REQUEST FOR PROPOSALS
RFP 2019-001

TEMPORARY PARKING AREA
for
ROOSEVELT ROADS, CEIBA, PUERTO RICO

Issued by the Local Redevelopment Authority
for
Naval Station Roosevelt Roads (“LRA”) on
February 22, 2019

Proposal Deadline for Respondents:
March 15, 2019, at 4:30 P.M. AST

One (1) Original, Six (6) Copies and One (1) Electronic Version of Each Proposal
Shall Be Submitted To:

Local Redevelopment Authority for Naval Station Roosevelt Roads
Fomento Industrial Building
#355 Roosevelt Ave. Suite 106
Hato Rey, PR 00918

For more information, visit
www.rooseveltroads.pr.gov
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EXHIBITS

Exhibit A – Lease Agreement

ATTACHMENTS

Attachment I – Bidder Registration Form
Attachment II – Legal Requirements
Attachment III – “Documentos necesarios para firma de contrato”

APPENDICES

Appendix A – Project Site Location
Appendix B – Proposed Parking Layout and Potential Expansion Area
Appendix C – Navy’s Environmental Reports (for reference only)
Appendix D – Map of LUC 8 and LUC 9 Location
Appendix E1 – EDC Deed of Ratification and Quitclaim Deed for LUC 8
Appendix E2 – EDC Deed of Ratification and Quitclaim Deed for LUC 9
ABSTRACT

The Local Redevelopment Authority for Naval Station Roosevelt Roads is seeking one entity to develop and operate a parking facility at the former Naval Station Roosevelt Roads. Through this Request for Proposals (RFP), the LRA is soliciting proposals from qualified parking management firms to Develop and Operate a surface parking area as detailed herein to augment and enhance the LRA’s parking reserve.

1. INVITATION TO SUBMIT PROPOSALS

1.1 Invitation to Respondents to Submit Proposals. The Commonwealth of Puerto Rico, through the Local Redevelopment Authority for Naval Station Roosevelt Roads (“LRA”), is issuing this Request for Proposals (“RFP”) to obtain proposals (each, a “Proposal”) from qualified firms (each a “Respondent”, and, if selected, a “Parking Operator”) with experience in parking management interested in financing, developing, constructing, operating and managing a surface parking (the “Project”) on behalf of the LRA to be located North of the New Ferry Terminal of the former Naval Station Roosevelt Roads (“Roosevelt Roads”) in the municipalities of Ceiba and Naguabo, Puerto Rico.

1.2 Roosevelt Roads Background. Roosevelt Roads was closed by the Navy in 2004. As a result of an economic development conveyance process, the LRA controls 3,409 acres of land and facilities at Roosevelt Roads (the “LRA Property”). Additional areas of Roosevelt Roads not controlled by the LRA include approximately 3,340 acres under the care of the Conservation Trust, a major airfield with an 11,000 foot runway under the care of the Puerto Rico Ports Authority, and certain other areas controlled by other federal owners (the U.S. Army Reserve, Coast Guard, and Department of Homeland Security) (such property separate and distinct from the LRA Property, the “Remaining Roosevelt Roads Property”).

In collaboration with stakeholders in the surrounding communities and the municipalities, the LRA adopted a plan (the “Roosevelt Roads Master Plan”) to guide land use and future development of the LRA Property with the goal of facilitating the economic development of the eastern region of Puerto Rico.¹

1.3 Parking Facility Opportunity. The LRA is seeking proposals from qualified parking management firms to develop, manage, operate, and administer the parking area as outlined herein in a superior manner and with a high level of financial control to improve the delivery of parking services to the Roosevelt Roads. The successful Operator shall provide “best practice” management services for the LRA’s parking system, including but not limited to the following:

(a) Provide a minimum of two hundred parking spaces, parking area maybe extended as describe in Appendix B;

(b) Manage, operate and maintain the parking facility;

(c) provision handicap parking spaces as require by ADA Standards;

(d) construction of necessary infrastructure, including any capital improvements to meet code requirements and to satisfy performance measures and/or industry standards; and

(e) maintenance of all installation’s facilities, equipment, easements, property, services and/or other tangible property required for the Project.

Currently, approximately 15 Tenants occupy Roosevelt Roads, including a school, law enforcement agencies, the US Army National Guard and Reserve, Department of Homeland Security, and several office tenants. Among the recent development in the area is the Ferry Terminal, a Food Truck Park, a Call Center, three (3) ecotourism companies in the Marina area, a short-term rental development, among others.

Proposals must also accommodate future demand as described herein. As noted above, the LRA Property entails approximately 3,409 acres of land which the LRA anticipates developing over the course of twenty-five (25) years with the uses set forth in the Roosevelt Roads Master Plan.

Each Respondent must present a plan or schedule for service start-up.

Respondents may participate in the RFP process individually or partner with another party to form a teaming arrangement or other joint venture.

1.4 **Rules.** Respondents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with the operation of the Project, and any other matters that might, in any way, affect Respondent’s roles and responsibilities in the Project. Each Respondent acknowledges the risk associated with an unclear regulatory environment and agrees at its own cost and expense, to modify any aspect of the Project in order to comply with any rules and regulations applicable to the Project or that may become applicable to the Project in the future. The LRA shall have no liability for any costs or expenses associated with Respondent’s failure to become fully knowledgeable of any other matters that might, in any way, affect the Project. In addition, the LRA shall bear no responsibility for assumptions or conclusions made by Respondent on the basis of information provided in this RFP, or through any other sources.

1.5 **Mandatory Pre-Proposal Conference and Site Walk-Through.** A mandatory Pre-Proposal Conference and walk-through of the designated area will be conducted on **March 1, 2019 at 10:00 a.m. AST.** The meeting will be held at the Site, located at Roosevelt Roads, Puerto Rico. In order for a Proposal to be considered, each Respondent, or a representative engaged by Respondent, is required to attend the Pre-Proposal Conference and walk-through. If special accommodations are required for attendance, please notify lradevelopment@lra.pr.gov in advance of the conference date and time identifying the special accommodations required.

1.6 **Additional Information.** All exhibits, appendices, attachments, additional information, and any questions/answers received on this RFP will be posted on the LRA's website
at www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP Tab. Questions can be submitted via e-mail only to lradevelopment@lra.pr.gov; no telephone inquiries will be accepted. All information posted on www.rooseveltroads.pr.gov on the RFP’s Tab of the LRA website, is deemed incorporated into this RFP.

2. **PROJECT SUMMARY**

2.1 **LRA’s Development Goals.** The Local Redevelopment Authority for Roosevelt Roads (LRA) recognizes the importance of the provision of quality parking services for all visitors. Through this Request for Proposals (RFP), the LRA is soliciting proposals from qualified parking management firms to Develop and Operate a surface parking area as detailed herein to augment and enhance the LRA’s parking system.

Over the past several years, Roosevelt Roads has seen significant economic growth. The formal Naval Base has attracted development that has changed the face of the area. An influx of visitors has led to new opportunities. The New Ferry Terminal operating from Pier 2 has significant increase the number of visitors in the area.

The LRA is open to examining a wide range of Proposals, so long as the Proposals comply with the guidelines set forth herein. The Project must also comply with the Roosevelt Roads’ terms and conditions of the Lease Agreement herein as Exhibit A.

2.2 **Green Building Design.** In its evaluation of Proposals and as noted in the evaluation table in Section 5, the LRA will award additional points to Proposals representing a more environmentally friendly alternative. The LRA also encourages Respondents to consider including ecological sustainable materials that might reduce runoff water and heat island effect. Developers are encouraged to use other permeable materials rather than asphalt.

2.3 **Environmental.** Respondents should familiarize themselves with the environmental reports and restrictions set forth in Appendix C as applicable to the site.

2.4 **Rates.**

2.4.1 Lease Agreement shall provide that the LRA shall have no obligation to compensate the Developer under any circumstances. The Lease Agreement for the Parking Facility Operation shall provide that the Developer shall have the right to charge a rate for the use of the LRA Property for parking purposes. The LRA anticipates that the Developer shall set rates and charges to be enough to provide for payment of its operation and maintenance, and debt service reserves. The Developer is expected to cover the costs and expenses associated with improvements necessary to provide services.

2.5 **The Role of the LRA.**

2.5.1 The Roosevelt Roads Naval Base Lands and Facilities Redevelopment Authority Act, otherwise known as “Law No. 508,” was enacted on September 29, 2004, and establishes the powers, duties, and responsibilities of the LRA (as amended, “Law No. 508”).
2.5.2 On August 30, 2006, the Office of Economic Adjustment of the Department of Defense recognized the LRA as the local redevelopment authority for purposes of implementing the local redevelopment plan at NSRR. 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 and Amendment No. 1 dated December 11, 2012 (as amended, the “EDC Agreement”) to set forth the terms and conditions of the transfer of the LRA Property to the LRA. Pursuant to 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”). Respondents should be cognizant of the LRA’s obligations under the EDC.

2.6 The Role of the Selected Developer. The selected Developer will be responsible for (i) financing, designing, building, operating, and maintaining the Approved Parking Facility described in its Proposal. The Developer will also be responsible for utilities and other improvements in respect of the foregoing in accordance with one or more licenses, easements and/or agreements to be entered into between the LRA and the Developer. Additional requirements for the selected Developer include:

2.6.1 Development Approvals: Obtaining all requisite regulatory and governmental approvals required for the Project.

2.6.2 Coordinate with the LRA: The Developer will coordinate all activities for site-specific developments with the LRA to minimize disruption of LRA, Tenants or other parties’ operations, as applicable. Prior to the bidding/contractor procurement process, permitting issuance and construction, the design of the facilities requires LRA written approval.

2.6.3 Design: The Developer will define specific design standards and schemes. The LRA further encourages the Developer to propose green building standards for the parking.

2.6.4 Parking Construction: The Developer will be responsible for the construction and coordination of all improvements for the Project within the LRA Property.

2.6.5 Financing: The Developer acknowledges and understands that it is solely responsible for securing financing for construction of any necessary facility, land improvements and infrastructure. The Developer further understands that it is solely responsible for ensuring compliance with the terms and conditions pertaining to the use of Federal funds, grants, subsidies and tax incentives, etc. The LRA makes no representation regarding the availability or feasibility of Federal or other public funding to assist Developer in the Project. Neither the Commonwealth nor the LRA will provide funding to the project.

2.6.6 Environmental Considerations: The Developer shall maintain the amount and type of insurance coverage, including general liability (GO) and pollution liability (PLL) insurance policies, to protect human health and the environment from any and all environmental releases or
damages as specified in the executed Lease Agreement. These policies shall include the LRA as an additional insured.

2.6.7 Indemnity: The Developer shall indemnify, hold harmless and release the LRA from and against any and all claims (i) related to any reclamation arising in connection with the Project and (ii) arising under the construction of the project and during or resulting from its management and operation. As such, Developer agrees to execute an indemnity agreement acceptable to the LRA as part of the Definitive Agreements.

2.6.8 Other Insurances Coverage: The successful company must furnish the LRA with Certificates of Insurance prior to commencement of work. The required coverage shall not be less than the following:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Statutory Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability/Property Damage</td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

2.6.9 Applicable Laws: The Developer must comply with all applicable laws and regulations, including but not limited to ADA.

2.6.10 Maintenance, Operation and Security: The Developer will be responsible for the ongoing customer and accounts service, operation, maintenance and security of the Project, infrastructure, and grounds related to the Project throughout all phases of development.

2.6.11 As-Is: All existing infrastructure and land made available to the Developer will be provided in an "as-is" condition, without representation or warranty by the LRA as to physical or environmental condition of the land or any existing structures.

2.7 Surrounding Communities. Roosevelt Roads is adjoined by the communities of Ceiba and Naguabo. In its evaluation of Proposals and as noted in the evaluation table in Section 5, the LRA will award additional points to Proposals in which the Developer pledges in good faith to fill at least 50% of the jobs created by the Developer to individuals from Ceiba and Naguabo.

3. PROPOSAL REQUIREMENTS

Respondents must submit a complete package in order to be considered. The ideal submission package will identify, in order, the information set forth in Section 3.9 (Proposal Organization).

3.1 Page Limitation. Although there is no page limitation for the Proposals, Respondents are strongly encouraged to be concise in their responses.

3.2 Proposal Language and Currency. All correspondence, documents and related information submitted by Respondents in connection with this RFP shall be written in the English language. Where documents are provided in a language other than English, a complete English
language translation shall also be provided. In such a case, the English language translation shall prevail for the purpose of interpretation and evaluation. All pricing provided in the Proposal shall be clearly stated in United States Dollars.

3.3 **Cost of Preparing Proposals.** Respondents shall bear any and all costs associated with the preparation and submission of their Proposals, including the attendance at the Pre-Proposal Conference. The LRA will not assume any responsibility for such costs, regardless of the outcome of the RFP evaluation.

3.4 **Not Used**

3.5 **Cover Transmittal Letter.** Respondents should submit a signed cover letter which acknowledges that the Respondent has received, examined, and is familiar with the RFP, including all exhibits. Appendices, attachments and information posted on www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab. The cover letter should provide an executive summary of the Proposal. The cover letter should be signed by a 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).

3.6 **Submission of Proposals.** Respondents shall submit one (1) electronic copy on a USB in searchable Adobe Acrobat .pdf and/or Excel formats, as applicable, one (1) unbound original and complete Proposal signed in ink by a representative of the Respondent authorized to make a legal and binding offer, together with six (6) copies thereof, shall be submitted to the address listed in Section 4.2 below by March 15, 2019, on or before but no later than 4:30 p.m. AST. The "original" Proposal and the digital version thereof shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the LRA. Proposals sent by fax will not be accepted.

3.7 **Multiple Proposals.** Respondents are permitted to submit multiple Proposals, each of which shall satisfy the requirements set forth herein. Where multiple Proposals are submitted, each Proposal shall be submitted separately and shall be evaluated independently of each other.

3.8 **Correction of Errors.** The person signing the Proposal must initial erasures or other corrections in the Proposal. The Respondent further agrees that in the event of any obvious errors, the LRA reserves the right to waive such errors in its sole discretion. The LRA, however, has no obligation under any circumstances to waive such errors.

3.9 **Proposal Structure.** Each Proposal should address all of the following items, in the order listed below, unless noted as optional:

    3.9.1 **Part 1: Qualifications and Past Performance of Team.** Information should be provided that will enable the LRA to evaluate the Respondent’s qualifications and past performance. At a minimum, Respondents should provide an organizational chart and information that clearly explains the relationship, as well as the ownership and management structure among the lead Respondent and any team members, their respective roles and contributions to the Project, and the structure of team decision-making. Further, to the extent one or more companies will be forming a joint venture to accomplish this Project, Respondents should provide (i) evidence
that such joint venture has been formed prior to submission of the Proposal, by providing a partnership/joint venture agreement or 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, (ii) Names, addresses and emails of partners; (iii) each principal member’s history, experience and background, assigned areas of responsibility and any legally enforceable agreements or other mechanisms that will be relied on to ensure the partnership’s successful long-term operation, including without limitation, information on past projects and work in Puerto Rico; and (iv) provide the name of the Respondent’s single point of contact who will be the representative authorized to act on behalf of the Respondent’s team.

3.9.2 Part 2: Concept and Development Plan. Information should be provided that will enable the LRA to evaluate the Respondent’s concept and development plan for the Project. At a minimum, the following items should be addressed in this section of the Proposal:

3.9.2.1 Concept and Vision: Respondents should describe in detail their overall concept and vision for the Project.

3.9.2.2 Term: The contract shall be awarded for a minimum term of five (5) years with an option to extend for additional years upon mutual consent.

3.9.2.3 Development Plans: Respondents shall describe: Overall project timeline and phasing plan that describes the Respondent’s strategy and timing for delivering various components of the Project.

3.9.3 Part 3: Financial Offer, Capacity, and Strategy. Information should be provided that will enable the LRA to evaluate the Respondent’s financial capacity to undertake the proposed Project. At a minimum, the following items should be addressed in this section of the Proposal:

3.9.3.1 Pricing: Respondents shall propose the initial and future parking rates that it anticipates charging the users. Respondents shall submit a proposed Schedule of Parking Rates and Charges. Respondents shall indicate the projected earnings that the Respondent anticipates receiving from the Project. These projections should include earnings from parking rates and any other revenue streams that the Project will generate.

3.9.3.2 Payments to the LRA: Respondents shall include a description of proposed payments to the LRA pursuant to the property agreements.

3.9.3.3 Financial Capacity: Respondents shall include a description of the financial capacity of Respondent and provide supporting documentation in the form of annual reports, audited statements, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements. Audited financial statements for the last three (3) years must be provided. If Respondent is a new company, unaudited financial statements, including income tax returns, for the last three (3) years for each holder of equity interests shall be provided. Financial statements can be marked as confidential and submitted separately.
3.9.3.4 Financing Strategy: It is critical to the LRA that Respondents be able to finance their proposed Project. While Respondents are encouraged to familiarize themselves with any available tax benefits, note, neither the LRA nor the Commonwealth of Puerto Rico intends to provide any public subsidy to fill any funding gaps or shortfalls. Respondents should provide a narrative description of the proposed debt and equity composition of the Project and other financial assumptions that will allow the LRA to evaluate the financial feasibility of the proposed Project. It is understood that all assumptions cannot be known at this time, but Respondents are asked to provide their best assumptions and/or specifically identify where it is not possible to make reasonable assumptions. The following information must be provided in this section:

3.9.3.4.1 Respondent’s proposed equity commitment to the Project and the timing of disbursement of that commitment, including letters of commitment from each equity investor for its Proposal, stating the full terms and conditions under which such amounts will be provided to the Project and with a schedule of disbursement consistent with the Respondent’s requirement for construction and permanent financing.

3.9.3.4.2 Satisfactory evidence of Respondent’s ability to secure project debt, including tentative commitment letters from prospective lenders.

3.9.3.4.3 A sources and uses table which includes an initial “order of magnitude” estimate of the cost of the Project along with potential sources and expected construction and development costs. All financial models must be submitted both in print and digital form in an unlocked, fully functional with active formulas in Microsoft Excel.

3.9.3.4.4 A narrative statement explaining the economic feasibility of the proposed development. Respondents should provide full pro forma for the Term describing estimated projected income, operation expenses, debt service, debt reserves, initial reserves, and/or capital reserves for the Project. All financial models must be submitted both in print and digital form in an unlocked, fully functional with active formulas in Microsoft Excel.

3.9.4 Part 4: Local Impact. Information should be provided that will enable the LRA to evaluate the expected local impact from the proposed Project. At a minimum, the following items should be addressed:

3.9.4.1 The LRA’s goal for the redevelopment of the LRA Property is sustainable job creation and economic impact in Ceiba, Naguabo and the eastern region of Puerto Rico, including Vieques and Culebra (the “Eastern Region”). Specify estimated number of direct, indirect and induced jobs to be created during construction and during operation of the Project and the number of jobs to be created allocated to individuals from the Ceiba and Naguabo communities as well as the Eastern Region. The Proposal must describe the activities to be implemented to ensure that employment opportunities, job training and/or business contracts related to the Project are made available to individuals and businesses located in these specific areas.

3.9.5 Part 6: Other. Respondents are also asked to provide the following information:

-11-
3.9.5.1 Security: Provide a detailed description of any physical and cyber security measures to be implemented.

3.9.5.2 Legal Action History: Provide a listing and brief description of all legal actions for the past five years in which any firm that is part of the Respondent’s team has been: a debtor in bankruptcy; a defendant in a lawsuit for deficient performance under a contract or failure to comply with laws or regulations; a defendant in an administrative action for deficient performance on a project or failure to comply with laws or regulations; or a defendant in any criminal action.

3.9.5.3 Acknowledgment of Responsibilities: Respondents should specifically acknowledge and address the following responsibilities: Where these responsibilities are addressed elsewhere in the Proposal, Respondents should reference as such by section and page. The responsibilities of the Developer will be included and more fully developed in the agreements to be negotiated between the selected Respondent and the LRA. For purposes of this Proposal, Respondents should assume the following Developer responsibilities, in addition to those mentioned in Section 1.3 (with the express understanding that the actual Developer responsibilities may be expanded during negotiations):

   3.9.5.3.1 Obtaining all requisite regulatory and governmental approvals to enable the construction, development, operation, maintenance and performance of the Project throughout the Term.

   3.9.5.3.2 Securing financing for construction of the entire Project, including buildings, land improvements, infrastructure, pre-development costs, and any development costs.

   3.9.5.3.3 Complying with all applicable laws and regulations.

   3.9.5.3.4 Working in cooperation with the communities surrounding Roosevelt Roads and existing Tenants in implementing development in furtherance of the LRA’s goals.

   3.9.5.3.5 Developing detailed schedules for the planning, design, financing, construction, operation and maintenance activities. This activity includes the coordination of all agencies, consultants, architects, engineers, contractors, and property management functions.

   3.9.5.3.6 Working in cooperation with the LRA to implement the Project.

3.9.6 Part 7: Lease Agreement. The Developer shall provide specific comments and proposed language, as applicable, for any requested revisions to the outline of the Lease Agreement included within Exhibit A.

3.9.7 Part 8: Other Respondent Representations and Acknowledgments. By submitting a proposal, Respondent shall warrant and represent that it has become fully familiar
with the conditions and terms related to this RFP. The Respondent further represents that it thoroughly understands the Project and its intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as that apply to the Project, and that the Respondent will abide by same. The failure or omission of any Respondent to receive or examine the specifications, or to visit the LRA Property and become acquainted with the conditions there existing, shall in no way relieve the Respondent from any obligations relating to the performance of Project work, or any contract related to the Project. No subsequent claims will be recognized for additional costs of labor, materials, appliances, equipment, etc., or for difficulties encountered that could have been foreseen had such an examination been made.

4. **SCHEDULE AND PROCESS**

4.1 **Proposal Timeline.** The following chart indicates the schedule of events to prepare the Proposal:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 22, 2019</td>
<td>Issuance of RFP. LRA issues this RFP.</td>
</tr>
<tr>
<td>March 1, 2019</td>
<td>Mandatory Pre-Proposal Conference, 10:00 a.m. AST, at the Site, Roosevelt Roads</td>
</tr>
<tr>
<td>March 4, 2019</td>
<td>Submission of Written Questions After the Pre-Proposal Conference. Questions are due by 4:30 p.m. AST on March 4, 2019. Respondents are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be e-mailed to the LRA at the email address listed in Section 4.2</td>
</tr>
<tr>
<td>March 8, 2019</td>
<td>Addenda. Issuance of final Addenda, if any</td>
</tr>
<tr>
<td>March 15, 2019</td>
<td>Proposal Submission. Completed Proposals are due by 4:30 p.m. AST on March 15, 2019, at the address set forth in Section 4.2. All Proposals will be time-stamped upon receipt and held in a secure place until this date.</td>
</tr>
<tr>
<td>On or about March 22, 2019</td>
<td>Identification of highest ranked Respondent; negotiations to commence on the Definitive Agreements between LRA and highest ranked Respondent</td>
</tr>
<tr>
<td>On or about April 5, 2019</td>
<td>Execution of Definitive Agreements.</td>
</tr>
</tbody>
</table>

4.2 **Interpretations and Addenda.** No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Respondent with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Respondents must request such interpretations or clarifications in writing from the LRA. Address requests for information or clarification of this RFP to [ltradevelopment@lra.pr.gov](mailto:ltradevelopment@lra.pr.gov). When submitting questions, please reference the RFP page and topic number.

After the Pre-Proposal Conference, questions must be submitted in writing in accordance with the schedule set forth in Section 4.1. In the case of questions not submitted in a timely manner, the LRA
will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Respondent questions or issuing addenda to the RFP, the LRA will post the answer or information online at www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab.

Proposals shall be submitted to:

Local Redevelopment Authority for Naval Station Roosevelt Roads
Attention: Ian Carlo Serna
Executive Director LRA
Fomento Industrial Building
#355 Roosevelt Avenue, Suite 106
Hato Rey, PR 00918
E-mail: lradevelopment@lra.pr.gov

The LRA reserves the right to disqualify any Respondent who contacts a government official, employee, or agent concerning this RFP in a manner not in accordance with this section. Nothing in this section shall prohibit the LRA from conducting discussions with Respondents after the Proposal due date.

5. EVALUATION PROCESS

As part of the evaluation process, the LRA Evaluation Committee, the LRA Selection Committee and the LRA Board of Directors may engage in discussions with or submit additional written questions to any Respondent. Discussions might be held with individual Respondents to determine in greater detail the Respondent’s qualifications, to explore with the Respondent the scope and nature of the required Scope of Work, to learn the Respondent’s proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at the Definitive Agreements that will be satisfactory to the LRA.

Respondents will be evaluated based upon the evaluation factors with associated evaluation point opportunities as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Key Metrics</th>
<th>Point Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent financial history and performance</td>
<td>Ability of Respondent, directly or through parent guaranty or other credit enhancement, to financially support its obligations in the Proposal</td>
<td>10</td>
</tr>
<tr>
<td>Parking operation and maintenance experience</td>
<td>Experience of Respondent in similar projects</td>
<td>15</td>
</tr>
<tr>
<td>Green Building Solutions</td>
<td>Commitment level to provide permeable materials/parking surface</td>
<td>15</td>
</tr>
<tr>
<td>Evaluation Criteria</td>
<td>Key Metrics</td>
<td>Point Allocation</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Proposed rate structure to parking users</td>
<td>Detailed description of separate rates for parking users</td>
<td>5</td>
</tr>
<tr>
<td>Cost response including parking rates and charges</td>
<td>Detailed description of parking rates and other service charges</td>
<td>10</td>
</tr>
<tr>
<td>Compliance with ADA Path of Travel requirements</td>
<td>Provide access from parking to Ferry Terminal either transportation via shuttle service or build sidewalk from parking to terminal</td>
<td>5</td>
</tr>
<tr>
<td>Revenue sources to the LRA</td>
<td>Amount of basic rent and gross revenue % proposed to the LRA for the leasing of property</td>
<td>15</td>
</tr>
<tr>
<td>Time to execution</td>
<td>Proposed timeframe to commercial operation of lease. Ideal operation commence date mid-2019</td>
<td>10</td>
</tr>
<tr>
<td>Comments to Lease Agreement</td>
<td>Extent of comments to Lease Agreement as such relate to likelihood of achieving agreement on Agreement</td>
<td>5</td>
</tr>
<tr>
<td>Local job creation and business contracting</td>
<td>Amount of likely local job creation with a bonus for commitments to source at least 50% of jobs from communities neighboring Roosevelt Roads</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The LRA may in its discretion require one or more Respondents to make presentations to the Evaluation Committee or appear before the LRA and/or its representatives for an interview. During such interview, the Respondent may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the LRA deems appropriate. Respondents will be notified in advance of the time and format of such meetings.

After submission of Proposals and review by the evaluation committee, the Board of Directors of the LRA will make the final determination of which Respondent’s Proposal is selected to first engage in exclusive negotiations with the LRA. Upon such determination, the LRA will notify the successful Respondent and promptly commence negotiations of the Lease Agreement and any related documents with the Respondent. In the event that the Board of Directors does not issue its determination within one hundred eighty (180) calendar days after the Proposal submission deadline set forth on the cover page to this RFP, each Respondent may request that its Proposal be withdrawn from consideration.
6. **Lease Agreement**

An outline of terms and conditions of the Lease Agreement that the selected Respondent will be expected to enter into will be posted on the LRA’s website shortly and, after posting, will be deemed to be incorporated herein as Exhibit A. Per Section 6.1, each Respondent must state specifically in its Proposal any exceptions to the terms and conditions of the Lease Agreement, and any proposed additional terms or conditions thereto deemed important by the Respondent. The LRA will take any such exceptions and proposed additions into account during the evaluation process as noted in the above evaluation chart. Any individual terms and conditions that the Respondent does not specifically object to will be incorporated into the Lease Agreement. The terms and conditions set forth in the draft Lease Agreement are not all inclusive. Respondent acknowledges that the LRA may propose additional terms and conditions based on the responses to this RFP and the LRA’s analysis of the successful Respondent’s Proposal.

6.1 **Exceptions to the RFP and the Lease Agreement.** An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP, including the draft Lease Agreement. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP including the relevant sections of the Lease Agreement. Other than exceptions that are stated in compliance with this section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Respondent’s solution, must be described in detail. If exceptions are not identified in the Proposal, such individual exceptions by Respondent may not be considered during negotiation of the Lease Agreement. If legal counsel needs to review the terms and conditions of the Lease Agreement before the Respondent can sign the Lease Agreement, such reviews must be completed before the Proposal is submitted.

7. **MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL RESPONDENTS**

7.1 **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 in accordance with the deadlines set forth above; no telephone inquiries will be accepted. The LRA will provide all prospective Respondents 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 on the RFP’s/ParkingRFP tab section, on a rolling basis. Only written responses posted on the website will be considered binding.

7.2 **Reference Documents.** To assist Respondents in preparing to respond to this RFP, the LRA has created a website at www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab. The website contains all exhibits and other documents which will be of assistance in the development of the Proposals.

7.3 **Amendments to this RFP.** This RFP may be amended by formal amendment, document, letter, or facsimile. If this RFP is amended, then all terms and conditions that are not amended remain unchanged. Any amendments will be posted on the RFP’s/ParkingRFP Tab of
www.rooseveltroads.pr.gov and sent via email to Respondents that submitted a Bidder Registration Form.

7.4 **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. 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 development 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 Respondents make presentations to the LRA, community groups, or others.

7.5 **Teaming Arrangements and Special Purpose Entities.** Multiple Respondents may form a joint venture for the purpose of submitting a Proposal. A special purpose entity may be created for the purpose of submitting a Proposal. 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, as further described in Section 3.9.1.

7.6 **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 Developer.

7.7 **Public Information.** All information submitted in response to this RFP becomes property of the LRA. The documents and other records submitted to the LRA are part of the public record and subject to public disclosure; accordingly, information submitted should be expected to be subject to public availability. Therefore, any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.

7.8 **Organizational Conflicts of Interest.** Each Respondent should clearly identify in its Proposal any person or entity that has assisted the Respondent to prepare its Proposal that has advised, or is currently advising, the LRA on any aspect of the Project or the redevelopment of the LRA Property.

7.9 **Other Terms and Conditions.** Law No. 508 and its regulations, including but not limited to the LRA regulation for Request of Proposals, 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.
7.10  **Not a Contract.** This RFP does not constitute 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.

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

7.12  **Reservation of Rights.** The LRA reserves the right, in its sole and absolute discretion, to:

7.12.1 Change or amend the business opportunities described in this RFP;

7.12.2 Cancel or suspend this RFP process or any or all phases, at any time for any reason;

7.12.3 Accept or reject any Proposal based on the selection criteria and as determined by the discretion of the LRA;

7.12.4 Waive any defect as to form or content of this RFP or any response thereto;

7.12.5 Not accept any or all Proposals;

7.12.6 Select one or multiple Respondents that will best meet the LRA’s needs and objectives, regardless of differences in fees and expenses among Respondents;

7.12.7 Reject all or any Proposals without any obligation, compensation or reimbursement to any Respondent or any of its team members; and

7.12.8 Extend any date, time period or deadline provided in this RFP, upon notice to all Respondents.

7.13  **Restriction of Damages.** Each Respondent agrees that:

7.13.1 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.

7.14  **Disclosure.**

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

7.14.2 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.
7.15 **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.

7.16 **No Collusion or Fraud.** Each Respondent is held responsible to ensure that its participation in this RFP process is conducted without collusion or fraud.

7.17 **Review of LRA’s Decision.** Any party affected by LRA’s decision can request review in accordance with Act Number 38 of June 30, 2017.
Attachment I

Bidder Registration Form

Developers and investors participating in the RFP processes should complete the following Bidder Registration Form and send it by email to: lradevelopment@lra.pr.gov or bring a hard copy to the Mandatory Pre-Proposal Conference, by 10:00 a.m. AST, at the Project’s Site in Roosevelt Roads by March 1, 2019:

First Name ___________________________ Last Name ___________________________

Title ________________________________________________________________

Company ______________________________________________________________

Address ______________________________________________________________

City________________________ State__________ Zip Code________________________ Country ______

Email ________________________________________________________________

Work Phone Number ________________ Cell Phone Number ________________

Fax Number ________________

All RFP update information will be sent by the LRA from lradevelopment@lra.pr.gov and posted to our website www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab.
1. **Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico**

All respondents shall comply with article III, Act No. 2 of 2018, known as the ‘Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico’. The acceptance of the norms established therein is an essential and indispensable condition in order to execute transactions or enter into agreements with the LRA. Also, the LRA follows the pertinent state and federal laws regarding potential organizational conflicts of interest.

The Code of Ethics applies to any natural or juridical person, or groups of persons or associations, that wishes to establish a contractual, commercial or financial relationship with Executive agencies (including public corporations and instrumentalities of the Commonwealth of Puerto Rico). Also, the Code of Ethics defines a ‘conflict of interest’ as a situation in which the personal or financial interests of the contractor or supplier is, or could reasonably be, in contravention of the public interest.

Therefore the Code of Ethics requires, among other things, that respondents comply with the following ethical obligations and responsibilities:

- a. disclose all information needed by the LRA to evaluate the transactions in detail, and make correct and informed decisions;
- b. observe the precepts and principles of excellence and honesty that cover his/her profession, in addition to the norms or canons of ethics of the association or college of which he/she is a member and that regulate his/her trade or profession in the relationship with their competitors as well as with the Commonwealth of Puerto Rico;
c. not offer or deliver, directly or indirectly, goods of monetary value, contributions, gifts, gratuities, favors, services, donations, loans or share in any commercial or legal entity to a public servant or former public servant or a member of his/her family, with which he/she desires to establish a contractual, commercial or financial relationship;

d. not intervene in matters that could result in a conflict of interest or that could appear as such. Therefore, no person shall contract with the LRA if there is any conflict of interests.

Every respondent shall certify that he/she does not represent private interests in cases or matters that imply conflicts of interest, or of public policy, between the LRA and the private interests he/she represents; and

a. not to use confidential information acquired in the course or as a result of any negotiation that has been entrusted to him/her through a contract by the LRA, for purposes foreign to the contracted endeavor, not obtain, directly or indirectly, any financial advantage or benefit for him/herself, for any member of his/her family unit, or another other person, business or entity.

Also, the Code of Ethics imposes certain obligations on private parties that are geared towards preventing that one party have an “unfair advantage” over another. In that sense, the LRA considers that an unfair advantage may arise when a prospective respondent has information about the Project that is not generally available to all other prospective respondents, and that such information may be material to an outcome related to the Project. An unfair advantage may also arise if a prospective respondent is in a position to influence the outcome of the competition through a relationship with the LRA.

As a result, prior to submitting a proposal or response to an RFQ/RFP, each potential respondent shall conduct an internal review of its current affiliations and shall require its team members to identify actual, potential or perceived conflicts of interest or unfair advantages relative to the anticipated procurement. Potential respondents are notified that prior and existing contractual obligations between a company and a federal or state agency relative to the proposed procurement may present a conflict of interest or an unfair advantage. If a potential respondent identified an actual, potential or perceived conflict of interest or unfair advantage, it shall submit in writing the pertinent information so that a determination can be made as to the extent of the conflict or unfair advantage. The LRA will review potential or perceived conflicts of interest and unfair advantages related to each procurement process sponsored by the LRA.

2. **Other Contractual Requirements**

Once selected, a respondent should be ready to submit the following documents
prior to formally entering into a contract with the LRA:

a. A Certification of Existence or Certification that the organization is duly authorized to do business in Puerto Rico. The Certification to do business in Puerto Rico applies to foreign companies, it indicates that the applicant is authorized to do business in Puerto Rico. They must be current, indicate the dates of issuance and incorporation or of authorization to do business in Puerto Rico, and must be issued by the Department of State.

b. Indicate whether the organization is an association, corporation, limited liability corporation, or have another corporate structure. If you are a corporation, submit the incorporation certificates and the good standing certificate from the Puerto Rico Department of State.

c. Include a sworn statement certifying that the respondent and/or its respective shareholders, directors, partners, officers, officials, executives, principals and/or employees, have neither been convicted nor has probable cause for their arrest been found against them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, as a result of any crime constituting fraud, embezzlement or misappropriation of public funds, as provided in Act No. 458 of 2000, as amended by Law No. 428 of 2004, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct (Ley Núm. 458 de 29 de diciembre de 2000 y Ley Núm. 428 de 22 de septiembre de 2004).

d. Present an Income Tax Return Submission Certificate issued by the Internal Revenue Area of the Puerto Rico Department of Treasury, to the effect that the respondent has submitted its annual Income Tax Returns for the past five (5) years. If the respondent is not obligated or has not been obligated to render the Income Tax Returns during all or part of the period of the last five (5) years, the respondent must present a Sworn Statement stating the reasons the respondent was not obligated to render the Income Tax Returns.

e. Debt Certificate issued by the Internal Revenue Area of the Puerto Rico Treasury Department, even if the respondent has certified that does not possess Tax Debts.

f. Debt Certificate, issued by the Center for the Collection of Municipal Income (“Centro de Recaudaciones de Ingresos Municipales (CRIM)”).

g. Certificates issued by the Puerto Rico Labor Department for the following:
   o Negative Certificate of Debt of Unemployment Insurance, Temporary Non-occupational Disability Taxes, and Negative Certificate of Debt of Chauffeurs Insurance (“Certificación negativa de Deuda de Contribuciones de Seguro por Desempleo y Seguro por Incapacidad
3. **Municipal License Tax (“Patente”)**

As a general rule, all businesses are subject to a municipal license tax on the “volume of business” transacted in each municipality in Puerto Rico. The term “volume of business” has been defined as the gross income that is received or earned from the rendering of any service, the sale of any goods or from any other industry where the main organization maintains its offices. The applicable tax rate varies between municipalities, but it may not exceed 0.5% for general businesses and 1.5% for financial businesses.

A declaration of the volume of business must be filed on or before five working days after April 15 of each year, with the Director of Finance of each municipality where the business is doing business and has received or earned income through offices, branches, warehouses or other form of commercial or industrial organization. Businesses with a volume of business equal to, or less, than $3,000,000 must attach a copy of their income tax return with the volume of business declaration. If the volume of business exceeds $3,000,000, audited financial statements must be submitted with the declaration. A certificate duly signed and issued by the Director of Finance should be displayed as evidence of the payment of the tax.
4. **Municipal Construction Excise Taxes**

The municipalities of Puerto Rico also are empowered to impose an excise tax on the value of any construction project within their territorial limits. The tax rate varies from municipality to municipality. Certain exemptions may be available depending on the purpose of the construction project. Also, a construction permit issued by the Permit Management Office or the Municipality Permit Office can be required.

5. **Other Requirements**

Comply with all rules, regulations, executive orders, administrative orders and requirements of local and federal governmental agencies having jurisdiction over the operation.
Documentos necesarios para la firma de contrato, según CC 1300-03-11.

Contratista:

A. Departamento de Hacienda
   • Certificación de Radicación de Planillas de Contribuciones sobre Ingresos (Modelo SC 6088)
   • Certificación de Deuda (Modelo SC 6096)
   • Certificación del Certificado de Registro de Comerciantes (Modelo SC 2918)

B. Centro de Recaudación de Ingresos Municipales (CRIM)
   • Certificación de Radicación de Planilla sobre la Propiedad Mueble
   • Certificación de Deuda por Todos los Conceptos.

C. Departamento del Trabajo y Recursos Humanos
   • Certificación de Registro como Patrono y de Deuda por Concepto de Seguro por Desempleo y Seguro por Incapacidad
   • Certificación de Registro como Patrono y de Deuda por Concepto de Seguro Social Choferil

D. Departamento de Estado
   • Certificación de Buena Pro (Good Standing)
   • Certificado de Existencia o Certificación de Autorización para hacer Negocios en Puerto Rico

E. Administración para el Sustento de Menores.
   • Personas jurídicas: Certificación de estado de cumplimiento
   • Personas Naturales: Certificación Negativa de Caso de Pensión Alimentaria o Certificación de Estado de Cuenta

F. Resolución (Sólo en el caso de Corporaciones y Asociaciones)
   • Resolución de la Junta, autorizando la persona para la firma del contrato.

De tener alguna duda o pregunta, favor de comunicarse con la Sra. Michelle Rivas Meléndez, Oficial de Gestión Administrativa y de Proyectos al (787)274-6088.
Appendix A

Project’s Site Location
1.78 acres
Appendix B

Proposed Parking Layout and Potential Expansion Area
Parking Facility
ROOSEVELT ROADS REDEVELOPMENT

Area = 7,200 s.m. = 1.78 acres

Area = 4,780 s.m. = 1.18 acres

Property to lease - 1,200 S.F.
10 Parking Spaces. Not part of this RFP

Property to be lease - 8,000 S.F.
67 Parking Spaces. Not part of this RFP
Appendix C

Navy’s Environmental Reports (for reference only)

Please see the following URL:
http://www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab find Appendix E – Navy’s Environmental Reports
Appendix D

Map of LUC 8 and LUC 9 Location
APPENDIX "D"

Map of LUC 8 and LUC 9 Location

PROJECT:
RE-DEVELOPMENT FOR FORMER NAVAL STATION ROOSEVELT ROADS

SCALE: 1:4,000
DATE: FEBRUARY 20, 2019

NOTES:
1. SURVEY DATA OBTAINED FROM PLANS PREPARED BY BAKER AND/OR TRANSYSTEMS FOR NAVAL ACTIVITY PUERTO RICO
2. COORDINATES IN PUERTO RICOMARS/ISLANDS NAD 83 SYSTEM (FEET)
Appendix E1 and E2

Please see the following URL: http://www.rooseveltroads.pr.gov on the RFP’s/ParkingRFP tab find Appendix E1 for Deed of Ratification and Conversion to Public Instrument of Quitclaim Deed LUC Parcel 8 Deed.pdf and Appendix E2 for Deed of Ratification and Conversion to Public Instrument of Quitclaim Deed LUC Parcel 9 Deed.pdf