To align with LRA's Master Plan, LRA submitted Alternate Project Request for Project 102776. Specific details are provided in Exhibits A-. Accordingly, Professional A/E Services will be required for the following projects funded under FEMA's PA Program for DR-4339 (Hurricane María):

1. New APRODEC & EQUINOTERAPIA Facilities (FEMA Project 102776, PW #06977)

Restoration of Buildings 1211, 2371, and 2296 to pre-disaster condition, incorporating hazard mitigation measures to enhance resilience.

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.

#### 3.2 The Project Property.

New APRODEC is located on Parcel 12 & Equinoterapia Facilities is located on Parcel 7, zone C, subzone C5. The project encompasses an area of 15 acres in total as depicted on [Exhibit B-3](#). Reference [Exhibits B-1](#) through [B-6](#) and [Exhibit F](#) for Project Property information. It is important to establish that the site falls into a Zone X regarding FEMA flood levels maps, therefore the Project must comply with the Special Flood Hazard Areas Regulation (Reglamento Núm.13), attached hereto as [Exhibit H](#).

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.

#### 3.3 LRA's Goals for the Project.

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.

#### 3.4 Scope of the Project.

Project(s) Scopes of Work (SOWs) are divided by FEMA into "Work Completed" Items (WC) and "Work to be Completed" (WTBC) Items. Amended Project(s) Scopes of Work (SOWs) for the WTBC were submitted to FEMA under the Alternate Project Request. SOW details are provided in Section 3 of the *Alternate Project Report*.

1. New APRODEC & Equinoterapia Facilities (FEMA Project 102776, PW# 06977)

Refer to the Scope section included in the **Alternate Project Request** for a detailed description of the proposed WTBC restoration SOW. See [Exhibit A-1](#).

### 3.5 Role of the LRA.

3.5.1 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. The LRA is currently managing and maintaining the electrical transmission and distribution system. The redevelopment project might or will require upgrades to the existing infrastructure and utilities.

3.5.2 The U.S. Navy is currently conducting environmental remediation on approximately 450 acres leased to the LRA under the LIFOC. The LRA is responsible for managing and coordinating these efforts with the Navy for the duration of the remediation. There are no Solid Waste Management Units (SWMUs) or Areas of Concern (AOCs) within the project site, and the site is not identified as SWMU 45, nor is it located near any identified SWMU or AOC. Consequently, the project site is not currently affected by the RCRA Facility Investigation Corrective Measures Study (RFI/CMS) process or potential contamination resulting from historical hazardous waste handling associated with adjacent units. The LRA will serve as the primary liaison between the selected respondent and the U.S. Navy regarding any coordination related to environmental matters should they arise. Additional information on SWMU 45 is provided in [Exhibit E-2](#).

### 3.6 Role of the Selected Respondent.

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.

Phase 1: Preliminary Design

Phase 2: Final Design

Phase 3: Services during Construction

3.6.1.1 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:

3.6.1.1.1 Review and analyze available documentation, including the alternate project report submitted to FEMA reflecting the final Scope of Work (SOW) for each Project (See [Exhibit A-1](#)).

3.6.1.1.2 Perform site visits and detailed inspections, as required, 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).

3.6.1.1.3 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:

- 3.6.1.1.3.1 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.
- 3.6.1.1.3.2 Recommend a final restoration Scope of Work (SOW) for Work to be Completed (WTBC) including the proposed Method of Repair (MOR), based on the site visits, detailed inspections, and value engineering analysis.
- 3.6.1.1.3.3 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.
- 3.6.1.1.3.4 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.
- 3.6.1.1.4 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.
- 3.6.1.1.5 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).
- 3.6.1.1.6 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.
- 3.6.1.1.7 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. The selected A/E firm shall review and provide the necessary support and documentation to respond to RFIs, including gathering and submitting all technical and supporting materials required to address FEMA inquiries and to facilitate project obligation under the Public Assistance (PA) Program. Such RFIs may be required before, during, or after the commencement of the preliminary engineering phase and may relate, but are not limited, to
  - 3.6.1.1.7.1 Scope of Work (SOW) and Methods of Repair (MORs)
  - 3.6.1.1.7.2 Hazard Mitigation Proposals (HMP)
  - 3.6.1.1.7.3 Environmental and Historic Preservation (EHP) Compliance

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

3.6.1.2 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:

- 3.6.1.2.1 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.
- 3.6.1.2.2 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.
- 3.6.1.2.3 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.

3.6.1.3 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:

- 3.6.1.3.1 Interpret plans and specifications when requested by the LRA in response to inquiries by prospective bidders.
- 3.6.1.3.2 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.
- 3.6.1.3.3 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.

3.6.1.3.4 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.

3.6.1.3.5 Attend meetings to answer questions and to provide additional support and analysis in the understanding of the intent of the Contract Documents.

3.6.1.3.6 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.

### **3.7 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:

3.7.1 Reporting Requirements:

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

- 3.7.1.1.1 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.
- 3.7.1.1.2 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.
- 3.7.1.1.3 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.
- 3.7.1.1.4 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.

3.7.1.2 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.

3.7.2 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:

- 3.7.2.1 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.
- 3.7.2.2 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.
- 3.7.2.3 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.
- 3.7.2.4 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.
- 3.7.2.5 Requests for Information (RFIs) Responses–Comprehensive technical documentation, including but not limited to equipment specifications; design documents 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; detailed methods of repair; and any studies or analyses that may be required. The submission shall provide

sufficient information to satisfy FEMA's requirements and clearly document the principles, assumptions, rationale, criteria, and considerations applied in all calculations and decisions related to the Project. The RFI package shall present the recommended methods to comply with the Project's scope, applicable regulations, and performance objectives, as applicable.

3.7.3 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.

3.7.3.1 Phase 2A: 50% Construction Documents:

3.7.3.1.1 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.

3.7.3.1.2 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:

- 3.7.3.1.2.1 Cross sections/elevations
- 3.7.3.1.2.2 Project layout/staging areas
- 3.7.3.1.2.3 General notes
- 3.7.3.1.2.4 Special notes
- 3.7.3.1.2.5 Design details
- 3.7.3.1.2.6 Specifications
- 3.7.3.1.2.7 Calculations and Analysis
- 3.7.3.1.2.8 Narratives
- 3.7.3.1.2.9 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.

3.7.3.1.3 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.

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

3.7.3.1.5 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.

3.7.3.2 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.

3.7.3.2.1 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.

3.7.3.2.2 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:

- 3.7.3.2.2.1 Cross sections/elevations
- 3.7.3.2.2.2 Project layout/staging areas
- 3.7.3.2.2.3 General notes
- 3.7.3.2.2.4 Special notes
- 3.7.3.2.2.5 Design details
- 3.7.3.2.2.6 Calculations and Analysis
- 3.7.3.2.2.7 Narratives
- 3.7.3.2.2.8 Specifications
- 3.7.3.2.2.9 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.

3.7.3.2.3 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.

3.7.3.2.4 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.

3.7.3.2.5 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.

3.7.3.3 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.

- 3.7.3.3.1 Scope of Work – Electronic file of the final SOW documents shall be submitted, as approved by the LRA.
- 3.7.3.3.2 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.
- 3.7.3.3.3 Technical Specifications – Electronic file of the final Technical Specifications shall be submitted, as approved by the LRA.
- 3.7.3.3.4 Bid Form – Electronic file of construction bid form in the LRA's approved format shall be submitted.
- 3.7.3.3.5 Final Cost Estimate – Electronic file of final cost estimate in the LRA's approved format shall be submitted.
- 3.7.3.3.6 Final Project Schedule – Final schedule for the entire Project duration, as approved by the LRA.
- 3.7.3.3.7 Permits and Approvals – Submit original of all drawings or documents bearing stamps of approval by each regulatory agency, as applicable to the Project.

3.7.4 Phase 3 – A/E Services during Construction:

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

- 3.7.4.1 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.
- 3.7.4.2 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.
- 3.7.4.3 Bid Tabulation Analysis – The Selected Proposer shall attend the Bid Opening and review the Bid Tabulation available at the conclusion of the Bid Opening to assist in discovering any bid anomalies.

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

- 3.7.4.4 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.
- 3.7.4.5 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.

- 3.7.4.6 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.
- 3.7.4.7 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.
- 3.7.4.8 Recommendation of Subcontractor Qualifications – The A/E Firm shall review the credentials of the proposed subcontractors for compliance with the special experience requirements.
- 3.7.4.9 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.
- 3.7.4.10 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.
- 3.7.4.11 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.
- 3.7.4.12 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.

### **3.8 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).

#### **3.8.1 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.

#### **3.8.2 Construction Manager**

The Construction Manager (CM) position will oversee and monitor the Project's construction phase, to ensure compliance with building and safety regulations, standards of quality, budget, and the schedule set by the Construction Documents. The CM position responsibilities 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.

### **3.9 Environmental Matters.**

The environmental information provided by the Navy with respect to the Project Site is attached as **Exhibits E-1** through **E-2**.

### **3.10 Infrastructure 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 G-1** through **G-3** for infrastructure information. For detail and further information regarding the facilities and its damages refer to the Alternate Project Reports as **Exhibit A**.

3.10.1 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 G-1**. Projects 102776 does not count with a direct potable water line. The LRA owns, operates, repairs, and maintains the existing sanitary sewer system. See **Exhibits G-1**. A major improvements and upgrades to the existing sanitary sewer system project is in the design phase. The project may include the refurbishments of the main collection lines among other components

3.10.2 The LRA owns, operates, repairs, and maintains the existing sanitary sewer system. See **Exhibit G-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 (2027).

3.10.3 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 **Exhibit G-3**.

### **3.11 Buildings and Tenants**

Existing buildings will be included in the agreement in an "as is, where is" condition. There are tenants occupying buildings within the project property, specifically Equinoterapia Puerto Rico and APRODEC. The selected party will have to coordinate with the Local Redevelopment Authority for Roosevelt Roads (LRA), the tenants, and all involving stakeholders to ensure the rehabilitation meets the programmatic needs of the existing community programs.

### **3.12 Local Business and Hiring Goals**

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:

- 3.12.1 Act 14-2004, as amended, known as the "Law for the Investment of the Puerto Rican Industry";
- 3.12.2 Act 129-2005, as amended, known as the "Procurement Reserves Law of the Government of the Commonwealth of Puerto Rico";
- 3.12.3 Act 253-2006, known as the "Law of Multiple Selection Contracts in Procurement Processes";
- 3.12.4 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.

**(END OF THE SECTION 3)**

## 4. Proposal Requirements

### 4.1 Page Limitation.

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

### 4.2 Language.

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

### 4.3 Cover Transmittal Letter.

Proposers should submit a signed cover letter which acknowledges that the Proposers has received, examined, and is familiar with the RFP, including all exhibits and information posted on [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov). The cover letter must include the following information:

- Name of the organization
- Name of its authorized representative
- Mailing Address
- Telephone number
- Official e-mail address for the organization and for the Respondent's representative.

The cover letter should provide an executive summary of the Proposal; and must be signed by the person that has full authority to bind the Respondent to the Proposal and to all terms and conditions of the Proposal. If multiple team members are included in the Proposal, an authorized representative from each team member may sign the same cover letter or submit separate cover letters containing these representations. The cover letter must correspond to the entity or organization that submitted the bidder registration form, as explained in section 1.2.6 and section 1.4 of this document.

### 4.4 Presentation of Qualifications.

Each Proposal must address all of the following items, in the order listed below, unless noted as optional. The LRA Evaluation Committee reserves the right to either elaborate a checklist for all the documents required and listed in this section and to deduct points during the evaluation process for required documents that were not included within a proposal; or disqualify any respondent who does not meet the requirements listed in this section 4.4 and its sub-sections.

#### 4.4.1 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:

4.4.1.1 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.

4.4.1.2 Comparable Project Experience: The Proposer must demonstrate that it has the experience in projects of similar size and complexity. The Proposer must provide a list of three (3) projects, within the past ten (10) years, in which the Proposer has performed similar Services. 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.

4.4.1.3 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 dully signed by an authorized officer of the Proposer, dated not later than sixty (60) days before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP. This part will have a maximum score of 20 points.

4.4.1.4 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.

4.4.2 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:

4.4.2.1 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 3.8 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.

4.4.2.2 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).

4.4.2.3 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.

#### 4.4.3 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:

4.4.3.1 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](#).

4.4.3.2 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](#).

4.4.3.3 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](#).

4.4.3.4 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.

4.4.3.5 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.

#### 4.5 Deadline for Proposals.

All Proposals must be received by the LRA prior to 5:00 PM (AST) on (EXACT DATE TBD). All Proposals must contain one (1) signed original, seven (7) copies, and one (1) electronic copy on USB Drive. The materials shall be submitted in sealed packages and addressed to:

Local Redevelopment Authority for Roosevelt Roads  
Comercio y Exportación Building  
159 Chardón Ave.  
3rd Floor,  
Hato Rey, PR 00918.

The sealed package should be labeled with the Respondent's name, address, and contact person, and will be time-stamped upon receipt. Electronic, telegraphic, and facsimile offers and modifications will not be considered without express prior written authorization. Any Proposal received after the time and date specified above may be rejected and may be returned to the sender unopened.

#### **4.6 Communications Restrictions.**

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.

**(END OF THE SECTION 4)**

## 5. Selection Criteria and Process

### 5.1 Evaluation Factors.

Proposers will be evaluated based upon the evaluation factors listed below, in no sequential order. All Proposers will be evaluated based on the strength of their entire proposal as compared with the criteria listed below, along with balancing the best interests of the LRA. The LRA Evaluation Committee reserves the right to either elaborate a checklist for all the documents required and listed in this section and to deduct points during the evaluation process for required documents that were not included within a proposal; or disqualify any respondent who does not meet the requirements listed in this section 5.1. Information provided within the Proposals, interviews, responses to questions, best and final offers, and any other information obtained by the LRA may be considered during the evaluation.

<b>Factor 1: Qualifications and Experience</b>	<ul style="list-style-type: none"><li>▪ Statement of Qualification</li><li>▪ Comparable Project Experience</li><li>▪ Financial Capabilities</li><li>▪ References</li></ul>	<b>60 pts</b>
<b>Factor 2: Work Approach and Organization</b>	<ul style="list-style-type: none"><li>▪ Work Approach</li><li>▪ Proposed Key Personnel and Team</li><li>▪ Overall Understanding Applicable Federal and Puerto Rico Local Regulations</li></ul>	<b>40 pts</b>
<b>Factor 4: Cost Proposal</b>	<ul style="list-style-type: none"><li>▪ Proposal cost</li></ul>	<b>40 pts</b>
<b>Factor 5: Local Participation, M/WBE, and/or DBE Businesses</b>	<ul style="list-style-type: none"><li>▪ Minority and/or Women-Owned (M/WBE)</li><li>▪ Disadvantaged Business Enterprises (DBE)</li></ul>	<b>10 pts</b>

### 5.2 Oral Presentations.

The LRA, at its sole discretion, may require all or a 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 presentations will be provided to Proposers at a later date.

### 5.3 Best and Final Offer.

If Proposers are asked to submit a “Best and Final Offer” (BAFO), Proposers are expected to adhere to the additional guidance of the LRA and submit a final revised Proposal for the LRA’s final consideration. Upon receiving the BAFO, the LRA reserves the right to conduct additional rounds of requests for information, interviews, and request further discussions and negotiations if the BAFO lacks adequate information to make a final selection.

### 5.4 Respondent Selection Process.

A phased process has been established by the LRA for selecting a Respondent to proceed with the Project.

5.4.1 This Phase 1, the Request for Proposals (“RFP”) stage, requires the submissions of Proposals and, if requested by the LRA, participation in interviews or submission of responses to

questions or a Best and Final Offer. At the completion of Phase 1, the LRA will select one or more Proposers to participate in Phase 2.

5.4.2 Phase 2 will entail the exclusive negotiation with one or more Proposers selected by the LRA for a specified period of time. If successful, exclusive negotiations will terminate upon the execution of an agreed upon Lease and Development Agreement.

### **5.5 Respondent Selection Timeline.**

The LRA's expected timeline for selection of the Preferred Respondent is set forth in the tables below. Please note that the activities and timetable are only a guide and are subject to change at the LRA's sole discretion.

<b>Event</b>	<b>Time and Date</b>
Publication of RFP	<b>19-Dec-25</b>
Submission of Registration Form	On or before <b>January 16, 2026</b>
Pre-Proposal Meeting & Site Visit	<b>January 23, 2026, at 1:30 pm (AST)</b>
Submission of Questions and Request for Clarifications	<b>30-Jan-26</b>
Responses to Questions and Request for Clarifications	<b>6-Feb-26</b>
Proposal Due Date	On or before <b>February 27, 2026, by 5:00pm (AST)</b>
Proposal Evaluation Period (Expected)	From: <b>March 2, 2026</b>
	Up To: <b>March 31, 2026</b>
Notice of Award (Expected)	<b>7-Apr-26</b>
Executed Contract (Expected)	<b>14-Apr-26</b>

**(END OF THE SECTION 5)**

## **6. Miscellaneous Terms and Conditions Applicable to All Proposers**

### **6.1 Legal Requirements.**

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 applicable Federal and Puerto Rico laws. **Attachment 4** contains the proposal certification form to be signed by the selected Respondent.

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 Respondent shall comply.

### **6.2 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 Respondent'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 Respondent's sole risk. The LRA assumes no responsibility for assumptions or conclusions made by Proposers on the basis of information provided in this RFP or through any other sources. Respondent must complete and issue a Proposal Certification Form, attached hereto as **Attachment 4**.

### **6.3 Questions and Information.**

Any questions, requests for clarification, and general information requests must be sent by e-mail to the LRA at [lradevelopment@lra.pr.gov](mailto:lradevelopment@lra.pr.gov) in accordance with the deadlines set forth above; no telephone inquiries will be accepted. The LRA will provide all prospective Proposers with copies of any questions it receives and any answers, clarifications and/or information it provides in response thereto. Such information will be posted on [www.rooseveltroads.pr.gov](http://www.rooseveltroads.pr.gov) on the section. Only written responses posted on the website will be considered binding.

### **6.4 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.

### **6.5 Amendments to this RFP.**

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.

### **6.6 Authorizations by Proposal.**

Any and all information provided by a Respondent and its team members may be used by the LRA to conduct credit and background checks. The Respondent 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.

### **6.7 Teaming Arrangements and Special Purpose Entities.**

Multiple Proposers may form a joint venture for the purpose of submitting a Proposal. The LRA may require that financial and performance guarantees be provided by the Respondent as well as team members. (Note: the LRA will not be involved in facilitating partnering or teaming arrangements.) When a

joint venture will be utilized, please present information for both entities and include with your Proposal a copy of the legal documentation establishing the joint venture.

#### **6.8 Hold Harmless.**

By participating in this RFP process, each Respondent 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 Respondent(s).

#### **6.9 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, except for financial information required in section 4.4.1.3 which will remain confidential and will not be made public. 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.

#### **6.10 Organizational 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.

#### **6.11 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.

#### **6.12 Not a Contract.**

Although the intent of this RFP is to enter into a contract with the Selected Respondent, 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 Respondent has been selected
- The parties fully comply with all legal requirements
- A negotiation on terms and conditions has been accepted by the parties

### 6.13 Confidentiality of Information Associated to LRA.

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

### 6.14 Reservation of Rights.

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

- 6.14.1 Change or amend the business opportunities described in this RFP.
- 6.14.2 Cancel or suspend this RFP process or any or all phases, at any time for any reason.
- 6.14.3 Accept or reject any Proposal based on the selection criteria and as determined by the discretion of the LRA.
- 6.14.4 Waive any defect as to form or content of this RFP or any response thereto.
- 6.14.5 Not accept any or all Proposals.
- 6.14.6 Select one or multiple developers that will best meet the LRA's needs and objectives, regardless of differences in fees and expenses among Proposers to this RFP.
- 6.14.7 Reject all or any Proposals without any obligation, compensation, or reimbursement to any Respondent or any of its team members; and
- 6.14.8 Extend any date, time period or deadline provided in this RFP, upon notice to all Proposers.

### 6.15 Restriction of Damages.

Each Respondent agrees that:

- 6.15.1 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.
- 6.15.2 By participating in this RFP process, each Respondent 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).

### 6.16 Disclosure.

- 6.16.1 As required by Law No. 508-2004 as amended, the information submitted by the Proposers will be published on the Internet once the contract is awarded, except for the information identified as confidential.
- 6.16.2 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.

### 6.17 No Obligation to Accept Proposals.

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

### 6.18 No Collusion or Fraud.

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

### 6.19 Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

## **6.20 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).

## **6.21 Penalties and Liquidated Damages**

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

### **6.21.1 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.

### **6.21.2 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 for each calendar day that a deliverable required is late until deemed in compliance, subject to a maximum of 10%. 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.

### **6.21.3 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 5.**

**(END OF DOCUMENT)**