



**REQUEST FOR PROPOSAL**

**FOR THE DESIGN OF THE NEW FACILITIES OF: INVEST PUERTO RICO, INC.**

**ISSUE DATE: OCTOBER 16, 2019**

**DELIVERY OF PROPOSALS:**

Electronic proposals must be sent by email to: [anavarro@investpr.org](mailto:anavarro@investpr.org)

(Electronic proposals must be a single PDF document)

**CLOSING DATE AND TIME:**

**November 1, 2019 at 5:30pm (EST)**

**CONTACT PERSON:**

Ms. Astrid Navarro, email: [anavarro@investpr.org](mailto:anavarro@investpr.org)

Office number: 787-303-0261 (M-F ; 9:00am to 6:00pm)

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A. Receipt Confirmation Form

## BACKGROUND

### 1. Purpose of the Request for Proposals

This Request for Proposal (RFP) invites design contractors ("DC") to submit proposals for the design of Invest Puerto Rico, Inc. ("IPR") headquarter offices located at the Sheraton Convention Center Hotel, Parking Annex, Third floor, San Juan, PR. The space is subject to a 60 months lease signed on October 2019.

### 2. Information about IPR

- **Legal / Finance**

Invest PR is a non-profit organization created by the Government of Puerto Rico via Law 13-2017. The Corporation shall not be considered for any purpose as a department, agency, public corporation, instrumentality, dependency or subdivision of the Government of Puerto Rico.

- **Mission & Vision**

To promote Puerto Rico as a competitive investment jurisdiction to attract new business and capital investment to the island. Our vision is to be a transformational and results-oriented accelerator of economic development in Puerto Rico.

- **Tax matters:**

The Corporation is a qualified as a tax-exempt corporation under the provisions of Sections 1101.01 (a) (2) (A) of the Puerto Rico Internal Revenue Code of 2011, as amended. The Corporation has applied to be qualified as a tax-exempt corporation under the provisions of Sections 501 (c) (3) of the US Internal Revenue Code.

- **Corporate Governance**

The Board of Directors is composed of *11 members*, three members representing the Government of Puerto Rico and eight members from the private sector representing an array of diverse industries.

### 3. Period of Service Agreement

The selected DC will perform the design of the IPR new leased facilities starting on December 2019, with an expected delivery date of March 31, 2020.

### 4. General description of facilities

The Leased Premises contain approximately *four thousand three hundred (4,300)* square feet of "floor space" (as hereinafter defined) and it is in located at the Sheraton Convention Center Hotel, Parking Annex, Third floor , San Juan, Puerto Rico. The space should hold approximately 30 employees (a combination of office and open spaces), a reception and

waiting area, 3-4 conference rooms (with capacity for groups of 5 to 15 people), storage areas, kitchen/pantry area for employees and sanitary services.

## 5. Definitions

Throughout this Request for Proposal, the following definitions apply:

- "Service Agreement" means the written agreement resulting from this Request for Proposals executed by IPR and the Company; must be in accordance with AIA.
- "IPR" means Invest Puerto Rico, Inc.
- " AIA contract" : The documents produced by The American Institute of Architects (AIA) are the most widely used standard form contracts in the construction industry. They facilitate communications among all the parties involved in construction, which makes it easier to produce a quality project in a timely and economical fashion.
- "must", or "mandatory" means a requirement that must be met for a proposal to receive consideration;
- "DC" (Design Contractor) means an individual or a company legally authorized to offer and perform architectural and engineering services in Puerto Rico as such services are defined under Act No. 173 of August 12, 1988, as amended, known as the Engineers, Architects, Surveyors and Landscape Architects Examining Board Act, as an independent contractor, that submits, or intends to submit, a proposal in response to this Request for Proposals;
- "Request for Proposals" or "RFP" means the process described in this document; and "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

## 6. Key dates:

The estimated key dates for project are as follows:

<b>PROJECT MILESTONES</b>	
Award DC	November 29, 2019
Sign Service Agreement with DC	December 31, 2019
Meeting with Landlord & Management team to discuss specifications	January 11, 2020
Pre-design requirements	January 31, 2020
Final Schematic design (floor plan)	February 21, 2020
<b>Approval of final design</b>	<b>March 3, 2020</b>
Design development (electrical, materials, equipment, furniture)	March 22, 2020
Construction documents (final specifications)	April 12, 2020

## 7. Determination and Payment of Fees

**Design Phase** - Progress payments during the design phase of the work will be based on submission, review, and acceptance of design deliverables.

- Pre-design development ----20%
- Schematic design (floor plan)--- 20%
- Design development (electrical, materials, equipment, furniture)--- 30%
- Construction documents (final specifications) –30%

The DC shall furnish the original of all records relating to the basis for payment, to IPR representative, who shall use them as necessary to determine the final amount of progress payments.

## 8. Project Meetings

### Design Meetings

After the award of the contract IPR will arrange a design meeting with the DC. The meeting agenda shall include the following as a minimum:

- **Review and emphasize IPR's needs and design objectives.**

Several meetings will be scheduled with management and the landlord to review drafts. A formal presentation to IPR's Board of Directors will be scheduled in March 2020.

## REQUEST FOR PROPOSALS TERMS AND CONDITIONS

The following terms and conditions apply to this RFP and to the subsequent Service Agreement.

Submission of a proposal in response to this RFP indicates acceptance of all the terms and conditions that follow. Provisions in proposals that contradict any of the terms of this RFP will be treated as if not written and will be disregarded.

## 9. Request for Proposals Process

DCs are advised to fill out and return the Receipt Confirmation Form by **October 24, 2019 (5pm) (Appendix A)**.

### 9.1. Inquiries

All inquiries related to this Request for Proposals are to be directed, in writing by email, to the contact person identified on the front page of this Request for Proposals. Information obtained from any other source is not official and should not be relied upon. Responses to inquiries concerning clarification of the terms of this Request for Proposals or information included in it will be provided to all those DCs who have returned the Receipt Confirmation Form. Inquiries must be communicated to the contact persons at least five days prior to the RFP closing date. Where possible, responses will be provided within two business days.

## **9.2. Closing Date and Time**

Proposals must be received by **November 1, 2019 at 5:30pm. (AST)**

Electronic proposals must be sent by email to Astrid Navarro at [anavarro@investpr.org](mailto:anavarro@investpr.org). Electronic proposals must be a single PDF document (*i.e.*, do not send multiple PDF documents or other attachments). Any text in the email sent to Astrid Navarro will not be considered part of the DC's proposal.

## **9.3. Late Proposals**

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

## **10. Proposal Format**

The following format and sequence must be followed in order to provide consistency in DCs' responses and to ensure each proposal receives fair consideration. All pages should be consecutively numbered.

1. Proposal Transmittal Form - the Proposal Transmittal Form must be signed by a person authorized to sign on behalf of the DC and to bind the DC to statements made in response to the RFP.
2. Table of Contents for proposal, including page numbers.
3. The body of the proposal, including pricing. The proposal should address all factors identified as the assessment criteria in the same order as they are described in the criteria. Failure to address all criteria will impair the proposal. IPR will not seek clarification of vague or incomplete information.
4. The cost should be in U.S. dollars, be all-inclusive, including applicable taxes and other expenses, and be for the entire period covered.

## **11. Additional Terms**

### **11.1. Eligibility**

Proposals will not be evaluated if the DC's current or past corporate or other interests may, in IPR's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes but is not limited to, involvement by a DC in the preparation of this RFP. If a DC is in doubt as to whether there might be a conflict of interest, the DC should consult with the contact persons prior to submitting a proposal.

### **11.2. Changes to Proposal**

By submission of a clear and detailed written notice, a DC may amend, or withdraw, its proposal prior to the closing date and time. At closing time, all proposals become irrevocable.

A DC will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by IPR for purposes of clarification.

### **11.3. Acceptance of Proposal**

This Request for Proposals should not be construed as an agreement to purchase services. IPR is not bound to enter into an agreement with the DC that submits the lowest priced tender or with any DC. Proposals will be assessed according to the evaluation criteria. IPR will be under no obligation to receive further information, whether written or oral, from any DC.

Neither acceptance of a proposal nor execution of a Service Agreement will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute or regulation.

### **11.4. Modification of Terms**

The IPR reserves the right to supplement, amend or otherwise modify the terms of this RFP at any time at IPR's sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into an agreement with a qualified DC.

### **11.5. Ownership of Proposals**

All documents, including proposals, submitted to IPR become the property of IPR.

### **11.6. No Lobbying**

DCs must not attempt to communicate directly or indirectly with any employee, contractor or representative of IPR.

### **11.7. Unsuccessful Proposals**

At the conclusion of the RFP process, all DCs will be notified.

### **11.8. Timetable**

The below timetable provides the anticipated schedule for the RFP process and signing of a Service Agreement. The timing and the sequence of events resulting from this RFP may vary and shall ultimately be determined by IPR.

<b>Event</b>	<b>Date</b>
Request for Proposals issued	October 16, 2019
Request for Proposals closes	November 1, 2019
Proposal evaluations completed	November 15, 2019

Award DC	November 29, 2019
Service agreement	December 31, 2019

## 11.9. Other Terms

All costs and expenses incurred by the DCs in the preparation and delivery of a proposal will be the sole responsibility of the DCs. IPR will not be liable for any amounts to any DC in any manner, under any circumstances, including without limitation, as a result of a cancellation of the RFP process. The DCs cannot make any claims whatsoever for reimbursement from IPR for the costs and expenses associated with the process.

By responding to this RFP, DCs acknowledge and consent to the following conditions relative to the procurement process. IPR is not bound to accept any proposals if DCs do not meet IPR's requirements. Without limitation and in addition to other rights reserved by IPR in this RFP, IPR reserves and holds, at its sole discretion, the following rights and options:

1. To accept or reject any and all submittals, in whole or in part.
2. To discuss, with any or all DCs, different or additional terms to those included in this RFP or received in any response.
3. To cancel this RFP in whole or in part, at any time, with or without substitution of another RFP if such cancellation is determined to be in the best interest of IPR.
4. To require additional information from one or more Respondents to supplement or clarify the proposals submitted.
5. To conduct further investigations with respect to the qualifications and experience of each Respondent.
6. To visit and contact the DC's client in any of the projects referenced in the proposals to obtain direct information regarding DC's performance in such.
7. To waive any defect or technicality in any proposals received.
8. To eliminate any DCs that submits a nonconforming, non-responsive, incomplete, inadequate or conditional proposal.
9. To investigate the technical and financial qualifications and capacities of DCs using sources in addition to what was included in the proposals.

## 11.10. Basis for Selection

IPR will first check proposals against the mandatory requirements in Section 11.10.1. Proposals not meeting all mandatory requirements will be rejected without further consideration. Proposals that meet all the mandatory requirements will then be assessed and scored against the criteria for assessment as per Section 11.10.2.

### 11.10.1. Mandatory Requirements

The following are mandatory proposal requirements. Proposals not clearly demonstrating that they meet these requirements will receive no further consideration during the evaluation process.

1. The proposal must be received by email by the specified closing date and time.

2. The proposal must be in English, no exceptions.
3. The DC must provide written confirmation that the DC's proposed working team is independent of IPR.
4. Insurance requirements: insurance coverage is required from the DC's team including but not limited to: Architect's Professional Liability

### 11.10.2. Criteria for Assessment

Proposals meeting the mandatory requirements will be assessed against the evaluation criteria indicated below. The following criteria must be specifically addressed in the proposal submission. Failure to address all factors will impair the proposal and IPR will not be obliged to seek clarification or inclusion of all-inclusive maximum cost will not necessarily be accepted. It is the responsibility of the DCs to ensure that their proposals address all the requirements established in the evaluation criteria. During the evaluation process, proponents may be asked to present their proposals to IPR's management team.

Capability of DC Team	70%
1. Past performance, expertise, and experience. Documented record of performance along with visual images of projects completed of a similar nature related to scope, size, complexity and schedule. Please submit examples of at least three (3) but no more than 5 (five) projects along with references for each.	
2. Capacity and capability/staffing to execute a successful project. Please submit resumes for all key personnel.	
3. Management plan - management and administration of the team and team resources. Please describe processes to ensure tasks are executed within costs and schedule. Describe elements of successful partnering and identify some risks on a typical design project and how they will be dealt with.	
4. Detailed task of activities to be conducted for each Design Phase specified in Section 7 of the RFP.	
Fee / Time frame	30%
5. Maximum cost for each Design Phase specified in Section 7 of the RFP. These amounts should include: <ul style="list-style-type: none"> <li>• professional fees of management, staff; and all estimated out-of-pocket expenses</li> </ul>	
6. Describe the ability to deliver the project within the time frame identified.	
Total	100%

**RECEIPT CONFIRMATION FORM**

**REQUEST FOR PROPOSALS**

**FOR THE DESIGN AND BUILD OF THE NEW FACILITIES OF: INVEST PUERTO RICO, INC**

For any further distributed information about this Request for Proposals, please return this form by email as soon as possible to:

Ms. Astrid Navarro

Email: [anavarro@investpr.org](mailto:anavarro@investpr.org)

**COMPANY:**

**STREET ADDRESS:**

**CITY:**

**POSTAL/ZIP CODE:**

**PHONE NUMBER:**

**CONTACT PERSON:**

**TITLE:**

**E-MAIL ADDRESS:**