



**GOVERNMENT OF PUERTO RICO**  
Ports Authority

**REQUEST FOR PROPOSALS**  
**FOR THE LEASING, DEVELOPMENT, FINANCING,**  
**CONSTRUCTION, AND OPERATION OF A**  
**DRY DOCK MAINTENANCE, REPAIR AND OVERHAUL FACILITY**  
**AT THE PORT OF SAN JUAN, SAN JUAN, PUERTO RICO**

**Issued Date: August 18, 2020**

**Submission Deadline: October 17, 2020, at 4:30 p.m. AST**

**Issued by the Puerto Rico Ports Authority**

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FINANCING, CONSTRUCTION, AND OPERATION OF A  
DRY DOCK MAINTENANCE, REPAIR AND OVERHAUL FACILITY  
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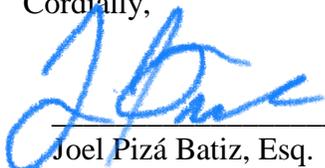
The Puerto Rico Ports Authority, in accordance with the faculties granted by Act No.125 of May 7, 1942, as amended, and Regulation Number 8981 for Bids and Request of Proposals, is seeking Proposals from highly qualified developers and operators of vessel maintenance, repair and overhaul facilities that have the ability and capacity to undertake the leasing, design, construction, operation, and financing of the rehabilitation, improvement, and operation of a Dry Dock Maintenance, Repair and Overhaul (MRO) Facility located between Piers 15 and 16 in the Isla Grande area in the city of San Juan, Puerto Rico.

The complete documents for the Request For Proposals (RFP) can be accessed and downloaded at <http://www.prpa.pr.gov>.

Proponents interested in providing the requested services shall submit one USB Pen or Flash Drive with an electronic PDF file and six (6) hard copies of their Proposal per the instructions set forth on this RFP no later than October 17, 2020, at 4:30 p.m. (AST).

A virtual pre-proposal conference meeting will be held on September 1, 2020, via Zoom. Interested participants should send an email to [ctrinidad@prpa.pr.gov](mailto:ctrinidad@prpa.pr.gov) to receive an invitation to the meeting.

Cordially,



Joel Pizá Batiz, Esq.  
Executive Director

August 18, 2020  
San Juan, Puerto Rico

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## 1. INTRODUCTION

The Puerto Rico Ports Authority (the “Authority”), a public corporation and governmental instrumentality of the Government of Puerto Rico (“Government”) is issuing this Request for Proposals (as the same may be from time to time amended, modified or canceled, the “RFP”) to obtain comprehensive proposals (“Proposals”) from highly qualified developers and operators (“Proponents”) of vessel maintenance, repair, and overhaul facilities that have the ability and capacity to undertake the leasing, design, construction, operation, and financing of the rehabilitation, improvement, and operation of the Isla Grande Dry Dock (“IGDD”) located between Piers 15 and 16 in the Isla Grande area of the Port of San Juan, Puerto Rico, to create a facility capable of servicing all the maintenance, repair and overhaul needs (“MRO Services”) of commercial vessels and private yachts/megayachts (the “Project”). See Attachment A for a depiction and further description of the IGDD. Please note that the term “IGDD” also includes those surrounding areas and facilities identified explicitly as part of the IGDD in the attached Attachment A.

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

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

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

## 2 RFP BACKGROUND

### 2.1 Puerto Rico

Puerto Rico is a United States jurisdiction that is strategically located in the Atlantic Ocean and the Caribbean Sea. Puerto Rico’s constitutional status is that of a Commonwealth of the United States. The United States and Puerto Rico share a common military defense, market, currency, and citizenship.

The people of Puerto Rico are citizens of the United States. According to the 2010 U.S. Census, the population of Puerto Rico is approximately 3,725,789 people. In terms of human capital, the Island has a highly educated and bilingual workforce. Spanish and English are the official languages.

There are no passports or visas necessary for United States citizens traveling to Puerto Rico. United States citizens can travel freely in and out of the Island without going through immigration or customs. Citizens of other countries are subject to the same passport and visa requirements for entering Puerto Rico as for entering the United States mainland. Furthermore, the U.S. Department

of State has recently opened an office in San Juan, Puerto Rico, which provides a wide variety of passport services, which include the issuance on-site and on an expedited basis, of U.S. passports.

The United States Postal Service provides the mail service in Puerto Rico. Local branches are abundant (there are more than five in the San Juan area alone). Other international carriers such as FedEx, UPS, and DHL, provide mail, logistic, and package services in Puerto Rico and also have various offices in San Juan.

Puerto Rico has a diversified economy with manufacturing and services comprising its principal sectors. Puerto Rico's economy is closely linked to the United States' economy. In the fiscal year 2017, Puerto Rico's gross national product was \$70.6 billion, and personal income per capita was \$16,748. As a business destination, Puerto Rico offers the security and stability of operating in a U.S. jurisdiction with an unrivaled array of tax incentives that make it a compelling destination for businesses.

Puerto Rico is considered part of the United States for purposes of U.S. customs duties and immigration. However, Puerto Rico is not considered part of the United States for U.S. income tax purposes. Consequently, no federal income tax is collected from Puerto Rico residents on income sourced in Puerto Rico, except for the income of certain federal employees who are subject to federal income taxes on their salaries. Most federal taxes, except for certain payroll taxes, are not levied in Puerto Rico.

Puerto Rico not only enjoys fiscal advantages but offers a comprehensive physical infrastructure. Puerto Rico has a highly developed highway, port, and airport systems, which allow fast movement of merchandise across and beyond the Island. It also has a state-of-the-art communication network providing Island-wide access to wired and wireless telecommunications, Internet and cable service. Moreover, its location in the Caribbean, midway between Europe, North America and South America, makes Puerto Rico the perfect destination for the development of the proposed Project.

The Island, with an area of 3,435 square miles (9,000 sq. km) — 110 miles long by 39 miles wide — has a mountainous interior and is surrounded by a broad coastal plain where the majority of the population lives. Rainfall averages 69 inches (175 cm) per year and year-round temperatures range from 74°F (23°C) in the winter to 81°F (27°C) in the summer.

Puerto Rico is the easternmost of the Greater Antilles (18 15' N, 66 30' W), and the fourth largest Island in the Caribbean. The Island is located at the crossroads between North and South America, at just three and a half (3.5) hours airtime from New York City, two (2) hours from Miami and Panama City, and one (1) hour from Caracas. Puerto Rico has daily nonstop flights to the main cities in the United States and the Caribbean, as well as direct weekly flights to and from major cities in Canada, Europe, and Latin America.

The Project is adjacent to the Puerto Rico Convention Center District, home of one of the largest convention center facilities in the region, with an area of 600,000 square feet, and the Isla Grande Airport (SIG), a regional airport owned by the Authority with the capacity to receive private jets and charters and fixed-based operators to attend their needs. The Project is also centrally located

with easy access to major highways. The Project is also very close to the Condado, Miramar, and Isla Verde tourist areas, world-class hotels, restaurants, shopping centers, casinos, beaches, and the Luis Muñoz Marín International Airport (SJU).

The Project would be part of the Port of San Juan, the busiest ocean terminal in the Caribbean, and one of the leading cruise ports in the Western Hemisphere. Over the last five years, the Port of San Juan has received, on average, close to 500 cruise ships on 14 cruise lines, 1.4 million passengers, and 2,340 cargo ships moving approximately 8.3 million short tons of cargo per year.

The Caribbean region is critically lacking a leading maritime-industrial center to service commercial vessels and megayachts. The region is undersupplied in this field. Our fiscal advantages, diversified economy, physical infrastructure, human capital, and privileged location make Puerto Rico an ideal location for a first-class facility for maintenance, repair, and overhaul of those vessels.

## **2.2 Fiscal Matters**

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

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

## **2.3 Hurricanes and Recovery Efforts**

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

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

Puerto Rico will move forward in its economic and disaster recovery by investing in infrastructure, people, and the environment. Federal funds from the Federal Emergency Management Agency (“FEMA”) will go some of the way to achieving this vision. But to fully deliver upon all of the economic, infrastructure, and societal goals identified by the Government, private sector creativity and resources will need to be harnessed. Hence, the Authority is exploring the development of the Project as a means to achieve these goals sooner than would be possible with public financing and management.

## **2.4 The Puerto Rico Ports Authority**

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

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

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

## **3 PROJECT DESCRIPTION AND SCOPE OF WORK**

### **3.1 The IGDD**

The IGDD is located between Piers 15 and 16 (Attachment A) in the Isla Grande area in the city of San Juan. The U.S. Navy initially built the IGDD around 1942 and operated the same until 1975, when it leased it to the Authority. The U.S. Navy transferred the facility to the Authority in 1999. Since early 2000, the IGDD has been inactive.

The IGDD’s facilities are approximately 183 meters long, 31 meters wide and 8 meters deep. The IGDD can accommodate ships of up to 81.5 feet beam and with a docking draft of 24.5 feet. In addition, the IGDD’s facilities have a parking area, warehouses, and space for shops. At the height of its use, the IGDD attended over 60 vessels per year, and numerous more were repaired afloat. The east side of Pier 15 could also be used to dock vessels waiting for maintenance, subject to use for other purposes as determined by the Authority.

Proponents must take into account in their Proposals the following: (i) the east side of Pier 15 will be leased by the Authority, similarly to other dock facilities in the Port of San Juan, on a preferential use basis (e.g., when not in use by the tenant, the Authority may allow the temporary

use by a third party), and (ii) the IGDD is located in an area that requires security clearance to access and exit the same. Therefore, and among other security protocols, employees will need to have and renew a Transportation Workers Identification Credential (“TWIC”). The U.S. Transportation Security Administration charges certain fees for the issuance, replacement and renewal of each TWIC.

As to the current condition of the IGDD, please note that all of the service pipes for air, potable water, fire water, steam and sewage have been removed. The floating caisson gate was replaced with a new one in 2006. The IGDD has no pumps, no pump house and no electrical service beyond the substation. There is no operating dry-dock or shipyard equipment other than the dry-dock basin of the IGDD. Proposals must take into account the current state of repairs and conditions of the IGDD and assume the cost of making any and all necessary repairs and/or improvements to IGDD.

### **3.2 Purpose and Intent**

The Authority has the goal of making Puerto Rico the premier destination in the Caribbean for luxury vessels, while fostering the further growth of the service and tourism industries in the Island. A megayacht marina in San Juan is expected to generate substantial economic impact on the local economy. The goal of this RFP is to obtain proposals for the Project so that the Marina Site will provide services, facilities and amenities for the yachting community.

Proposals should purport to convert the IGDD into a leading center for commercial vessel and megayacht repairs, reconstruction, remanufacture, and dry-docking afloat services to the local and international community. Award of the RFP will be to the Proponent whose Proposal, conforming to this RFP, is the most advantageous to the Authority and the Government. Financial terms and other factors further described herein will also be considered.

### **3.3 Scope of the Project**

The Scope of the Project involves refurbishments and improvements to rehabilitate the IGDD and make it operational. Such works include repairing the caisson gate at the southern entry of the dry dock which seals the area and allows water to be pumped out, expand the linear footage available for docking, building above-ground storage, construction of facilities for servicing commercial vessels and yachts. Proposals should also include the provision of MRO Services, including by hosting third-party contractors in woodworking, metal works, fiber glass repair, electrical and mechanical componentry, etc.

## **4 GENERAL RFP PROCESS**

### **4.1 Contact Person**

The Designated Contact Person for the RFP is:

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**Christian Trinidad De Jesús, Esq. – General Legal Counsel****Puerto Rico Ports Authority**Email: ctrinidad@prpa.pr.gov

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Proponents are to limit their contact with the Authority regarding the Project and only proceed through the Designated Contact Person via the designated email or mailing address. Please do not contact any other officials, advisors, or related parties of the Authority via any means other than as provided hereunder. Such contact may serve as grounds for disqualification.

**4.2 Registration**

Only Potential Proponents that registered with the Authority will be permitted to participate in the RFP (“Registered Proponent”). Please note that by registering to participate in this RFP, each Registered Proponent agrees to be bound by all the terms and conditions of this RFP. To be considered a Registered Proponent, the Proponent must complete and file with the Authority the registration form attached hereto as Attachment B (“Registration Form”). Registered Proponents will also be permitted to direct to the Authority questions or requests for clarification regarding the RFP. Non-Registered Proponents will not be allowed to participate in this RFP.

**4.3 Schedule of RFP Process**

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

**4.4 Addenda**

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

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

#### **4.5 Requests for Clarification**

Any questions, requests for clarification, and general information requests must be sent by email to the Designated Contact Person at [ctrinidad@prpa.pr.gov](mailto:ctrinidad@prpa.pr.gov) per the deadlines outlined in Attachment D. No telephone inquiries will be accepted. The Authority will provide all prospective Proponents with copies of all questions it receives and any answers, clarifications, or information it provides in response thereto. The Authority reserves, at its sole discretion, the right to respond or not to any such questions or request for clarification, or general information request. Such information will be posted on the Authority website at <http://www.prpa.pr.gov> on a rolling basis. Only written responses posted on the website will be considered official responses.

#### **4.6 Pre-Submittal Meeting**

Interested Proponents must participate in the Proposal pre-submittal webcast to be held as set forth in Attachment D (“Pre-Submittal Meeting”) or view the video thereafter during the period established on Attachment D. The footage of the Pre-Submittal Meeting will be posted at <http://www.prpa.pr.gov>. Proponents will have to certify to the Authority their compliance with this requirement. Only those Proponents who have participated in or viewed the Pre-Submittal Meeting and attest to doing so may register with the Authority to participate in the RFP (such Proponents, the “Potential Proponents”). The pre-proposal conference meeting will be held on September 1, 2020, via Zoom. Interested participants should send an email to [ctrinidad@prpa.pr.gov](mailto:ctrinidad@prpa.pr.gov) to receive an invitation to the meeting.

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

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

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

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

#### **4.8 Security Payment and Performance**

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

#### **4.9 Tours of the IGDD Site**

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

#### **4.10 Eligibility of Proponents**

The Authority reserves the right to, at any time during the process of this RFP require a Registered Proponent or their controlling entities to:

1. Demonstrate professional and technical expertise in the MRO Services industry.
2. Demonstrate economic and financial ability to undertake the Project by providing the following documents to the Authority for evaluation:
  - a) Original of three (3) commercial recommendation letters, including one (1) from a banking institution.
  - b) Audited financial statements for the last three (3) years.
  - c) Income tax returns for the last three (3) years.
3. Furnish the following documents, as applicable:
  - a) Articles of incorporation, certificate of formation, partnership agreement, or other formation documents.
  - b) By-laws, operating or joint venture agreement, or any other governing documents.
  - c) Certificate of Good Standing.
  - d) Resolution of the Board of Directors or governing organization, as the case may be, authorizing the participation in the RFP process.
  - e) Income Tax Return Submission Certificate issued by the Internal Revenue Area of the Puerto Rico Department of Treasury.

- f) Debt Certificate issued by the Internal Revenue Area of the Puerto Rico Treasury Department or evidence of a complying payment plan.
- g) Tax Return Submission Certificate issued by the Center for the Collection of Municipal Income.
- h) Debt Certificate for all concepts, issued by the Center for the Collection of Municipal Income or evidence of a complying payment plan.
- i) Debt Certificates issued by the Puerto Rico Labor Department for Unemployment Insurance, Temporary Non-occupational Disability Taxes, and Chauffeurs Insurance, or evidence of a complying payment plan.
- j) In-effect policy certificate from the State Insurance Fund Corporation.
- k) Debt Certificate from the State Insurance Fund Corporation.
- l) Debt Certificate from the Administration of Child Support Enforcement.

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

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

## **5. PROPOSAL CONTENTS AND FORMAT REQUIREMENTS**

### **5.1 Contents**

Registered Proponents are to present written and comprehensive proposals for the leasing, design, construction, operation, and financing of the rehabilitation, improvement, and operation of IGDD to provide MRO Services needs of commercial vessels, luxury yachts, and megayachts. The Proposals should include at least the following:

1. Narrative on the Registered Proponent's background and experience in the MRO Services industry.
2. All funding sources intended to defray the undertaking of the Project.
3. A conceptual plan (phased, if applicable) illustrating how the Project would be configured to accommodate commercial vessels, luxury yachts and megayachts.

4. The conceptual plan should show the landside facilities and structures, which would be necessary to support the Project and the maritime-terrestrial zone area necessary for the physical layout of the conceptual plan, including any proposed new construction or development.
5. The conceptual plan shall include:
  - a. Description of landside and marine improvements required to accommodate MRO Services for commercial vessels, luxury yachts and megayachts.
  - b. Total investment proposed by Proponent and proposed financing plan to fund the improvements noted in its Proposal, including any contingencies associated with said financing plan.
  - c. Identification of any special terms or conditions that would be expected from the Authority.
  - d. Timeline for completion of proposed Project, including development and commencement of operations.
  - e. Proposed agreement terms. Currently, the Authority generally envisions that the Project will be structured as a (i) triple net lease agreement on an “as-is, where is and with all faults basis”, with annual payments in advance of rent for the IGDD (except for the area identified in Attachment A as “Dock, Pier 15”, which will be leased on a preferential use basis), rental escalator, Revenue share from the gross income, assignment and change of control only permitted with the Authority’s consent, provisions typically included in leases with a governmental entity, it will be subject to the rules and regulations issued by the Authority with respect to its maritime ports facilities, title to any improvements, at the Authority’s options, to pass to the Authority at the end of the term, without any payment to the tenant, adequate assurances to the Authority of the future performance of its obligations under the lease agreement, in the form of guaranties and/or any other credit support; or (ii) a triple net concession agreement on “as-is, where is and with all faults basis”, with annual payments in advance of fees for the IGDD (except for the area identified in Attachment A as “Dock, Pier 15”, which will be leased on a preferential use basis), fees escalator, assignment and change of control only permitted with the Authority’s consent, provisions typically included in concession agreements with a governmental entity, it will be subject to the rules and regulations issued by the Authority with respect to its maritime ports facilities, title to any improvements, at the Authority’s options, to pass to the Authority at the end of the term, without any payment to the beneficiary of the concession, adequate assurances to the Authority of the future performance of its obligations under the concession agreement, in the form of guaranties and/or any other credit support. Both agreements will (x) be cross-defaulted, and the security deposit in either Agreement will also secure the other; and (y) provide that the tenant and/or beneficiary of the concession must charge, collect and remit to the Authority all the applicable tariffs, charges and/or fees that from time to time the Authority may impose on the activities carried out at the Project.
  - f. Please note that, at this juncture, the Authority does not necessarily favor nor is inclined to (A) lease and concession terms over 20 years; or (B) provide any financing, credit enhancement, guaranty, or equity contribution by the Authority or

any other entity of the Government. Notwithstanding the foregoing, the Authority may consider a change in its current position and negotiating and extending any or all of the items set forth in items (A) or (B) of this subparagraph (vi) if the Registered Proponent offers to the Authority in consideration of negotiating or extending the same, matching economic concessions in favor of the Authority, that may include, but are not limited to, additional capital investment to justify the extended term of the lease or concession, increase in rental rates or profit-sharing with the Authority, services at the IGGD at preferential rates to the Authority, incentives to the clients and customers of the Project to engage in touristic activities in Puerto Rico, among others. Any determination of the Authority to change its current position shall be at its sole and absolute discretion and will take into account the best interests of the Government and any other factors that the Authority deems necessary or convenient to ensure that any such decision is a sound public policy determination.

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

## 5.2 Format

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

### i. Cover Letter

Provide a cover letter describing the Proponent's interest and commitment to developing a full Proposal for the development of the Project and MRO Services as requested in this RFP, and which includes a certification that the information submitted and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Proponent and Team Member(s). The cover letter must clearly identify the Proponent's designated official representative for the engagement, including the following information:

- a. Name of Proponent's official representative
- b. Title
- c. Name of the company
- d. Address
- e. Telephone number
- f. FAX number
- g. Email address of the Proponent's representative

(If there are multiple offices of the Proponent, indicate which one will be primarily responsible for the contract. Indicate which other offices are also involved.)

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

### ii. Table of Contents

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

### iii. Sections

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

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

#### A. Experience and Capacity of Entity and Qualifications of Personnel

This section should contain an introduction, and the background of your entity or its controlling entities demonstrated financial status (including gross annual sales for the current year and net earnings or loss for the most current year), and the ability to finance the undertaking of the Project. Also, demonstrate your entity's technical expertise and experience in the MRO Services industry and any other type of retail/service operations being proposed and how your entity will maintain a high standard of appearance and operation. Include a current list of names and qualifications of officers and key personnel of the corporation or entity.

#### B. Proposal

This section should contain the proposed conceptual plan, including the Project structure's quality, size, theme, personnel or concept, planned dock/space configurations, repair, and improvements

to the IGDD. It should also include a list and detailed explanation of all of the terms and conditions of the Agreement proposed to the Authority for the Project. Additionally, it must identify the nature and extent of the MRO services to be offered to commercial vessels, luxury yachts, and megayachts, as well as the proposed hours of operation. When evaluating the Proposals, consideration will be given to the proposed level of MRO Services to be offered once the operation of the Project commences. The Authority will also consider the environmental impact of the Project and the Registered Proponents plan to mitigate the same under applicable laws and regulations.

*C. Revenue*

This section should contain projected revenues to the Registered Proponent, the Authority, and the Government. Five and ten year-projected revenues for the agreement period should also be furnished.

*D. Credit References*

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

*E. Operational References*

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

*F. Financial Statements*

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

*G. Physical Requirements*

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

*H. Identify Any Special Conditions or Considerations*

This section should describe any special conditions or considerations beyond the physical requirements that the Proponent would request the Authority to consider.

*iv. Commitment to Complying with all Applicable Laws*

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

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

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

## 6. INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS

### 6.1 Proposal Copies and Submission Address

Submit one original and five copies in three-ring binders on 8x11 paper. Please include only one copy of the financial statements in a separate envelope marked "Confidential." Include flash or thumb drive of the entire submission in electronic file format (\*PDF) (please note financial statements should not be included on the flash drive).

These items should be delivered in a sealed package marked "Request for Proposals for the Drydock MRO Facility" at one of (but not both of) the following addresses:

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

Puerto Rico Ports Authority  
 Attention: **Christian Trinidad De Jesús, Esq**  
 P.O. Box 362829  
 San Juan, Puerto Rico 00936-2829

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

Puerto Rico Ports Authority  
 Attention: **Christian Trinidad De Jesús, Esq**  
 64 Lindbergh Street  
 Former Miramar Naval Base  
 San Juan, Puerto Rico 00907

Proponents should not submit promotional materials as part of their Proposal submissions and are strongly encouraged not to provide information that is not required by this RFP. Proponents are further encouraged to be succinct in their Proposals. To the extent there may be applicable page

limits set out in this RFP, a Proponent shall limit such element of its submission to the respective maximum number of pages indicated.

## **6.2 Proposal Submission Deadline**

Proposal submissions must be received or postmarked no later than **October 17, 2020, at 4:30 p.m. AST** (“Proposal Submission Deadline”). Proposal submissions delivered via postal mail or courier shall be postmarked by the Proposal Submission Deadline and received no later than October 21, 2020. Proposals delivered in person must be received no later than the Proposal Submission Deadline.

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

The determination of whether a mailed Proposal is submitted by or before the Proposal Submission Deadline will be based on the postmark (or proof of pick-up by the courier) no later than the Proposal Submission Deadline and physical receipt of the Proposal package on or before October 21, 2020, at one of the above addresses. Proponents are encouraged to submit Proposals using a trackable shipping method and retain the proof of time and date of shipment and delivery as provided by the courier. Proposals shipped after the Proposal Submission Deadline or received after October 21, 2020, will be rejected and returned to Proponents unopened.

## **6.3 Proposal Irrevocability & Validity Period**

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

## **6.4 Modification or Withdrawal of Proposal**

A Proposal that is in possession of the Authority may be withdrawn or altered by the Proponent by letter including the signature and name of the person authorized to submit the Proposal, only if the revocation is received before the time and date of the Proposal Submission Deadline. The withdrawal must be submitted in writing and directed to the Designated Contact Person.

### Clarification of Proposals

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

All such clarification requests by the Authority will be made in writing, and transmitted by email, to the Proponent’s official representative and must be returned, in writing by email, to the Authority’s Designated Contact Person. Proponents are to make appropriate arrangements so that

these clarification questions can be responded to expeditiously (generally within one to three business days).

## **6.5 Errors in Proposals**

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

## **7.0 PROPOSAL EVALUATION AND SELECTION**

### **7.1 Evaluation Process**

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

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

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

The Authority will reserve the right to invite one or more finalist Proponents to attend a mandatory site visit or final interview.

### **7.2 Selection Criteria**

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

- A. Proponent's ability to timely provide the activities listed and contemplated in this RFP;
- B. Financial capability;
- C. Prior MRO facility or port development/operation/management experience;
- D. MRO Services and any other marine services to be provided: type of products/services offered, applicability to proposed users of the Project in a manner consistent with the intent of this RFP; and
- E. Achievement of the goals and objectives outlined in Section 3 of this RFP, taking into account the overall economic return to the Authority and the Government, including, without limitation:
  - (i) Rents, Revenues, and Fees;
  - (ii) Capital investment by the Registered Proponent; and

(iii) Other direct and indirect benefits on the general economic development of Puerto Rico.

### **7.3 Finalist Meetings**

Following submission of proposals, the Authority may select one or more Proponents to be invited to one or more finalist meetings. The purpose of such meetings will be to clarify any aspects of the Proponent's Proposal, clarify any doubts as to the requirements of the RFP and/or confirm that the terms of the envisioned contract are understood by the Proponent to ensure compliance with the specifications. No statement made or action taken by the Authority during these discussions or negotiations shall bind the Authority in any manner. After each interview or meeting with any Proponent, the Evaluation Committee may require the Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting.

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

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

### **7.4 Selection of Preferred Proponent and Contract Execution**

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

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

The execution of a contract will be subject to final approval by the Authority's Board of Directors, as well as any other approvals required by law, including the Puerto Rico Fiscal Agency and Financial Advisory Authority (known as AAFAF in Spanish) and the Financial Oversight and Management Board for Puerto Rico (FOMB). The Authority will not have any binding obligation, duties or commitments to the Preferred Proponent until and unless the Agreement has been duly executed and delivered by the Authority after approval by the appropriate governmental authorities. If the Authority is unable to negotiate a mutually satisfactory agreement with the Preferred Proponent, it may, in its sole discretion, negotiate with the next highest-ranked Proponent or cancel and reissue a new RFP.

## **8.0 MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL PROPONENTS**

### **8.1 Legal Requirements**

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

### **8.2 Reference Documents**

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

### **8.3 Authorizations by Submission of a Proposal**

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

### **8.4 Teaming Arrangements and Special Purpose Entities**

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

### **8.5 Hold Harmless**

By participating in this RFP process, each Proponent agrees to indemnify and hold harmless the Authority and its officers, employees, contractors, and advisors from and against any 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 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 activity related to the Authority's exclusive negotiations with the selected developer(s).

## **8.6 Public Information**

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

## **8.7 Organizational Conflicts of Interest**

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

## **8.8 Other Terms and Conditions**

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

## **8.9 Not a Contract**

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

## **8.10 Confidentiality of Information Associated to the Authority**

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

## **8.11 Reservation of Rights**

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

- (i) Change, modify or amend the business opportunities described in this RFP;

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

### **8.12 Restriction of Damages.**

Each Proponent agrees that:

- (i) If any or all Proposals are rejected, or this RFP is modified, suspended or canceled for any reason, neither the Authority nor any of its officers, employees, contractors or advisors will be liable, under any circumstances;
- (ii) By participating in this RFP process, each Proponent agrees to indemnify and hold harmless the Authority and its officers, employees, contractors, and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with this RFP process. This includes any and all activities related to the Authority's exclusive negotiations with the selected developer(s).

### **8.13 Disclosure**

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

### **8.14 No Obligation to Accept Proposals**

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

### **8.15 No Collusion or Fraud**

Each Proponent certifies per Attachment C and is held responsible for ensuring that its participation in this RFP process is conducted without collusion or fraud.

### **8.16 Disclaimer**

Information provided in this RFP regarding the Project is believed to be reliable; however, each Proponent should rely exclusively on their diligence, analysis, and experts to independently confirm and validate any information or data contained herein, provided in connection with this RFP or needed to form the basis of its Proposal. All proposals submitted to the Authority are subject to public disclosure. An exception may be made for “trade secrets.” Additional information regarding the trade secrets’ requirement is available upon written request.

## **9 REVIEW AND RECONSIDERATION**

### **9.1 Protest**

Per Article XIX of the Regulation and the Puerto Rico Uniform Administrative Procedure Act, Act No. 38-2017, 3 LPRA § 9659, as amended, any Proponent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration (“Protest”) before the Bids Appeals Board no later than twenty (20) days of the date in which the notice of the selection of a preferred proponent is sent via the U.S. Postal Service. A Protest must be in writing, shall be submitted with two (2) copies, and contain the following:

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

The Protest shall be addressed to:

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

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

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

If the Bid Appeals Board does not resolve, address or otherwise resolve the Protest, the term to seek judicial review shall begin to lapse after thirty (30) days of the filing thereof. Details of the Protest process shall be included in the notification regarding the awarding of the RFP.

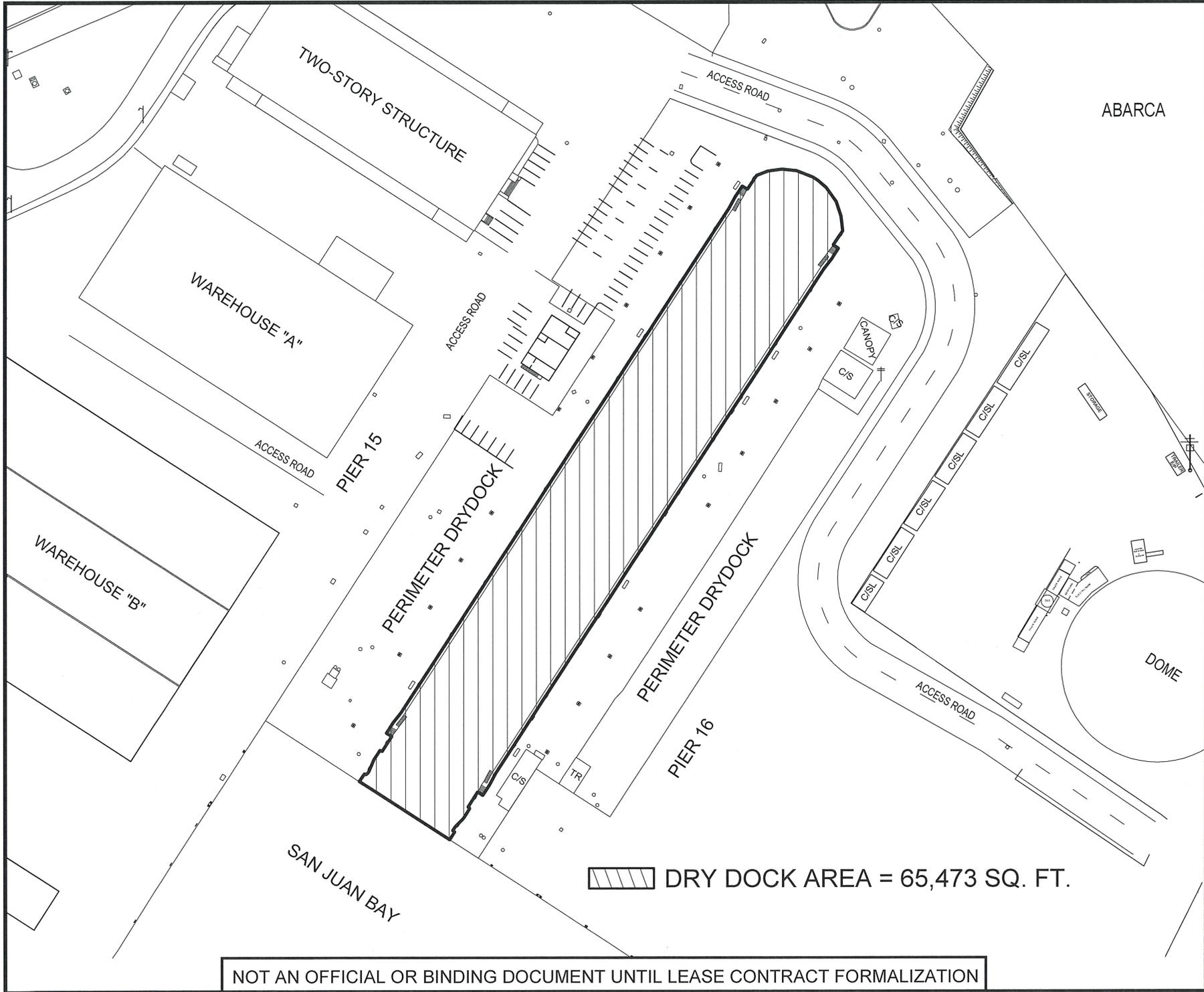
## **9.2 Judicial Review**

Any party adversely affected by a final decision or order by the Bid Appeals Board may seek judicial review before the Puerto Rico Court of Appeals within twenty (20) days from the date in which a copy of the notice of the final decision or order of the Bid Appeals Board is filed. The mere filing of an appeal for judicial review shall not have the effect of paralyzing or staying the award of the contested RFP.

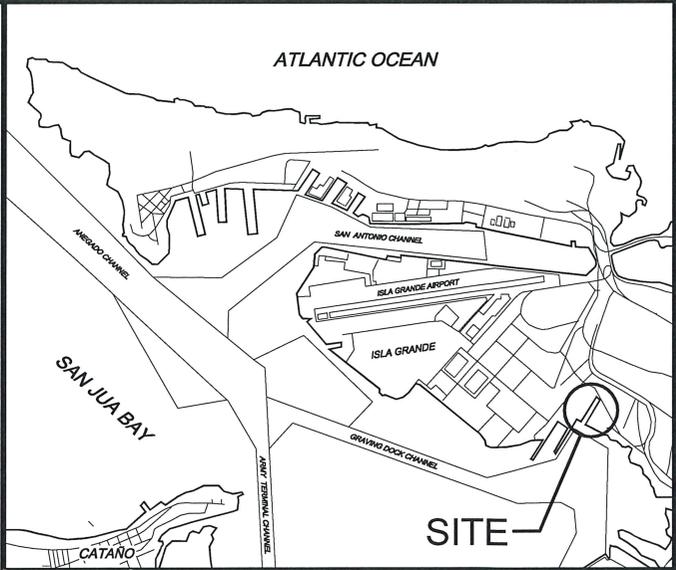
# Attachments







NOT AN OFFICIAL OR BINDING DOCUMENT UNTIL LEASE CONTRACT FORMALIZATION



LOCATION PLAN NOT TO SCALE

DEMONSTRATIVE PLAN (PD-M-261)

<p><b>PUERTO RICO PORTS AUTHORITY</b></p>	<p>PLANNING, ENGINEERING, CONSTRUCTION &amp; ENVIRONMENTAL AFFAIRS BUREAU</p>
	<p>SURVEY DIVISION</p>

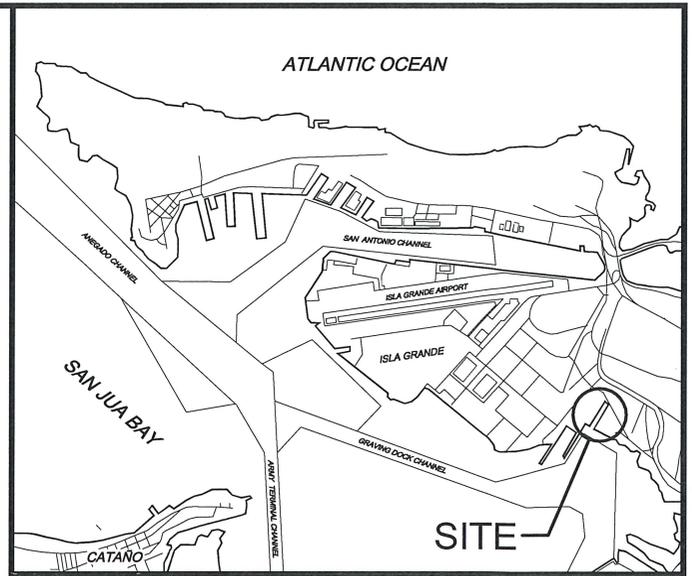
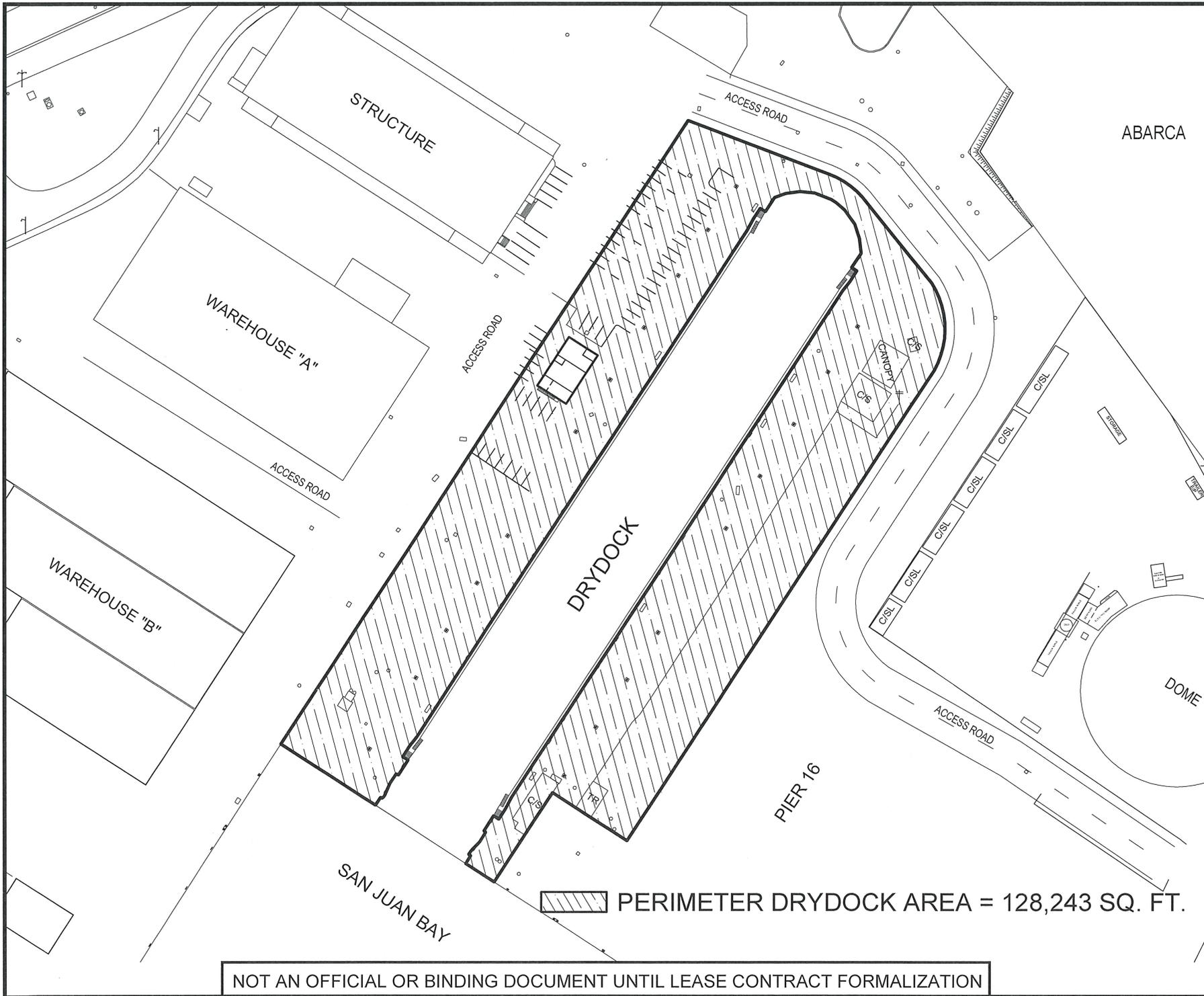
PIER 16, ISLA GRANDE,  
SAN JUAN, PUERTO RICO

REQUEST FOR PROPOSAL (RFP)  
PIER 15 & 16  
MARTIME BUREAU

APPLICATION NO.: M-12-90  
 APPROVED BY:

DEM. PLAN NO.: PD-M-261

DATE: FEBRUARY 19, 2020 SHEET NO.: 3 OF 5  
CBSA



LOCATION PLAN NOT TO SCALE

**DEMOSTRATIVE PLAN (PD-M-261)**

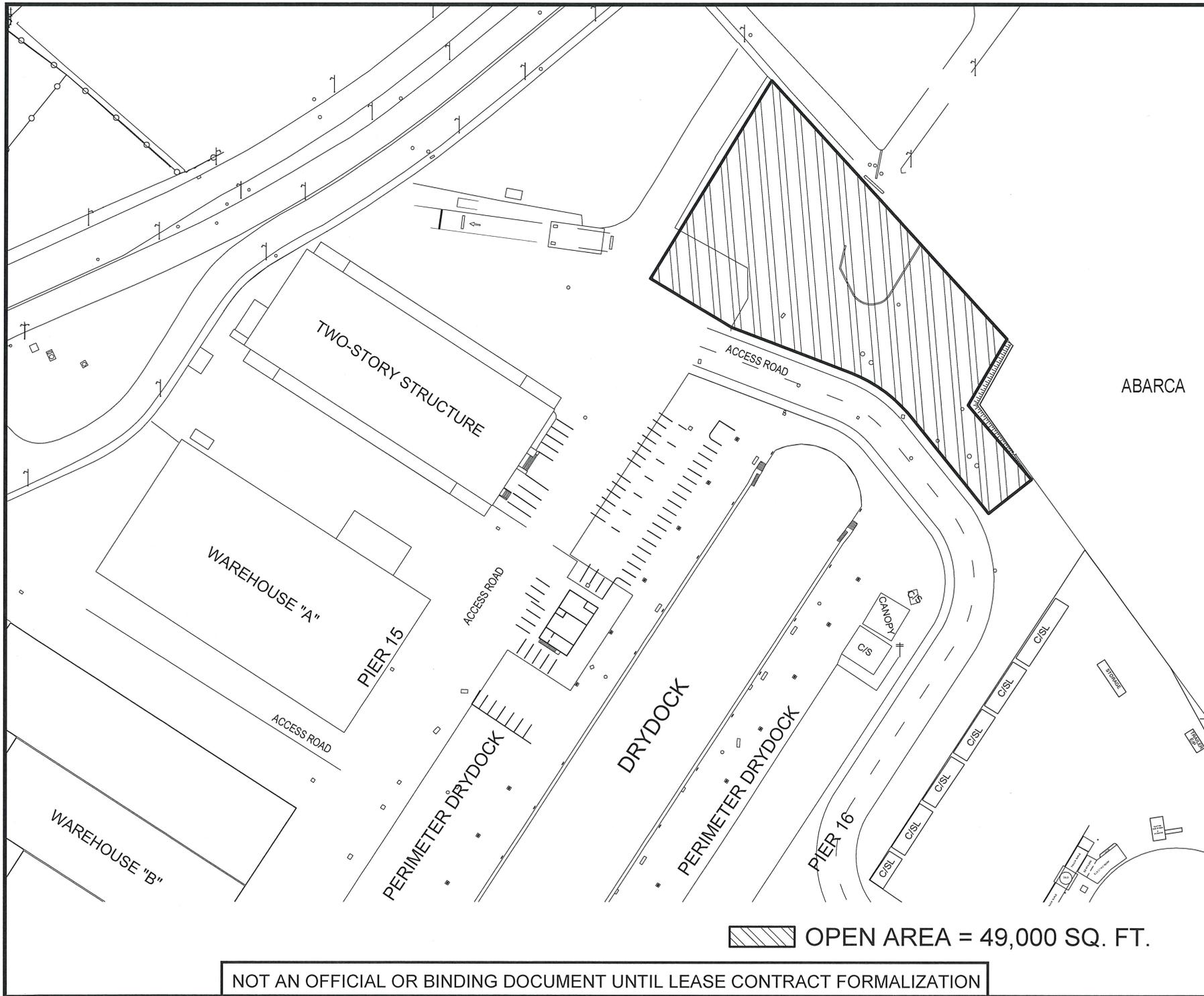
	<p>PUERTO RICO <b>PORTS AUTHORITY</b></p>	<p>PLANNING, ENGINEERING, CONSTRUCTION &amp; ENVIRONMENTAL AFFAIRS BUREAU SURVEY DIVISION</p>
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PIER 16, ISLA GRANDE,  
SAN JUAN, PUERTO RICO

**REQUEST FOR PROPOSAL (RFP)  
PIER 15 & 16  
MARTIME BUREAU**

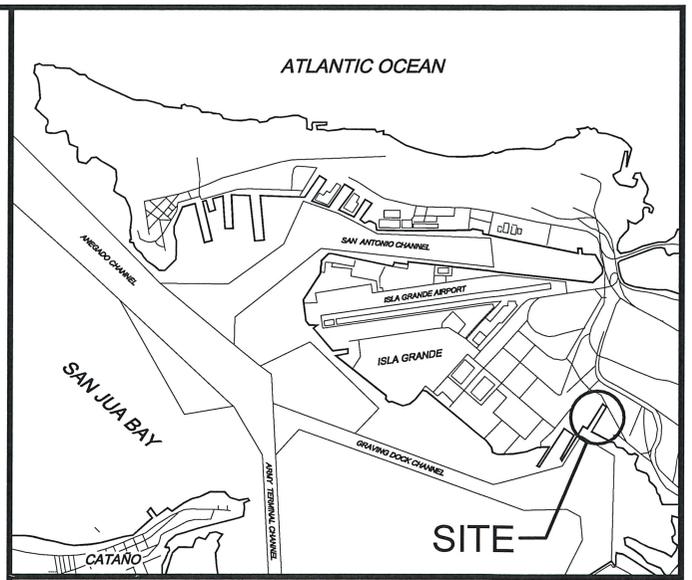
APPLICATION NO.: M-12-90  
 APPROVED BY:   
 DEM. PLAN NO.: PD-M-261  
 DATE: FEBRUARY 19, 2020 SHEET NO.: 4 OF 5  
 CBSA

NOT AN OFFICIAL OR BINDING DOCUMENT UNTIL LEASE CONTRACT FORMALIZATION



 OPEN AREA = 49,000 SQ. FT.

NOT AN OFFICIAL OR BINDING DOCUMENT UNTIL LEASE CONTRACT FORMALIZATION



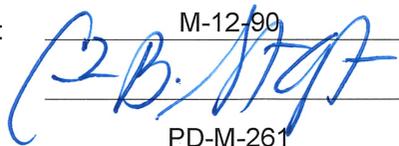
LOCATION PLAN NOT TO SCALE

**DEMONSTRATIVE PLAN (PD-M-261)**

 <p><b>PUERTO RICO PORTS AUTHORITY</b></p>	<p>PLANNING, ENGINEERING, CONSTRUCTION &amp; ENVIRONMENTAL AFFAIRS BUREAU SURVEY DIVISION</p>
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PIER 16, ISLA GRANDE,  
SAN JUAN, PUERTO RICO

**REQUEST FOR PROPOSAL (RFP)  
PIER 15 & 16  
MARTIME BUREAU**

APPLICATION NO.: M-12-90  
 APPROVED BY:   
 DEM. PLAN NO.: PD-M-261  
 DATE: FEBRUARY 19, 2020 SHEET NO.: 5 OF 5  
 CBSA

**Attachment B**

**RFP-PROPONENT REGISTRATION FORM**

**REQUEST FOR PROPOSALS  
FOR THE LEASING, DEVELOPMENT, FINANCING,  
CONSTRUCTION, AND OPERATION OF A  
DRY DOCK MAINTENANCE, REPAIR AND OVERHAUL FACILITY  
AT THE PORT OF SAN JUAN, SAN JUAN, PUERTO RICO**

Proponents participating in the above-referenced RFP must complete the following Proponent Registration Form and send it by email to [ctrinidad@prpa.pr.gov](mailto:ctrinidad@prpa.pr.gov) by September 17, 2020.

**FIRST NAME** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**COUNTY:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WORK PHONE NUMBER:** \_\_\_\_\_

**CELL PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

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

**ANY CHANGE TO THE INFORMATION ABOVE MUST BE SENT TO THE PUERTO RICO PORTS AUTHORITY TO [CTRINIDAD@PRPA.PR.GOV](mailto:CTRINIDAD@PRPA.PR.GOV).**

## Attachment C

### CERTIFICATION

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

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

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

Company:

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Representative Name

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Signature

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Date

**Attachment D**

**SCHEDULE OF RFP PROCESS**

<b>Description</b>	<b>Date*</b>
Issuance of RFP	08/18/2020
Pre-Submittal Meeting	09/01/2020
Deadline for Submission of Proponent Registration Form	09/17/2020
Deadline for Questions on the RFP	10/01/2020
Deadline for Responses to Questions	10/12/2020
Proposal Deadline	10/17/2020
Announcement of shortlist of Registered Proponents	11/02/2020
Interviews with shortlisted Registered Proponents	11/03/2020 to 11/13/2020
Announcement of selected Registered Proponent and commencement of negotiations	11/17/2020
Execute binding agreements	12/31/2020

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