



**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL, ENGINEERING AND MULTI-DISCIPLINARY SERVICES FOR
THE TERMINAL REHABILITATION AND EXPANSION PROGRAM (TREP) TO
REHABILITATE, UPGRADE, AND RECONFIGURE PASSENGER TERMINAL A AT LUIS
MUÑOZ MARIN INTERNATIONAL AIRPORT**

**LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT
CAROLINA, PUERTO RICO**

ISSUED: July 20, 2022

DUE DATE: August 31, 2022

SUBMIT TO: Luis R. Faure Bosch
Planning and Development Director

Physical Address:
Aerostar Airport Holdings, LLC
Administrative Offices Terminal D
Luis Muñoz Marín International Airport
Carolina, Puerto Rico 00983
787-289-7240

US Mail Address:
Aerostar Airport Holdings, LLC
PO Box 38085
San Juan, Puerto Rico 00937

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THE TERMINAL REHABILITATION AND EXPANSION PROGRAM (TREP) TO
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SECTION 1. DEFINITIONS.

- a) Aerostar: means Aerostar Airport Holdings, LLC.
- b) Aerostar's Representative: means Luis R. Faure Bosch, Planning and Development Director with email: p.d@aerostarairports.com.
- c) Airport or SJU Airport: means the Luis Muñoz Marín International Airport, located in Carolina, Puerto Rico.
- d) Confidential Information: means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. "Confidential Information" includes, without limiting the generality of the foregoing: (i) the terms of this RFQ; and (ii) information (a) relating to Airport's operation, Aerostar's business or operations, trade secrets, access passwords; and/or (b) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.
- e) Master Service Provider Agreement: means the Master Service Provider Agreement set forth in Exhibit 1.
- f) Provider: means the Respondent who executes the Master Service Provider Agreement.
- g) Respondent: means any person or entity which submitted the Intention of Interest Form and the Statement of Qualifications to Aerostar in accordance with the terms and conditions of this RFQ.
- h) RFQ: means this Request for Qualifications for Architectural, Engineering and Multi-disciplinary Services for the Terminal Rehabilitation and Expansion Program to Rehabilitate, Upgrade, and Reconfigure Passenger Terminal A at Luis Muñoz Marín International Airport.
- i) Services: means the Scope of Services, as more particularly described in Exhibit 2.
- j) Statement of Qualifications: means any response to this RFQ by a Respondent.
- k) Terminal A: means an area of approximately 348,537.42 sq.ft., located at the Airport, as more particularly described in Exhibit 4.
- l) Timetable: has the meaning set forth in Section 3.1 of this RFQ.

SECTION 2. INTRODUCTION AND SUMMARY

Aerostar Airport Holdings LLC ("Aerostar") solicits Statements of Qualifications and Responses (the "Statement of Qualifications") for architectural, engineering and multi-disciplinary services for its Terminal Rehabilitation and Expansion Program ("TREP") to rehabilitate, upgrade, and reconfigure passenger Terminal A at the Luis Muñoz Marín International Airport (the "Airport").

Aerostar seeks a firm/team that has the qualifications, experience, and ability to provide a full range of services, including but not limited to architectural and engineering services, existing condition surveys, conceptual terminal facility design, phased and ongoing detailed terminal facility design, schematic design, models, and renderings. Also, design development, preparation of construction documents, administration of bidding and awards, construction supervision, federal/state/local agency reviews and coordination, cost estimating, scheduling, completion of any necessary environmental assessment, and overall project coordination to complete the scope of work (“SOW”) included in Exhibit 2 of this Request for Qualifications (“RFQ”). Furthermore, the selected firm will also assist Aerostar in various project administrative tasks, including preparing necessary applications and documentation for the Federal Aviation Administration (“FAA”) and the Transportation Security Administration (“TSA”), in addition to the preparation and administration of payment applications, change orders, and other project documentation. The selected firm will also prepare the plans and permits submittals for local building authorities.

The TREP-A requires several major work elements that Aerostar anticipates undertaking over two years, as further explained in the SOW (collectively, the “Elements”). These TREP Terminal A Elements are independent, and their timelines may fluctuate based on the need and availability of areas due to operational requirements to guarantee uninterrupted operations at the terminal. The Master Service Provider Agreement term with the selected firm will be approximately of thirty-three (33) months to allow for the design, contractor selection, and construction of the TREP Terminal A Elements. Work approval on individual elements will be through task orders between the Provider and Aerostar. The selected firm shall serve as the project manager for architecture, engineering and planning projects, working with Aerostar's Planning and Development Department to coordinate the development of the proposed TREP Terminal A Elements.

SECTION 3. INSTRUCTIONS TO PROPONENTS

Respondents must follow the instructions set forth in this RFQ in the submission of their Statement of Qualifications to Aerostar.

3.1 Timetable

The following timetable (“Timetable”) has been established by Aerostar for the issue, response, and selection of this RFQ. Aerostar reserves the right to modify the Timetable and will notify each Respondent of any change in the schedule.

TASK	DUE DATE
Publication of RFQ	July 20, 2022
Deadline to Submit a Request for Clarifications	August 3, 2022
Aerostar to Provide Consolidated Response to the Request for Clarifications	August 10, 2022
Statement of Qualifications deadline	August 31, 2022
Selection of Qualified Respondents (Expected)	September 21, 2022
Notice of Qualification (Expected)	September 23, 2022

The following timetable (“Timetable”) has been established by Aerostar for the issue, response and award of the Master Service Provider Agreement. Aerostar reserves the right to modify the Timetable. Changes to the timeline will be submitted on corresponding addenda through the Aerostar’s website (<http://aeropuertotsju.com>). It is the responsibility of Respondents to periodically review the official website for any changes to this timeline.

3.2 Purpose and Intent

A. Purpose

This RFQ is issued by Aerostar. The purpose of this RFQ is to request Statements of Qualifications from interested and qualified firms to provide all the Services as described in the SOW.

B. Intent

The intent of this RFQ is to award one (1) Master Service Provider Agreement for the provision of all Services as described in the SOW, so that the TREP Terminal A Elements will be constructed and completed, resulting in the Airport's continued and improved operations and services.

In order to be able to participate in this RFQ, Respondents must submit to Aerostar, via email to Aerostar's Representative, no later than the Indication of Interest Due Date, the Indication of Interest Form set forth in Schedule 1, with a corporate resolution, substantially in the form set forth in Schedule 2 (or equivalent) authorizing the person who will execute the documents related to this RFQ.

3.3 RFQ Withdrawal, Suspension and/or Cancellation

Aerostar reserves the right to withdraw, suspend, and/or cancel this RFQ at any time, for any reason.

3.4 Request for Clarifications

Any request for clarification, including questions, comments, or requests concerning this RFQ must be submitted via email to Aerostar's Representative, no later than the Request for Clarification Due Date. Aerostar, at its sole discretion, will attempt to answer all written request for clarifications by the Response to Request for Clarification Due Date, and the answers, will be distributed, without attribution, to all Respondents, so that all Respondents have the same information.

Only written responses from Aerostar's Representative under this RFQ shall be binding on Aerostar.

3.5 Project Considerations and Scope

- A. A fixed sum contract will be negotiated. Before the Master Service Provider Agreement is approved with the selected firm, cost reasonableness of the fee schedule will be considered. Please refer to Exhibit 1 for additional terms and conditions of the Master Provider Agreement.
- B. The SOW which the selected firm must provide is described in Exhibit 2. The SOW may change and be amended from time to time by Aerostar.
- C. The TREP Terminal A Elements must comply with all applicable requirements specified on International Building Code 2018 and/or latest Building Construction Code (in force and effect on Puerto Rico during projects execution) and all applicable federal and state laws, regulations and policies.

3.6 Statement of Qualifications

Respondents must submit their Statement of Qualifications in accordance with the requirements set forth by Aerostar in this RFQ. Statement of Qualifications must be signed and agreed to on behalf of the Respondent. The following required documents checklist includes a list of attachments which MUST be

submitted with Respondent's Statement of Qualification:

Check	Document	Form
<input type="checkbox"/>	Indication of Interest	Schedule 1
<input type="checkbox"/>	Corporate Resolution (or equivalent)	Schedule 2
<input type="checkbox"/>	Statement of Qualification and Response Cover Sheet and Letter	To be provided by Respondent (no particular form required)
<input type="checkbox"/>	Statement of Qualification Form	Schedule 3
<input type="checkbox"/>	Service Statement of Qualification	To be provided by Respondent (no particular form required)
<input type="checkbox"/>	Respondent Qualifications	To be provided by Respondent (no particular form required)
<input type="checkbox"/>	Client References Form (at least 3)	Schedule 4
<input type="checkbox"/>	Financial Statements (last 3 years)	To be provided by Respondent (no particular form required)

NOTE: FAILURE TO RETURN THESE ATTACHMENTS WITH YOUR STATEMENT OF QUALIFICATIONS MAY RESULT IN DISQUALIFICATION OR REJECTION OF THE STATEMENT OF QUALIFICATIONS.

SECTION 4. STATEMENT OF QUALIFICATIONS SUBMITTAL RULES AND REQUIREMENTS

4.1 Statement of Qualifications Format

Statement of Qualifications must be organized so that each element identified below is addressed in the order indicated herein and must be typewritten on one side of 8½" by 11" paper using a minimum 12-point type size. Tabs must be utilized to separate each section of the Statement of Qualifications. If bound, Statement of Qualifications must be bound on the long (left) side of the paper. Statement of Qualifications that contain erasures or alterations may be rejected.

Respondents must answer all questions completely and accurately and furnish all required information, data, documentation, and material; failure to do so may result in disqualification of the Respondent and/or rejection of a Statement of Qualifications. It is essential that the information and requirements of this RFQ be carefully studied and adhered to in the preparation and submission of Statement of Qualifications.

Statement of Qualifications must be complete, accurate, and free from ambiguity, obscurity, alterations, or irregularities of any kind. Furthermore, each Respondent agrees that all information, data, documentation, and material submitted or provided by the Respondent shall become the property of Aerostar and it shall not be returned to the Respondent.

4.2 Content and Elements of the Statement of Qualifications

At a minimum, Statement of Qualifications must include, but shall not be limited to, the following elements and information:

1. Statement of Qualifications Cover Sheet and Letter:

Each Respondent must submit a cover letter including the following:

- i. Name of the Respondent;
- ii. Telephone and Address of the Respondent;
- iii. A brief statement of the Respondent's understanding of the SOW to be performed in

- connection to the Project;
- iv. Name, title, telephone and email of the Respondent's official representative (if there are multiple representatives of the Respondent, indicate which one will be primary contact. Indicate which other officers are also involved);
- v. Any other information that the Respondent feels appropriate; and
- vi. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.

In addition to the aforementioned, the cover letter must include a certification that the information submitted, and the Statement of Qualifications are true and accurate, and that the person signing the cover letter is authorized to submit the Statement of Qualifications on behalf of the Respondents.

The original Statement of Qualifications must be signed in ink by an authorized representative of the Respondent who is authorized to execute contractual agreements and/or commitments on behalf of the Respondent.

2. Statement of Qualifications Form:

The Statement of Qualifications Form set forth in Schedule 3, must be printed, properly signed in ink by Respondent or its authorized representative and inserted into the Statement of Qualifications.

3. Service Statement of Qualifications:

Respondents must provide a detailed description or plan on how it intends to develop, prepare, alter, or modify the Terminal A to provide the Services including, but not limited to, the supplies and equipment to be installed, the list of services to be provided, the proposed operation and processes to conduct the Services for the TREP Terminal A Elements.

Respondents are encouraged, but not obligated, to include in their Statement of Qualifications alternative service methods which incorporate consistent and comprehensive solutions, to provide high quality, cost effectiveness, and a reduction of risk while performing the Services.

4. Respondents Qualifications:

a. Background and Experience

1. Firm Description

Respondents must describe their firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership. The Respondent must be authorized to do business in Puerto Rico. Please include the register number issued by the PR Department of State for the Respondent that will be executing the Master Service Provider Agreement and performing the Services, as well as any other relevant information regarding any parent company.

2. Experience with Airport Terminal Projects Design and Supervision:

Respondents must:

- i. Describe any prior engagements in which Respondent's firm has dealt with airport terminal projects design and supervision in the United States in the last ten (10)

years. Please provide at least two (2) prior engagements regarding the development of similarly complex airport terminal projects.

- ii. Describe any prior experience with design complex projects of over \$15 million dollars.
- iii. Describe track record of implementing airport terminal designs.
- iv. Describe track record of feasibility studies translated to final designs.
- v. Describe track record of supervising the airport terminal projects.
- vi. Ability to clearly express project facing approach and methodology.

3. Experience with airport projects, as well as complying with Transportation Security Administration (“TSA”) and Federal Aviation Administration (“FAA”) regulations:

Respondents must:

- i. Describe any prior engagements in which Respondent’s firm has dealt with airport projects, as well as TSA and FAA regulations, with emphasis on:
 - a) Experience working in airfield operations areas (AOA), as well as sterile and secured areas; and
 - b) Track record of prior engagements in which Respondent’s firm assisted a governmental entity in dealings with FAA for project execution, with emphasis on changes to the Airport Layout Plan including airspace evaluation and environmental processing.

b. Financial Capacity

Respondents must:

- 1. Present audited financial statements for the previous three (3) years, including Profit & Loss and Balance Sheets. For individuals, present copies of the tax records for the previous three (3) years. If audited financial statements are not available, please provide tax returns and sufficient financial information to adequately analyze the firm’s financial capacity, stability, and liquidity.
- 2. Please be advised that Respondents must submit financial information of the entity or individual registered to do business in Puerto Rico. Respondent must also submit financial information of its parent company, as well as any explanation of the ownership structure, financial backing and guarantees between the parent company and subsidiary which will be executing the Master Service Provider Agreement and performing the work.
- 3. Respondents must demonstrate the firm’s financial ability to cover the cost of the firm’s expenses based on a 30, 60, 90, and 120-day billing cycle.
- 4. Provide current information on professional errors and omissions coverage carried by Respondent’s firm, including amount of coverage.

c. Personnel/Professional Qualifications:

Respondents must:

1. Include resumes or curriculum vitae of each key staff members (including those provided by any subcontractors) proposed to be assigned to the TREP Terminal A Elements, including their contact information, education, and years and type of experience. Describe, for each such person, the projects relevant to airports on which they have worked. Provide contact information of contact persons with the firms or organizations with whom these staff members worked on airport terminal projects; and
2. Include an organizational chart showing key personnel and team members and their respective roles in the TREP Terminal A Elements.

d. Workload and Ability to commit to Project Schedule (Based on References):

Respondent must describe the firm's workload and capacity to accomplish the work in the required time, as well as clearly express its proposed project facing approach and methodology.

e. History of Project Delivery and Performance (Based on References):

Respondent must provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in its Statement of Qualifications, to attest to the performance and quality of work, including compliance with performance schedules and budget. Respondent cites in this section.

If available, Respondent is encouraged to include written references (letters or forms are acceptable) from previous clients, referenced in its Statement of Qualifications, attesting to the performance, quality of work and compliance with schedules and budget.

f. Permitting:

Respondent must:

1. Describe prior experience with permitting for similar size and complex airport terminal projects, including experience with the requirements and documentation of the related legislation, regulations, and executive orders, as applicable to federally funded undertakings.
2. Describe prior experience in obtaining applicable permits, consents and authorizations from agencies and instrumentalities of the Government of Puerto Rico for similar size and complex airport terminal projects.

g. Any and all additional information:

Respondents may include any other criteria that they deem, in their reasonable discretion, relevant to the evaluation process. Additional information must be clearly identified.

4.3 Evaluation Criteria

- a. All Statement of Qualifications to this RFQ will be evaluated in accordance with the following criteria:

SELECTION CRITERIA	Maximum Points
1. Related projects experience, qualifications and expertise in airports Terminal's development and ability to perform the identified and/or requested aspect of the project in active operating terminals.	25
2. Financial capacity and stability	20
3. Experience and qualifications of key project's discipline leaders including sustainability driven expertise based upon professional qualifications, reputation, and knowledge of FAA, TSA, and IATA regulations, policies, and procedures.	15
4. Current workload and ability to achieve deliverable milestones to meet scheduled deadlines based on references	15
5. Ability to deliver projects on or within established budgets based on references	10
6. Knowledge in local industry and permitting	10
7. Key personnel organizational chart curriculum	5
Maximum Possible Points	100

- b. The Statements of Qualifications will be evaluated on the basis of submitted materials and any references checked. Sufficient information must be included in the response to allow for evaluation of the Statements of Qualifications against the requirements of this RFQ.
- c. Aerostar, at its sole discretion, reserves the right to grant lower scores to the Statements of Qualifications, from any of the items included in the criterion described above, that fail to comply with the requirements set forth in this RFQ and/or produce adequate or incorrect information.
- d. Incomplete or incorrect Statements of Qualifications, may result, at the Aerostar's sole discretion, as Statements of Qualifications being scored non-responsive.
- e. The Master Service Provider Agreement will be awarded to the most appropriate qualified Respondent, whose requested Statements of Qualifications and proposal is deemed most advantageous to Aerostar. All factors and criteria shall be considered.
- f. However, Aerostar reserves the right to accept or reject any or all Statements of Qualifications submitted as part of further RFQ process and to award separate contracts for each of the selected Respondents, under the most advantageous conditions for Aerostar.
- g. The time for performance of the Services shall begin when the Master Service Provider Agreement is signed and executed by the parties. No services shall be provided nor requested before that date.

4.4 Validity of Statement of Qualification

By submitting a Statement of Qualification, each Respondent agrees that the Statement of Qualification and/or proposal represents a firm offer to Aerostar and that such offer shall remain open for acceptance until a Master Service Provider Agreement is executed by Aerostar or for a period of no less the one hundred and eighty (180) days from the Statement of Qualifications Due Date, whichever occurs first.

By submitting the Statement of Qualifications, the Respondent expressly offers to assume all the obligations and liabilities contained in this RFQ, including the terms, conditions, representations, and warranties of the "Provider" in the Master Service Provider Agreement.

4.5 Statement of Qualifications Due Date

Respondents must submit one (1) original and one (1) copy of the complete Statement of Qualifications (and any additional or supplemental information, data, documentation, and material) in a firmly sealed envelope, clearly marked on the outside with the words “**Request for Qualifications for Architectural, Engineering and Multi-disciplinary Services for the Terminal Rehabilitation and Expansion Program (TREP) to Rehabilitate, Upgrade, and Reconfigure Passenger Terminal A at Luis Muñoz Marín International Airport**” and delivered at or prior to 5:00 p.m. (AST) on the Statement of Qualifications Due Date to:

Physical Address:

**Aerostar Airport Holdings, LLC
Administrative Offices Terminal D
Luis Muñoz Marín International Airport
Carolina, Puerto Rico 00983
Attn: Luis R. Faure Bosch, Planning and Development Director**

US Mail Address:

**Aerostar Airport Holdings, LLC
PO Box 38085
San Juan, Puerto Rico 00937
Attn: Luis R. Faure Bosch, Planning and Development Director**

Statement of Qualifications must be dated and timed stamped by Aerostar’s staff upon delivery. Statement of Qualifications may be delivered in person, by certified mail, or delivery service. Fax and email submissions will not be accepted.

Statement of Qualifications (and any additional or supplemental information, data, documentation, or material) received after the Statement of Qualifications Due Date, regardless of the reason for the delay (including, but not limited to, delays relating to mail delivery, courier services, overnight carriers, or any other reason) or any Statement of Qualifications not properly sealed or marked will not be accepted and will be returned to the Respondent unopened.

4.6 Licenses and Authorizations

Respondents that are corporations, partnerships, or any other legal entity shall comply with all applicable Puerto Rico and federal licenses, laws and/or requirements to perform the services set forth in this RFQ. Individuals should include evidence that they are licensed and authorized to perform the services set forth in this RFQ.

4.7 Teaming Arrangements and Special Purpose Entities

Multiple Respondents may form a joint venture for the purpose of submitting a Statement of Qualifications to this RFQ. A special-purpose entity may be created for the purpose of submitting a response. Aerostar may require that financial and performance guarantees or any other credit enhancement be provided by these and other Respondents as well as team members. (Note: Aerostar 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 response 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 Statement of Qualifications to this RFQ.

4.8 Subcontractors

Aerostar shall have a single prime contractor as the result of any contract negotiation. That prime contractor shall be responsible for all deliverables specified in this RFQ. Notwithstanding this general requirement, Respondents may enter into subcontractor arrangements. However, the Respondent must acknowledge the Respondent is solely and fully responsible for the entire SOW.

Unless provided for in the contract with Aerostar, the prime contractor shall not contract with any other party for any services herein contracted without the express prior written approval of Aerostar.

4.9 Title VI Solicitation Notice

Aerostar Airport Holdings, LLC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit Statement of Qualifications in response to this RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4.10 Withdrawal of Statement of Qualifications

No Statement of Qualifications may be withdrawn after it has been submitted to Aerostar unless the Respondent makes a written formal request for the withdrawal and the request is received by Aerostar prior to the Statement of Qualifications Due Date.

Respondents are cautioned to verify and confirm all aspects of the Statement of Qualifications prior to submittal. Negligence or omission on the part of the Respondent or any party preparing any portion of the Statement of Qualifications confers no right to withdraw or make changes, additions, or deletions to the Statement of Qualifications after the Statement of Qualifications Due Date.

SECTION 5. OPENING AND EVALUATION PROCESS

5.1 Statement of Qualifications Opening Date

Statement of Qualifications will be opened in private by Aerostar.

5.2 Evaluation and Basis for Award

Aerostar intends to award one (1) Master Service Provider Agreement for professional architectural, engineering and multidisciplinary services. Aerostar will evaluate the Statement of Qualifications and determine, in its sole discretion, which Statement of Qualifications, if any, best meets the needs and requirements of Aerostar. Aerostar's ranking of Respondents will be based upon Aerostar's evaluation and analysis of the Respondent and its Statement of Qualifications, in accordance with the criteria outlined herein.

Aerostar makes no representation, implied or express, that it will accept or approve any Statement of Qualifications submitted.

Aerostar, at its sole discretion and without any liability whatsoever, reserves the right to reject any or all Statement of Qualifications or modifications thereto. Moreover, Aerostar, at its sole discretion, reserves the right to waive any informalities and defects of any Statement of Qualifications received.

5.3 Reasons for Disqualification of a Respondent and/or Rejection of a Statement of Qualifications

A Respondent may be disqualified, and/or a Statement of Qualifications may be rejected by Aerostar for any of the following reasons:

- Submission of Statement of Qualifications after the Statement of Qualifications Due Date.
- Submission of more than one (1) Statement of Qualifications by an individual, firm, or corporation under the same or different names.
- Evidence of collusion among Respondents.
- Existence of any unresolved claim between the Respondent and Aerostar.
- Failure to comply with the restrictions and provisions contained herein may be cause for rejection of the Statement of Qualifications.
- If Respondent (or the proposed service), for any reason, does not fully meet the qualifications, requirements, or standards specified in this RFQ. The burden of proof shall be on the Respondent and the standard of proof shall be by clear and convincing evidence.
- The acceptance of the Statement of Qualifications will require that Aerostar expend funds and/or supply labor and/or materials in connection with the proposed Services that Aerostar is unwilling and/or unable to spend and/or will result in a financial loss or hardship to Aerostar.
- If the Respondent has intentionally or unintentionally provided inaccurate or false information, data, documentation, or material or misrepresented or failed to disclose (omitted) any material fact in the Statement of Qualifications and/or in supporting information, data, documentation, or material.
- If the Respondent has failed to make full disclosure in the Statement of Qualifications and/or in supporting information, data, documentation, or material.
- If the Respondent (or an officer, director, agent, representative, shareholder, or employee of the Respondent directly or otherwise), has a record violating federal, state, or local laws, regulations or ordinance.
- If the Respondent (or an officer, director, agent, representative, managers, shareholder, members, partners, or employee of the Respondent) has defaulted in the performance of any agreement or contract to perform services at the SJU Airport.
- If the Respondent has not demonstrated that it possesses adequate financial responsibility or that it is reasonably capable of undertaking the proposed Services.
- If the Respondent cannot provide a bond or irrevocable letter of credit (in the type and amounts) required by Aerostar for the proposed Services.
- If the Respondent cannot demonstrate its ability to obtain insurance (in the type and amounts) required by Aerostar for proposed Services.
- If the Respondent (or an officer, director, agent, members, managers, partners, shareholders of the Respondent) has been convicted of a felony or a crime involving moral turpitude, fraud, or

dishonesty.

- If the Respondent seeks terms and conditions which are inconsistent with the RFQ and/or the policies and practices of Aerostar.
- If the Respondent's interests and/or the proposed services are inconsistent with the SJU Airport's mission (purpose), vision, values, goals, or objectives; the best interests of general public and/or the Airport.
- If the Respondent has lobbied, either on an individual or collective basis, Aerostar (its employees, members, directors, officers, agents, or outside advisors) or any federal, state, or local elected or public official or staff (support) personnel regarding this RFQ or its Statement of Qualifications.
- If the Respondent fails to provide any of the documents listed in Section 4 of this RFQ.

5.4 Ranking of Statement of Qualifications

On or before the Selection of Qualified Respondent due date, Aerostar will notify the qualified Respondents and their respective rankings (the "Notice of Qualification"). No other act of Aerostar, its officers, agents, or employees shall constitute the selection of a Statement of Qualifications.

The first-ranked qualified Respondent must be ready to provide a proposal within ten (10) days of the Notice of Qualification including, among others, a detailed scope of work and proposed fee for negotiation and execute the Master Service Provider Agreement with Aerostar within four (4) weeks from the Notice of Qualification.

The Notice of Qualification shall be deemed to constitute an agreement of the Respondents to provide a proposal, as set forth herein. Notwithstanding the foregoing, the receipt of a proposal from a qualified Respondent shall not be effective and binding upon Aerostar until the Master Service Provider Agreement has been formally executed by both parties.

5.5 Negotiations

At Aerostar's sole discretion, Aerostar may negotiate the proposed contract fee with the first-ranked Respondent. However, Aerostar may award the Master Service Provider Agreement based on the initial Statement of Qualifications and proposal received, without conducting any negotiations or discussions concerning such Statement of Qualifications and/or proposal and, accordingly, the Statement of Qualifications and the proposal should be submitted on the most favorable terms.

If Aerostar cannot negotiate a satisfactory contract fee with the first-ranked qualified Respondent, negotiations will be terminated with said Respondent and will then begin negotiations with the second-ranked qualified Respondent and subsequently until reaching a reasonable fee to proceed and execute the Master Service Provider Agreement.

SECTION 6. MASTER SERVICE PROVIDER AGREEMENT

6.1 Execution of the Master Service Provider Agreement

Once negotiations regarding the contract fee have been completed with the selected Respondent Aerostar shall deliver the Master Service Provider Agreement completed in accordance with the Statement of Qualifications and proposal submitted by the selected Respondent and as accepted by Aerostar.

Within ten (10) days thereafter, the Respondent shall execute and deliver to Aerostar the Master Service

Provider Agreement and any and all other required information, data, documentation, and material to Aerostar (including, but not limited to, proof of insurance) and perform all other related obligations.

If Aerostar cannot execute the Master Service Provider Agreement with the first-ranked qualified Respondent, it will then begin the negotiations with the second-ranked qualified Respondent and subsequently until reaching a reasonable fee to execute the Master Service Provider Agreement.

In the event of a conflict between the terms of the Master Service Provider Agreement and the provisions of this RFQ or the Statement of Qualifications, the terms of the Master Service Provider Agreement shall govern. Aerostar reserves the right to cancel the award without liability at any time before the Master Service Provider Agreement has been executed by both parties.

6.2 Professional Services Term

The Master Service Provider Agreement is envisioned to become effective on the expected Commencement Date (as defined in the Master Service Provider Agreement) and shall be current for a period of thirty-three (33) months.

6.3 Insurance

Upon execution of the Master Service Provider Agreement, the Provider shall deliver to Aerostar, at its own expense, in addition to any other insurance required from time to time by Aerostar, insurance policies that comply with the requirements established in Exhibit 3 of this RFQ and Section 5 of the Master Service Provider Agreement.

6.4 Failure to execute the Master Service Provider Agreement.

Should the Selected Respondent fail or refuse to execute the Master Service Provider Agreement as provided herein, or otherwise default on the agreement created by Aerostar's acceptance of its Statement of Qualifications, Aerostar may claim to the Respondent those costs incurred in connection to the execution of the Master Service Provider Agreement. Respondents acknowledge that Aerostar has incurred costs and will incur additional costs and damages by reason of such default and that such damages are difficult to determine.

Upon such failure, refusal, or other default, to execute the Master Service Provider Agreement, Aerostar reserves the right to accept the Statement of Qualifications of any other Respondent. Neither the exercise of such right by Aerostar nor the failure to do so shall operate as a release by Aerostar of the defaulting Respondent as to any claims or rights that Aerostar may have against such defaulting Respondent pursuant to the preceding paragraph or otherwise.

SECTION 7. GENERAL DISCLOSURES

7.1 Good Standing

Respondents must be in good standing with Aerostar and shall not have defaulted in the performance of any agreement or contract with Aerostar.

7.2 Unauthorized Contact

Except the communications with Aerostar's Representative, as specifically authorized herein, contact with any official or employee of Aerostar in connection with this RFQ is prohibited and shall be cause for disqualification of the Respondent.

Oral communications and emails from Aerostar, its staff, agents, members, employees, or outside advisor, or any other person associated with this RFQ shall not be binding on Aerostar and shall in no way modify any provision of the RFQ.

7.3 Respondent's Costs

Aerostar will not be liable for and assumes no responsibility for the costs incurred by Respondents in the preparation, submission, presentation and/or negotiation arising from this RFQ.

Respondents shall bear all costs associated with the preparation and submission of their Statement of Qualifications. Each Respondent is solely responsible for the risk and cost of preparing and submitting its Statement of Qualifications and subsequent negotiations with Aerostar. Neither Aerostar nor its officials, employees, or agents will be liable for the cost of doing so or obliged to remunerate or reimburse any Respondent for that cost.

7.4 Amendments

This RFQ may be modified only by a written amendment issued by Aerostar. It is the responsibility of the Respondents to verify that they have received, and incorporated into their responses, all changes to this RFQ due to amendments. Any changes in the requirements of this RFQ that result from the questions and requests for clarifications will be made by addendum to the RFQ.

7.5 Interviews

Respondents may be required to interview with and/or make a presentation to the selection committee (in-person at the SJU Airport administration office) with the date and time to be determined.

7.6 Cancellation; Rejection

Aerostar reserves the right to cancel, at any time for any reason, this RFQ and/or to reject any or all Indications of Interest or Statement of Qualifications submitted. Aerostar shall not have any liability to any Respondent arising out of such cancellation or rejection. Aerostar reserves the right to waive variations in the selection process.

7.7 Considerations and Conditions

The submission of a Statement of Qualifications shall be considered conclusive evidence that the Respondent:

- a. Has read, is thoroughly familiar with, and fully understands the RFQ and all related documentation and materials.
- b. Has read, is thoroughly familiar with, and fully understands the Master Service Provider Agreement, and all related documentation.
- c. Considers it is fully qualified, experienced, capable, and competent to successfully provide the Services and is fully aware and understands all the requirements associated with doing so.
- d. Has thoroughly, conscientiously, and independently investigated all aspects of the opportunity and all related conditions or circumstances and has not relied in any way on any information, data, documentation, or material conveyed in this RFQ or otherwise provided by Aerostar.
- e. Is fully aware of and understands the conditions or circumstances that exist in the community and at SJU Airport.
- f. Has reviewed and fully understands the draft of the Master Service Provider Agreement to be executed.
- g. Understands and acknowledges the insurance and hold harmless requirements of this RFQ,

indemnifies, and holds harmless Aerostar, their members, officers, directors, employees, assignees concessionaires or agents, against liabilities, losses, suits, claims judgments, fines, or demands arising by any act or omission of every kind, character or nature related to this RFQ.

No claim for adjustment of any provision of the Master Service Provider Agreement shall be honored after the Statement of Qualifications has been submitted on the grounds that the Respondent was not fully informed as to the existing conditions or circumstances or any other related matter.

The information provided by Aerostar in this RFQ is the most accurate and quantifiable data presently available to us and is provided solely for the purpose of assisting Respondents in preparing and submitting their Statement of Qualifications. Aerostar cannot and does not make any representation or warranty with regard to the information, data, documentation, and material conveyed in this RFQ or otherwise provided by the Airport. Respondents must conduct their own independent investigation and analysis and make their own assessments, judgments, and decisions regarding this RFQ.

7.8 Confidential Information

All information contained in this RFQ is confidential and proprietary to Aerostar, and:

- (i) shall not be used for any purpose other than for Respondent's preparation of a Statement of Qualifications;
- (ii) may only be disclosed to Respondent's principals, directors, officers, and employees on a need-to-know basis relating directly to your proposal, and only after they have been made aware of and agreed to the confidential nature and restrictions on such information; and
- (iii) may not be disclosed to any third party for any reason, except as is provided for herein or as is approved by Aerostar in advance in writing.

Confidential Information shall remain at all times the sole and exclusive property of Aerostar. No license or other right is granted to Respondent by the disclosure of any information hereunder, nor is any warranty made as to such information. Respondent acknowledges and accepts that Aerostar possesses and will continue to possess Confidential Information that has been created, discovered, or developed by or on behalf of Aerostar, or otherwise provided to Aerostar by third parties, which information has commercial value and is not in the public domain. Respondent acknowledges and accepts that Aerostar and its licensors retain all right, title, and interest in and to the Confidential Information, including without limiting the generality of the foregoing, title to all tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form, regardless of whether provided by or on behalf of Aerostar or created by Respondent.

Respondent shall use reasonable care, but in no event less care than it uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in this RFQ, Respondent shall not: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from Aerostar; or and/or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

Respondent covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the RFQ process with Aerostar, except if such disclosure is: a) authorized in writing by Aerostar; b) required by law; or c) ordered by a competent court or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to Aerostar; provided, however, that Respondent shall give Aerostar prompt notice prior to such disclosure to allow Aerostar to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information. Respondent may make available the Confidential Information to those of its contractors, subcontractors,

agents, representatives, trustees, advisors, directors, officers and employees and affiliates, only on a “need to know” basis, provided that Aerostar may require that Respondent obtain Aerostar’s written consent prior to any disclosure of certain categories of Confidential Information to such parties. Respondent shall require its contractors, subcontractors, agents, representatives, trustees, advisors, directors, officers and employees and affiliates to sign Non-Disclosure Agreements to the benefit of Aerostar.

Respondent will immediately notify, orally and in writing in the event of any disclosure, loss or use of Confidential Information in violation of this Section. Respondent covenants and agrees to notify Aerostar immediately upon discovery or suspicion of any loss, unauthorized access, disclosure or use of Confidential Information, breach or violation of the security systems employed to protect the Confidential Information, or any other breach of this Section, and to assist Aerostar in every reasonable way to help Aerostar regain possession of the Confidential Information, to prevent further unauthorized disclosure or use, and to provide any notifications required under the applicable laws and regulations. Respondent shall comply with any laws and regulations related to the privacy and/or confidentiality of consumer information and/or records.

Respondent acknowledges and accepts that any disclosure by Respondent’s agents, representatives, trustees, advisors, shareholders, directors, officers, contractors, subcontractors, employees and/or affiliates of Respondent and, where applicable, their respective trustees, directors, officers, and employees, shall be deemed to be disclosed by Respondent and Respondent shall be liable for any such disclosure as if Respondent had disclosed the Confidential Information.

Respondent acknowledges and accepts that any unauthorized use or disclosure of Confidential Information is likely to cause injury not readily measurable in monetary damages, and therefore irreparable to Aerostar. Therefore, Respondent acknowledges and accepts that if Respondent breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential Information hereunder, Aerostar shall be entitled, without waiving any other rights or remedies, to equitable relief to protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.

Notwithstanding the term and duration of this RFQ, the obligations set forth in this Section will (i) apply to any Confidential Information disclosed to or accessed by Respondent before and/or after the date of issuance of this RFQ, and (ii) be maintained until such time as said information shall become available to the general public without restriction, not as a result of any action or omission of Respondents, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.

7.9 Entirety

All exhibits, schedules, appendixes, amendments and/or modifications thereto, are expressly incorporated and made a part of this RFQ and shall be considered in its interpretation. No statement from any agent, employee or representative of Aerostar can be interpreted as implicit or in addition to the contents of this RFQ.

Exhibits.

Exhibit 1. Master Service Provider Agreement.

Exhibit 2. Services.

Exhibit 3. Insurance Requirements.

Exhibit 4. Terminal A.

Schedules.

Schedule 1. Indication of Interest Form.

Schedule 2. Corporate Resolution Template.

Schedule 3. Statement of Qualification Form.

Schedule 4. Client Reference Form.

EXHIBIT 1

MASTER SERVICE PROVIDER AGREEMENT

AGREEMENT NUMBER: **DRAFT**

THIS MASTER SERVICE PROVIDER AGREEMENT dated [DATE], is entered into by and between **AEROSTAR AIRPORT HOLDINGS, LLC**, a limited liability company, duly organized and validly existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as “Aerostar”), and [NAME OF ENTITY], a [TYPE OF ENTITY] organized under the laws of the State of [STATE] and duly authorized to do business in the Commonwealth of Puerto Rico (hereinafter referred to as the “Provider”). Aerostar and Provider are hereinafter collectively referred to as the “Parties” or individually, as applicable, as a “Party”.

RECITALS

WHEREAS, Aerostar has the need to contract the services described hereunder;

WHEREAS, Provider is a business that provides the services described hereunder;

WHEREAS, Aerostar wishes to enter into an agreement with Provider as independent contractor for the performance of services described hereunder.

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, warranties, and agreements contained herein and other valuable consideration, the appearing Parties having successfully completed negotiations and agreed upon the terms and conditions of this Agreement hereby reduce said terms and conditions to writing, as follows:

TERMS AND CONDITIONS

ARTICLE 1 BASIC INFORMATION

1.1 **Definitions.** Following are some definitions of the terms used herein:

- (a) **ACDBE:** means the Airport Concession Disadvantage Business Enterprise as defined by 49 CFR Part 23.
- (b) **Aerostar:** means Aerostar Airport Holdings, LLC, and its successors and assigns, represented by its Chief Executive Officer, Mr. Jorge Hernández.
- (c) **Agreement:** means this Master Service Provider Agreement, including any SOW and/or PO (as defined hereunder and entered into pursuant to the terms and conditions described herein).
- (d) **Airport:** means the Luis Muñoz Marín International Airport, located in Carolina, Puerto Rico.
- (e) **Confidential Information:** shall have the meaning set forth in Section 7.8(6).
- (f) **DBE:** means Disadvantage Business Enterprise as defined by 49 CFR part 26.
- (g) **DOT:** means the United States Department of Transportation.

- (h) **Effective Date:** means [EFFECTIVE DATE].
- (i) **Expiration Date:** means [EXPIRATION DATE].
- (j) **FAA:** means the Federal Aviation Administration.
- (k) **ID Badge:** means the Airport identification badge issued by Aerostar's Airport Credentials Office.
- (l) **Indemnified Parties:** shall have the meaning set forth in Section 6.1(A).
- (m) **New Services:** shall have the meaning set forth in Section 2.2.
- (n) **Purchase Order or PO:** means a document generated and issued by Aerostar, that describes the Services (described below). Each PO, issued pursuant to this Agreement, shall be incorporated into and form part of this Agreement.
- (o) **PRPA:** means the Puerto Rico Ports Authority.
- (p) **Services:** means the services, functions, tasks, responsibilities and/or deliverables to be furnished by Provider to Aerostar, pursuant to this Agreement, which shall be described in a PO or in a SOW, as they may be modified, replaced or supplemented in accordance with this Agreement.
- (q) **Statement of Work or SOW:** means a document executed by and between the Parties from time to time, substantially similar to the form of Statement of Work established in Schedule A, that describes, in detail, the Services. SOWs issued in connection to this Agreement will only be valid once Aerostar issues a PO that will be accompanied by the executed SOW. Each SOW shall be incorporated into and form part of this Agreement.
- (r) **Term:** means [TERM].
- (s) **TSA:** means the Transportation Security Administration.

1.2 **Schedules.** The following schedules are attached and made part of this Agreement for all intents and purposes and are hereby incorporated by reference. The actions included in such schedules are agreements between Aerostar and Provider, respectively, to comply with such obligations established therein in the way and form so established.

Schedule A. Statement of Work Template

1.3 **Rules of Construction.** Wherever used in this Agreement.

The words "include" or "including" shall be construed as incorporating "but not limited to" or "without limitation";

The phrase "at Provider's expense" means at the sole and exclusive expense of Provider, who shall be responsible for all costs involved in, or associated with, the applicable matter;

The phrase "in Aerostar's discretion" means in Aerostar's sole and exclusive discretion and judgment;

Wherever this Agreement imposes any obligation upon Provider, or provides that Provider shall be responsible for any action or matter, this Agreement shall be construed to mean that Provider shall perform or undertake the matter at Provider's sole cost and expense, unless expressly specified otherwise; and

Captions of this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

ARTICLE 2 SERVICES

2.1 **Purchase Orders/Statements of Work.** Provider shall provide the Services described in a PO issued by Aerostar or in a SOW executed by an authorized representative of the Parties, from time to time. When a SOW is executed by the Parties, the SOW will only be valid once Aerostar issues a PO that will be accompanied by the executed SOW. Each PO issued by Aerostar and/or SOW executed by the Parties shall be incorporated into and form a part of this Agreement and shall be governed by the provisions hereof and any additional provisions set forth in the applicable PO and/or SOW. Each PO and/or SOW shall set forth the applicable methodology, phases, deliverables, schedules, milestones, and timeframe for the rendering of the Services contemplated in said PO and/or SOW. All Services shall be subject to and governed by the terms and conditions of this Agreement and of the particular provisions of the applicable PO and/or SOW.

2.2 **Additional Services.** If any services, functions, tasks, or responsibilities not specifically described in this Agreement, PO and/or SOW are required for the proper performance and provision of the Services, they shall be deemed to be required by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement, the applicable PO and/or SOW. In the event that Aerostar requests Provider to perform functions that are materially different from, and in addition to the Services ("New Services"), the Parties' obligations with respect to such functions shall be as follows:

- (1) To the extent that such additional functions require resources for which a pricing metric or charging methodology exists under this Agreement, the applicable PO and/or SOW, the additional functions shall be priced in accordance with such pricing metric or charging methodology, Aerostar shall pay the charges for such additional functions through such pricing metric or charging methodology, and such additional functions shall be considered "Services" (and not "New Services") and shall be subject to the provisions of this Agreement, and the applicable PO and/or SOW.
- (2) To the extent that such additional functions require resources for which a pricing metric or charging methodology does not exist under the Agreement, the applicable PO and/or SOW, and Provider agrees to provide such additional functions, then, prior to performing such additional functions:
 - a. Provider shall quote to Aerostar a charge for such additional functions. Such quote shall be reduced, as applicable, to take into account resources and expenses of Provider for then-existing Services that would no longer be required if the additional functions would be performed by Provider.
 - b. Upon receipt of such quote, Aerostar may then elect to have Provider perform the additional functions, and the charges under this Agreement, the applicable PO and/or SOW shall be adjusted, if appropriate, to reflect such functions. If Aerostar so elects (as set forth in the preceding sentence), such services shall then be deemed "Services" and shall be subject to the provisions of this Agreement, and of each applicable SOW and/or PO.
- (3) Evolution, supplements, modifications, enhancements and replacements of the Services over time due to technological advancements and improvements in the methods of delivering

Services, shall not be deemed to be functions materially different from and in addition to the Services.

- (4) The Parties agree that in the event that Aerostar acquires or merges with another entity, Aerostar may, at its option: (i) engage a third party to provide services similar to the Services to such other entity, or (ii) direct Provider to provide the Services to such entity.

2.3 **Resources Generally.** Except as otherwise expressly provided in this Agreement, in the applicable PO and/or SOW, Provider shall be responsible for providing the facilities, personnel, equipment hardware, software, and other resources necessary to provide the Services.

2.4 **Use of Subcontractors and Other Support.** Provider shall not delegate or subcontract, without Aerostar's prior written approval, any of its obligations under this Agreement. In seeking Aerostar's approval, Provider shall specify in writing to Aerostar: *a)* the specific components of the Services that Provider proposes to subcontract, *b)* the scope of the proposed subcontract, and *c)* the identity and qualifications of the proposed subcontractor. At Aerostar's request, Provider shall forward to Aerostar a description of the scope and material terms (other than financial) of the subcontract or proposed subcontract. Aerostar shall have the right to approve or disapprove of proposed subcontractors in its sole and entire discretion. Any delegation or subcontracting by Provider in violation of this section shall be null and void. Aerostar shall have the right to revoke its prior approval of a subcontractor and to request that a Provider's subcontractor be removed if: (i) the subcontractor's performance does not comply with the terms and conditions of this Agreement and of each applicable SOW and/or PO; (ii) there have been material misrepresentations by or concerning the subcontractor; and/or (iii) the subcontractor (x) becomes subject to an investigation related to any fraudulent and/or unlawful act allegedly committed by the subcontractor; and/or (y) any complaint, claim, indictment, accusation, and/or administrative proceeding is filed, issued and/or initiated against the subcontractor related to any fraudulent and/or unlawful act allegedly committed by the subcontractor; and/or (z) any judgment, verdict, ruling, order, and/or administrative decision is issued against the subcontractor related to any fraudulent and/or unlawful act committed by the subcontractor. Provider shall remain responsible for obligations, services and functions performed by subcontractors to the same extent as if such obligations, services and functions were performed by Provider and/or Provider's employees, and for purposes of this Agreement and of each applicable SOW and/or PO such work shall be deemed work performed by Provider. Provider shall be Aerostar's sole point of contact regarding the Services, including with respect to payment. Provider shall not disclose Confidential Information (as said term is defined hereunder) to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Provider under this Agreement. To the extent subcontractors, agents, representatives and other entities perform, or otherwise provide support to Provider related to the Services, Provider shall cause such entities to comply with the applicable obligations and restrictions under this Agreement and of each applicable SOW and/or PO, including, but not limited to, compliance with the insurance requirements set forth Article 5.

2.5 **Services fees.**

(A) In consideration of the Services rendered pursuant to this Agreement, Aerostar agrees to pay Provider the fees set forth in each applicable PO and/or SOW. The fees set forth in each PO and/or SOW shall be the only compensation to which Provider shall be entitled for the performance of its obligations under this Agreement. Except as may be otherwise provided in this Agreement, PO and/or SOW. Periodic charges under this Agreement are to be computed on a calendar month basis and shall be prorated for any partial month.

(B) Aerostar may withhold payment of particular charges that Aerostar disputes in good faith. In the event that charges cover both disputed and undisputed items, Aerostar shall pay all undisputed items.

With respect to particular charges that Aerostar disputes in good faith, (i) if Aerostar has already paid any disputed charge, Aerostar may set-off the disputed charge against other charges owed by Aerostar hereunder; and (ii) if Aerostar has not paid any disputed charge, Aerostar may withhold payment of such charge. Aerostar shall notify Provider in writing on or before the date that any amount is so withheld (whether in respect of dispute on a current invoice or as a set off) and describe, in reasonable detail, the reason for such withholding.

(C) All variable charges and credits shall be billed or credited, as the case may be, in arrears in the following month's invoice. Each invoice shall, for each charge broken out on the invoice, cite the specific section(s) of the Agreement, the applicable SOW and/or PO on which such charge is based. Provider shall include the calculations utilized to establish the charges. All charges shall be stated in United States dollars. Each invoice shall separately state the amounts of any taxes Provider is collecting from Aerostar, if any, and Provider shall remit such taxes to the appropriate authorities. Provider shall render a single consolidated invoice for each month's charges showing such details as reasonably specified by Aerostar. Related fees and charges shall be grouped together in a logical manner to facilitate review and verification by Aerostar. Invoices will be in a format and at a level of detail and with appropriate back-up documentation approved by Aerostar. The form of invoice shall be as approved by Aerostar.

In no event shall Provider invoice Aerostar for any Services more than sixty (60) days after the date such Services were performed; provided, however, that Aerostar shall not be responsible for such Provider charges if invoiced to Aerostar more than sixty (60) days after the date such Services were performed.

(D) Subject to the provisions of this Agreement and of each applicable PO and/or SOW, invoices provided and properly submitted to Aerostar pursuant to this Agreement shall be due and payable by Aerostar within sixty (60) days after receipt of such invoice by Aerostar. Any amount due under this Agreement for which a time for payment is not otherwise specified shall be due and payable within sixty (60) days after receipt of a proper invoice for such amount.

(E) Provider shall maintain complete and accurate records of and supporting documentation for the amounts billable to and payments made by Aerostar hereunder, to the extent required to comply with any audit requirements established herein and in accordance with generally accepted accounting principles applied on a consistent basis. Provider agrees to provide Aerostar with documentation and other information with respect to each invoice as may be reasonably requested by Aerostar to verify accuracy and compliance with the provisions of this Agreement.

(F) When Aerostar has prepaid for a service or function for which Provider is assuming, or shall become obligated to assume, financial responsibility under this Agreement, Provider shall refund to Aerostar, upon either Party identifying the prepayment, that portion of such prepayment which is attributable to instances in which Provider is obligated to pay for such service or function. The foregoing does not in any way compel Aerostar to prepay for any Services.

(G) If Provider should receive a refund, credit or other rebate for goods or services previously paid for by Aerostar, Provider shall promptly notify Aerostar of such refund, credit or rebate and shall promptly pay the full amount of such refund, credit or rebate, as the case may be, to Aerostar.

(H) At its option and in good faith, Aerostar may set off, as a credit against the monthly charges payable to Provider under this Agreement, any amounts to be paid, reimbursed, or otherwise owed or owing to Aerostar by Provider under this Agreement, and such other agreements as the Parties may mutually agree. In addition, Aerostar may set off any amounts owing to Aerostar, as identified in audits performed pursuant to this Agreement.

ARTICLE 3

TERM

- 3.1 **Term.** The Parties expressly agree that, subject to the instances of early termination provided herein, this Agreement shall be in full force and effect for the Term, beginning on the Effective Date and concluding on the Expiration Date.
- 3.2 **Option to extend the Term.** Notwithstanding the above, at Aerostar's sole discretion, the Agreement may be extended for one (1) additional term of one (1) year, under the same terms and conditions included in the original Agreement (the "Extension Term").

ARTICLE 4

TERMINATION

- 4.1 **Termination without cause.** This Agreement, any PO, SOW and/or any portion of this Agreement, PO and/or SOW may be terminated by Aerostar for convenience (i.e. for any or no cause), without further liability or obligation, by providing a thirty (30) days prior written notice to Provider, notifying its intent to terminate and the effective date of such termination. In such event, Provider shall have no further rights hereunder. In the event of a termination hereunder, Aerostar shall pay all outstanding invoices for all work or services authorized, and rendered and accepted, prior to termination of this Agreement, which are not in dispute and are liquid, due and payable under this Agreement.
- 4.2 **Termination for cause:** Aerostar may terminate this Agreement any PO, SOW, and/or any portion of this Agreement, PO and/or SOW for cause for:
1. A breach of any provision of this Agreement, any SOW and/or PO by Provider, that is not cured by Provider within five (5) calendar days of the date on which Aerostar provides written notice of such breach. Aerostar shall exercise its termination option by delivering to Provider a written notice of such termination identifying the scope of the termination and the termination date.
 2. Immediately, if Provider commits more than three (3) breaches of its duties or obligations under this Agreement, any SOW and/or PO, over a period of six (6) months, which breaches do not arise out of a single event or series of closely related events.
 3. Immediately, upon a change in control of Provider whereby a person obtains the legal, beneficial or equitable ownership of a majority or controlling interest in Provider (and/or its respective controlling affiliates, if any).
 4. If a petition in bankruptcy is filed by or against Provider, or Provider becomes insolvent or makes a general assignment for the benefit of creditors, Aerostar may terminate this Agreement immediately without notice and without further obligation.
 5. If all or any portion of Provider's licenses or permits to do business in Puerto Rico are revoked or suspended, or any of Provider's insurance policies, related to this Agreement, are canceled, reduced or otherwise invalidated, Provider shall promptly notify Aerostar, and Aerostar may terminate this Agreement immediately without notice and without further obligation.
- 4.3 **Unsatisfactory Performance.** If Provider's performance is, in Aerostar's reasonable judgment, unsatisfactory, Aerostar shall make demand upon Provider to improve its performance. If Provider does not improve its performance within fifteen (15) days after such demand, then Aerostar shall be entitled

to terminate this Agreement forthwith at any time thereafter with no further liability or obligation to Aerostar.

ARTICLE 5 INSURANCE

- 5.1 **Insurance.** During the Term of this Agreement, Provider shall obtain and maintain, in addition to any other insurance required by Aerostar from time to time, insurance policies that comply with the requirements established herein. The insurance policies shall be in a form acceptable to Aerostar and issued by a company authorized and licensed to do business in Puerto Rico, with a classification of A- or more by the firm of A.M. Best. Prior to the execution of this Agreement, Provider shall provide Aerostar with a certificate of insurance which includes all of the requirements and endorsements mentioned in this Article.
- 5.2 **Object of the Insurance.** The object of the insurance policies required herein is the payment for any certain civil liability by Provider (including any of its employees, representatives, agents and/or property), which could result from its direct or indirect operation and activities at or regarding the Airport and the damages that could be caused to (a) the Airport, its assets, facilities, installations, intellectual property, employees, members, officers, representatives and/or (b) third parties, including but not limited to their persons, employees, facilities and/or property.
- 5.3 **No representation as to adequacy.** The amounts listed in this Article indicate only the minimum amount of insurance required by Aerostar to provide the Services at the Airport. It is expressly understood that Aerostar does not represent that the types or minimum limits of the insurance, set forth herein are adequate to protect Provider's interest. Furthermore, Provider agrees that being insured does not release Provider of its obligation to pay damages caused and arising from its activities in the Airport, which might not be covered by the insurance, reason for which Provider must respond for such responsibility, being obliged to compensate the person receiving damages with its own resources.
- 5.4 **Required Insurance Limits of Provider.**

5.4.1 Commercial General Liability

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage
\$ 10,000	Medical Expense (per person)

Employers Liability (Stop Gap)

\$1,000,000	Each employee, by accident
\$1,000,000	Each accident, by accident
\$1,000,000	Each employee, by disease
\$1,000,000	Each policy, by disease

5.4.2 Automobile Liability

Provider shall carry \$1,000,000 limit per occurrence, any auto, Combined Single Limit for property and bodily injury, if Provider will be operating vehicles in the public area of the Airport; and \$5,000,000 limit per occurrence, any auto, Combined Single Limit, for property and bodily injury if Provider will be operating vehicles inside the secured area of the Airport. An umbrella may be utilized to reach the aforementioned limits.

5.4.3 Professional Liability

Provider shall maintain Professional Indemnity insurance in the amount of no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

- 5.5 **Endorsements.** The Commercial General Liability Policy, Employers Liability Policy (Stop Gap), and Automobile Liability Policy shall include the following endorsements:

- 5.5.1 **Additional Insured.** The following entities shall be named as an Additional Insured:

AEROSTAR AIRPORT HOLDINGS, LLC
PO BOX 38085
SAN JUAN, PR 00937-1085

PUERTO RICO PORTS AUTHORITY
PO BOX 362829
SAN JUAN, PR 00936-2829

CITIBANK, NA as Collateral Agent
CITIBANK AGENCY & TRUST
388 GREENWICH STREET
NEW YORK, NY 10013

- 5.6 **Waiver of Subrogation.** Provider must include, in favor of the Additional Insured, the following endorsement:

“The insurer hereby waives its right of subrogation against AEROSTAR AIRPORT HOLDINGS, LLC, PUERTO RICO PORTS AUTHORITY AND CITIBANK, NA, and any affiliated, associated and/or subsidiary corporation or companies and/or any partners, officers, and/or individuals connected therewith. This insurance shall not be invalidated, should the insured warrant in writing prior to a loss, any or all rights of recovery against any party for loss occurring to the property described herein.”

- 5.7 **Hold Harmless.** Provider must include, in favor of the Additional Insured, the following endorsement:

“The Insured shall defend, indemnify and hold harmless AEROSTAR AIRPORT HOLDINGS, LLC, THE PUERTO RICO PORTS AUTHORITY and CITIBANK, NA, as well as their corresponding affiliates, members, officers, directors, managers, employees and agents, and their respective successors and assignees (collectively, the “Additional Insured”), from and against any and all causes of action, claims, demands, losses, liens, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees, other costs of legal defense, claims for personal injury, death and damage to property, clean-up costs, commodity spills and damage to the environment) that the Additional Insured may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, to any acts or omissions by the Insured, its officers, members, shareholders, partners, affiliates, directors, employees, agents or contractors, related to the services provided by the Insured at the Luis Muñoz Marín International Airport or its business operations at the Luis Muñoz Marín International Airport and its insurers shall defend the Additional Insured from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverages and limits provided by this policy.”

- 5.8 **Notice of Cancellation.** Provider must include, in favor of the Additional Insured, the following endorsement:

“The coverage of this policy cannot be amended with the purpose of reducing the protection below the limits herein specified or any other circumstance, nor can the same be canceled without the previous written notification to the Additional Insured within thirty (30) days in case of non-renewal of the policy.”

- 5.9 **Worker’s Compensation Insurance.** Provider must have and maintain Worker’s Compensation Insurance, in accordance with a policy issued by the State Insurance Fund.
- 5.10 **Puerto Rico Disability Benefits Insurance.** Provider shall carry Employee Disability Insurance in compliance with the Disability Benefits Act of 1968 (Law #139 of June 26, 1968, effective July 1, 1969) or any other plan authorized by that law.
- 5.11 **Unemployment Insurance, etc.** Provider shall pay all Commonwealth of Puerto Rico and federal taxes for unemployment insurance, or any other social security tax with respect to all employees engaged in the performance of this Agreement, and agrees to pay the same, and further agrees to meet all requirements that may be specified in regulations now or hereafter, promulgated from time to time.
- 5.12 **Insurance renewal.** Provider agrees that no more than thirty (30) days prior to the expiration date of any of the policies required in this Agreement, or any other policy that Provider has in force at the moment this Agreement is executed, a certificate of insurance or a certified copy of all of the policies required in this Agreement will be submitted to Aerostar.
- 5.13 **Failure to provide insurance policies.** If Provider fails to provide or maintain insurance policies and its endorsements as required herein, Aerostar may at its sole and absolute discretion:
- 5.13.1 Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- 5.13.2 Order Provider to stop any Service under this Agreement and/or withhold any payment(s) which become due to Provider hereunder until Provider demonstrates total compliance with the requirements hereof;
- 5.13.3 Immediately terminate this Agreement, or any SOW and/or PO, without any liability whatsoever.

Exercise of any of the above remedies, however, is an alternative to other remedies Aerostar may have under this Agreement, law or equity and is not an exclusive remedy for Provider’s failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which Provider may be held responsible for payment of damages to persons or property resulting from Provider’s performance of the Services covered under this Agreement.

ARTICLE 6 INDEMNITY

6.1 Indemnity.

(A) Provider shall defend, indemnify and hold harmless Aerostar, the PRPA and/or their respective affiliates, members, officers, directors, insurers, managers, employees and agents, and successors and assignees (collectively, the “Indemnified Parties”), from and against any and all causes of action, claims, demands, losses, liens, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney’s fees, other costs of legal defense, claims for

personal injury, death and damage to property) that the Indemnified Parties may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, (i) any acts or omissions by Provider, its officers, directors, employees, agents or contractors, (ii) non-fulfillment or breach by the Provider of any representations, warranties, covenants and/or any other obligations and/or dispositions contained in this Agreement, a SOW and/or a PO, (iii) Provider's business or activity, (iv) the infringement or alleged infringement of any rights of third parties, or (v) Provider's or its officers, directors, employees, agents or contractors' failure to comply with any law, rule or regulation. Provider will also hold harmless and indemnify Indemnified Parties for any claim for insurance premium or any claim by any employee of Provider for injuries sustained in the ordinary courses of business, including, but not limited to Provider's employees or those of its agents or sub-contractors.

(B) Provider, in addition to any other remedies afforded under the law and/or this Agreement, shall also be liable for Aerostar's reasonable expenses incurred in mitigation of damages plus Aerostar's administrative expenses incurred in connection with the processing of claims against Provider.

(C) The provisions of this Article 6 shall survive cancellation, termination, or expiration of this Agreement.

ARTICLE 7 PROVIDER OBLIGATIONS

- 7.1 **Compliance with Laws, Rules and Regulations.** Provider shall at all times and at its own cost and expense, observe and comply with, all applicable laws and regulations of the Commonwealth of Puerto Rico, all applicable federal laws and regulations, any applicable municipal ordinance, all laws and regulation of the FAA and/or the TSA, and any other applicable law or regulation, now existing or later in effect that are applicable to it or to the services included in this Agreement, including but not limited to, those laws expressly enumerated in this Article, and those that may in any manner apply with respect to the performance of Provider's obligations under this Agreement, including any administrative or judicial mandate, interpretation, rule, ordinance or code established by any agency of the Commonwealth of Puerto Rico or the Federal Government or its agencies in relation to the occupation and/or operation of the facilities under this Agreement and/or any applicable SOW and/or PO. Provider must comply with any and all of the regulations, standards, guidance and/or orders, among others, issued by Aerostar from time to time.

It is expressly acknowledged and agreed that the obligations of Provider to comply with the provisions of the present Article of the Agreement shall be subject to applicable law, for so long as such law remains in effect and only to the extent required thereunder as the same may be amended from time to time.

Provider shall notify Aerostar within seven (7) calendar days after receiving notice from any local or federal agency and/or governmental authority that Provider may have violated any of the above.

7.2 Non-Discrimination Laws.

1. It is an essential element of this Agreement that Provider shall comply with all applicable Commonwealth of Puerto Rico and Federal Laws regarding non-discrimination, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans

with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended; (ix) Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended; and (x) Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended.

2. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, Provider understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement; and/or from activities provided for under this Agreement on the basis of any disability. Provider agrees to comply with the “General Prohibitions Against Discrimination”, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by Aerostar through contracts with outside contractors. The Provider shall be responsible for and agrees to indemnify and hold harmless Aerostar from all losses, damages, expenses, claims, demands, suits, and actions brought, by any party, against Aerostar, as a result of the Provider’s failure to comply with the provisions of this Article of this Agreement. The foregoing obligation and indemnity will survive termination of this Agreement.
3. Provider shall be responsible for and agrees to indemnify and hold harmless Aerostar from all losses, damages, expenses, claims, demands, suits, and actions brought, by any party, against Aerostar, as a result of Provider’s failure to comply with the provisions of this Article of this Agreement. The foregoing obligation and indemnity will survive termination of this Agreement.

7.3 **Commonwealth Non-Discrimination/Sexual Harassment Clause.** Provider hereby guarantees that in providing the Services through the present Agreement, it will abide and comply with Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended (Non-Discrimination Act), Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended (Sexual Harassment Act), and Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended (Sexual Discrimination Act). To those effects, Provider specifically agrees and recognizes as follows:

1. In the hiring of any employees for the performance of work, or any other activity required under this Agreement or any subcontract, required by the same Provider and/or any sub-contractor or person acting on behalf of Provider and/or a sub-contractor shall not discriminate by reason of gender, race, creed, color, age, marital status, sexual orientation and or gender identity against any person who is qualified and available to perform the work to which the employment relates.
2. Neither Provider nor any subcontractor and/or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the performance of work or any other activity required from Provider under this Agreement on account of gender, race, creed, color, age, marital status, sexual orientation and/or gender identity.
3. Provider and all its subcontractors shall establish and maintain in full form and effect, during the duration of this Agreement a written sexual harassment policy and shall inform their employees of said policy. The written sexual harassment policy must contain a notice that sexual harassment will not be tolerated and inform the employees of the fact that those who practice or incur in sexual harassment will not be tolerated and will be subject to discipline.
4. Provider shall not discriminate by reason of gender, race, creed, color, age, marital status, sexual orientation and/ or gender identity against any contractor or supplier who is qualified to perform the work to which the contract relates.

5. Provider shall include the provisions of this Article in every subcontract so that such provisions will be binding upon each contractor.
6. In the event that Provider's default results from a violation of the terms and conditions of this Article, Aerostar may cancel or terminate this Agreement and Provider agrees to indemnify and hold harmless Aerostar from all losses, demands, suits and claims brought up by any party, against Aerostar, as a result of Provider's failure to comply with the provisions of this Section. The provisions of this subsection survive termination of the Agreement.

7.4 **Tax Certificates and Compliance.** Provider for itself or each of its equity participants (if Provider is a partnership under the New P.R. Revenue Code) represents that as of the Effective Date of this Agreement (i) neither it nor any of its Equity Participants has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center or (ii) it or its Equity Participants have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.

1. Provider and its equity participants acknowledge and agree that they shall obtain and deliver to Aerostar, prior to the execution date of this Agreement, the following:
 - a. A certification of filing of income tax returns for the past five (5) years, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth or a certification by Provider and each of its Equity Participants (if Provider is a partnership under the New P.R. Revenue Code) that as of the Effective Date of this Agreement it does not have and has not had to submit income tax returns and pay taxes in the Commonwealth during the past five (5) years;
 - b. A "no taxes debt due" certificate, or payment plan and compliance therewith, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth;
 - c. A certificate of no debt, or payment plan and compliance therewith, with respect to real and personal property taxes issued by the Municipal Revenues Collection Center; and,
 - d. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workmen's compensation), and chauffeur's social security issued by the Department of Labor and Human Resources of the Commonwealth.
2. Provider must require from any contractor and/or sub-contractor, to comply with the dispositions of this Section.
3. Provider shall be responsible for obtaining and requiring from all contractors and/or sub-contractors, said certifications and notify Aerostar of the compliance with this Section. This obligation will continue throughout the duration of this Agreement.

7.5 **ACDBE / DBE.** Provider agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any DOT-assisted contract or, if applicable, in the administration of its DBE/ACDBE program or the requirements of 49 CFR Part 26 and 49 CFR Part 23.

Provider shall take all necessary and reasonable steps under 49 CFR Part 26 and 49 CFR Part 23 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Aerostar's ACDBE/DBE program, as required by 49 CFR Part 26 and 49 CFR Part 23, and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.

Provider, its sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Provider shall carry out applicable requirements of 49 CFR Part 26 and 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by the Provider or its subcontractors to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Aerostar deems appropriate.

The Provider agrees to include the above statements in any subsequent contract covered by 49 CFR part 26 and 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

7.6 **Non-Collusion and Acceptance.** Provider attests, subject to the penalties for perjury, that no director, member, officer or employee of Provider, directly or indirectly, to the best of Provider's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement.

7.7 **Local Goods and Services.** Pursuant to Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, 3 P.R. Laws Ann. § 930 *et seq.*, Provider shall use, to the extent available and applicable to the Services provided hereunder, and to the extent permitted by applicable Law, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

7.8 **Integrity and Confidential Information.**

1. Provider shall maintain the highest standards of integrity in the performance of this Agreement and any applicable SOW and/or PO, and shall take no action in violation of Commonwealth of Puerto Rico or Federal Laws and Regulations. Provider certifies that it does not represent particular interests in cases or matters that would imply a conflict of interest or public policy between Aerostar and the interests it represents.
2. Provider covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the course of the contractual arrangements with Aerostar, except if such disclosure is: (i) authorized in writing by Aerostar; ii) required by law; or iii) ordered by a competent court, or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to Aerostar; provided, however, that Provider shall give Aerostar prompt notice prior to such disclosure to allow Aerostar to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information.
3. Provider covenants and agrees that any Confidential Information disclosed or shared is under strict confidentiality. Provider shall use reasonable care, but in no event less care than a reasonable businessperson uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in this Agreement, Provider shall not: (i) disclose, in whole or in part, any Confidential Information received directly or

indirectly from Aerostar; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

4. Provider acknowledges and accepts that any unauthorized use or disclosure of Aerostar's Confidential Information is likely to cause injury not readily measurable in monetary damages and therefore irreparable to Aerostar. Therefore, Provider acknowledges and accepts that if Provider breaches any of its obligations with respect to confidentiality and unauthorized use of the Confidential Information hereunder, Aerostar shall be entitled, without waiving any other rights or remedies, to equitable relief to protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.
5. Notwithstanding the Term of this Agreement, the obligations set forth in this section will: (i) apply to any Confidential Information disclosed to Provider before and/or after the execution of this Agreement, and (ii) be maintained until such time as said information shall become available to the general public without restriction, not as a result of any action or omission of Provider, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.
6. For the purpose of this Agreement "Confidential Information" means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. "Confidential Information" includes, without limiting the generality of the foregoing, the terms of this Agreement, and information: (i) relating to Aerostar's business or operations, including but not limited to technical data, know-how, systems, corporate structuring, trade secrets, access passwords, policies, rules, manuals, list of suppliers, fees and clients; (ii) concerning persons or entities who obtain products or services from Aerostar; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.
7. Provider shall not, in connection with this Agreement or any other agreement with Aerostar, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any director, officer, member or employee of Aerostar.
8. Provider shall not, in connection with this Agreement or any other agreement with Aerostar, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any director, officer, member or employee of Aerostar.
9. Provider shall not accept or agree to accept from, or give or agree to give to, any director, officer, member or employee of Aerostar, any gratuity from any person in connection with this Agreement that is intended by Provider thereof to be a material inducement to enter into this Agreement or any other agreement.
10. Provider, upon being informed that any violation of the provisions of this Agreement has occurred or may occur, shall immediately notify Aerostar in writing.
11. Provider, by execution of this Agreement and any request for compensation pursuant hereto, certifies and represents that it has not violated any of the provisions of this Agreement.
12. Provider certifies that neither public official nor employees of the PRPA nor a member of their family (whichever applicable), has direct or indirect interest in this Agreement, and any SOW and/or PO issued in connection therewith.

13. Provider certifies that it does not receive any payment nor compensation for services rendered under appointment to any other agency, organism, public corporation or municipal government of Puerto Rico or related public instrumentality.

14. In the event Provider defaults as a result from a violation of any of the provisions of this Section, Aerostar may terminate this Agreement and any other agreement with Provider and debar and suspend Provider from doing business with Aerostar. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those Aerostar may have under law, statute, regulation, or otherwise.

15. For purposes of this Section only, the words “consent” and “gratuity” shall have the following definitions:

“Consent” means written permission signed by a duly authorized officer or employee of Aerostar; provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal or contractual terms, Aerostar shall be deemed to have consented by virtue of execution of this Agreement; and,

“Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

7.9 **Commonwealth Tax Liabilities.** Provider shall inform Aerostar if, at any time during the Term, it becomes delinquent in the payment of taxes imposed by any Governmental Authority of the Commonwealth of Puerto Rico.

7.10 **Sub-Contracts.** To the extent permitted by applicable law and by this Agreement, Provider shall include the provisions of this Article in every subcontract and supply contract so that they shall be binding on each contractor.

7.11 **Governmental Contractor Code of Ethics.** Provider shall comply with the requirements of the Code of Ethics for Contractor, Suppliers and Solicitors of Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico pursuant to Title III of Act No. 2-2018.

7.12 **Practice of Engineering, Architecture and Other Professions in the Commonwealth of Puerto Rico.** To the extent that the performance of any of the Services described in a SOW and/or PO, involves the performance of architectural, engineering, land surveying, and landscape architecture services, governed by Act. No. 173 of August 12, 1988, P.R. Laws Ann. §711 *et. seq.*, as amended (“Act 173”), then (a) Provider shall comply (and shall require its subcontractors or agents, if any, to comply) with said Act 173, and (b) Provider shall monitor compliance by its subcontractors and agents with said Act. 173.

7.13 **Duty to Inform of Criminal Investigations.** Provider shall inform Aerostar if, at any time during the Term, it becomes subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function, or charges involving public funds or property.

7.14 **Additional Federal Provisions:**

(a) **General Civil Rights Provisions:** The Provider agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Provider and its subcontractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(b) **Compliance with Nondiscrimination Requirements:** During the performance of the Agreement, Provider, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Provider, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of the Provider's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to Aerostar or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Provider's noncompliance with the non-discrimination provisions of this Agreement, Aerostar will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Provider under the Agreement until the Provider complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions

including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request Aerostar to enter into any litigation to protect the interests of Aerostar. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

(c) **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Provider, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131–12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

7.15 **Services.** Provider shall provide Aerostar with the Services described in each PO and/or SOW in a prompt and professional manner following the customary industry practices. In addition, Provider shall

provide Aerostar those additional Services as may be included from time to time in a SOW and/or PO and subject to the rates and charges that have been mutually established by the Parties in the SOW and/or PO.

7.16 **Safety.** Provider shall adopt all necessary actions and safety measures that a reasonable and prudent person would take and as required by the Services to be provided. Provider shall also comply with all applicable OSHA regulations and guidelines when performing the Services required in each SOW and/or PO, all safety measures consistent with generally accepted industry standards.

7.17 **Prompt Service.** Provider shall promptly and efficiently perform safely and with reasonable dispatch and without delay, the Services entrusted to it hereunder at the request of Aerostar. Provider agrees to use its best efforts to expedite services when so requested by Aerostar.

7.18 **Equipment and personnel.**

1. **Lawful Operation:** Provider shall, at its cost and expense, in a proper and lawful manner and further agrees to maintain its equipment in good, safe and lawful operating condition at all times. Provider shall be responsible for all taxes, licenses, permits, tolls and fees necessary to provide the Services contemplated by this Agreement.

2. **Qualified Personnel:**

(a) Provider shall, at its cost and expense, employ to perform the Services agreed upon through this Agreement, fully qualified personnel, which shall procure and maintain such licenses and permits as are required by local, state, or federal authorities with respect to such Services and shall comply with the laws and regulations applicable thereto. Provider shall require that its personnel dispatched pursuant to this Agreement shall be well-groomed and courteous while performing the Services required by this Agreement at Aerostar's facilities.

(b) Provider shall provide, and shall cause its subcontractors to provide, all such training to the employees of Provider and its subcontractors as may be necessary for them to perform, on behalf of Provider, all of Provider's duties under this Agreement. The personnel that Provider employs as supervisors, quality monitors and internal training managers must attend the training meetings or programs which may be held periodically by Aerostar, following coordination among the parties at least five (5) days in advance.

(c) If Aerostar believes that the performance or conduct of any person employed or retained by Provider to perform Provider's obligations under this Agreement is unsatisfactory or is not in compliance with the provisions of this Agreement, then Aerostar shall so notify Provider and Provider shall promptly address the performance or conduct of such person, or, at Aerostar's request, immediately replace such person with another person acceptable to Aerostar.

(d) Provider and the Provider's personnel used to provide the agreed Services must maintain high levels of honesty and integrity in their relationships with the public and shall abstain from any action that may discredit, dishonor or harm in any matter the name of Aerostar.

3. **Operating Expenses:** Provider shall bear the cost and expense of all fuel, oil, tires, parts, road service, maintenance, repair, and any other cost or expense in connection with the use and operation, including but not limited to any machinery, tools and equipment which may be required to be used to render the Services agreed upon. Aerostar shall not be liable to Provider

for any damage sustained by or to Provider's equipment or for loss by confiscation or seizure of Provider's equipment by any public authority.

4. **Exclusive Control:** Provider shall have sole and exclusive control over the manner in which Provider's employees and agents perform the Services detailed in a SOW and/or PO, and Provider shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Provider.
5. **Equipment:** Provider agrees that all equipment, machinery and materials used to comply with this Agreement shall be in full compliance with any and all applicable laws, rules and regulation.
6. **Delay, Accidents:** Provider shall notify Aerostar immediately by telephone, fax or e-mail of any accidents, spills, theft, hijacking, or other events which impair the safe and prompt delivery of the Services.
7. **Security Measures:** Provider shall take all actions reasonably required by Aerostar and any laws and/or regulations of the Commonwealth of Puerto Rico or Federal Law to ensure the security and safety all personnel and public during performance of the Services provided. Nothing herein shall excuse Provider from complying with any security obligations imposed by law or regulation of any governing body.
8. **Record Retention:** Provider agrees to keep full, complete, and accurate records of all Services provided to Aerostar, which shall include the nature of the Services, their cost, identify who or whom provided the Services, and the date and hour in which the Services were provided. Provider may keep its records in electronic format.
9. **ID Badges:** All employees assigned by Provider to the Airport must have a valid ID Badge issued by Aerostar's Airport Credentials Office. Provider or Provider's employees will be responsible for any and all ID Badges fees. Nonetheless, Provider will ultimately be the sole responsible for any and all Airport ID Badges issued in connection to this Agreement and any and all fees associated to them.

In order for Aerostar to issue the ID Badges referred to herein, the Provider must deliver within five (5) business days following the execution of this Agreement, a list of the names and position of the personnel providing the Services. If the Provider needs to change or add personnel, it must notify Aerostar in writing within five (5) business days, so that Aerostar proceeds to issue the corresponding airport ID Badges. Aerostar will provide the airport ID Badges to the new personnel once the Provider returns the cards issued to the personnel which have ceased to provide the Services.

Provider must submit Aerostar's Airport Credentials Office, on a quarterly basis no later than the fifth (5th) business day of the corresponding month, an active ID Badges report for all ID Badges issued in connection to this Agreement. Copy of said report format will be provided at the Authorized Signature Training to be provided by Aerostar prior the issuance of the ID Badges. Upon failure to provide said report as required herein, Provider will be subject to i) a two hundred fifty dollars (\$250) late report fee for each month the report is not submitted to Aerostar (or such other amount as may be modified by Aerostar from time to time); and, ii) no additional ID Badges will be issued to Provider until the report is finally submitted and all late report fees have been fully paid. If Provider fails to timely submit its active ID Badge Report, it shall be sufficient grounds to terminate this Agreement at Aerostar's sole discretion. Provider will incur in a penalty fee of five hundred dollars (\$500) for each missing ID Badge not returned

to Aerostar upon termination of the Agreement or the Services provided whichever is sooner (or such other amount as may be modified by Aerostar from time to time).

The Parties acknowledge and agree that Aerostar will hold Provider payment for the last invoice submitted in connection for the Services provided under this Agreement until all issued ID Badges have been returned to Aerostar.

ARTICLE 8 OWNERSHIP

8.1 Ownership.

- (A) “Work Product(s)” shall include, but is not limited to, all works (including, without limitation to, any work that may be the subject matter to copyright protection), reports, data, databases, formulas, models, designs, information, drawings, ideas, concepts, trade secrets, materials, inventions (including, but not limited to, any inventions that may be the subject matter of patent protection), processes, know-how, methods and any supporting documentation, in whatever form, produced, designed, conceived, invented, made, reduced to practice, developed, authored, and/or created by or for Provider (including its directors, officers, trustees, employees, subcontractors, affiliated entities and agents), either solely or jointly with others, as a part of, related to, and/or in connection with the Services, with the use of Aerostar’s information, materials, or facilities of Aerostar, or pursuant to this Agreement and/or any applicable SOW and/or PO. For the avoidance of doubt notwithstanding the Term of this Agreement, the obligations, covenants and agreement set forth in this Article shall apply to any Work Product(s) that Provider produced, conceived, invented, made, reduced to practice, developed, authored, and/or created by or for Provider (including its directors, officers, trustees, employees, subcontractors, affiliated entities and agents), either solely or jointly with others, as a part of, related to, and/or in connection with the Services, and/or with the use of information, materials, and/or facilities of Aerostar, both before and after the execution of this Agreement.
- (B) It is understood that Provider may have occasion to develop, produce, conceive, make, invent, reduce to practice, and/or create Work Product(s) as a part of or in performing the Services. Provider acknowledges and agrees that any and all Work Product(s) are being developed produced, invented, conceived, made, reduced to practice, authored and/or created for the sole and exclusive use of Aerostar. Provider accepts and agrees that Aerostar shall be deemed the sole and exclusive owner of all worldwide rights, title, and interests in and to the Work Product(s), including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights over the Work Product(s). In this regard, for no additional consideration, Provider hereby agrees to and hereby does assign to Aerostar all worldwide rights, title, and interests in and to the Work Product(s), including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights in and to the Work Product(s).
- (C) The Parties agree that any and all Work Product(s) shall be considered as Work Made for Hire (as that phrase is defined by the United States Copyright Act) and shall be owned by and for the express benefit of Aerostar. In the event that the Work Product(s) do not qualify as a Work Made for Hire, for no additional consideration, Provider agrees to and does hereby assign to Aerostar all of its rights, title and interest in the Work Product(s) including without limitation, worldwide copyrights, along with their respective renewal rights. Moreover, Provider accepts and acknowledges that the Work Product(s) are not protected by any “moral rights of authors”, and if they are, Provider hereby waives its authorship and/or its “moral rights of integrity” over the Work Product(s).
- (D) Both during the Term of this Agreement and thereafter, Provider shall fully cooperate with Aerostar in the protection and enforcement of any rights that may derive as a result of the Services and/or the

Work Product(s) or any other service performed by Provider under the terms of this Agreement and/or any applicable SOW and/or PO. This includes, but is not limited to, acknowledging and delivering to Aerostar all documents or papers that may be necessary to enable Aerostar to publish, protect, register and/or obtain statutory protection throughout the world for the Work Product(s).

- (E) Subject to Aerostar's prior written approval, Provider may use its own previously developed and/or licensed software, programs, ideas, concepts, materials, processes, methods, know-how and information (collectively "Provider's Preexisting Work") in performing the Services. Insofar as such Provider's Preexisting Work was not first produced or created by or for Provider solely and exclusively related to the performance of the Services, but is necessary or useful for, or is used in connection with the Services and/or the Work Product(s), any and all right, title, and interest in such Provider's Preexisting Work shall remain the sole and exclusive property of Provider or of its licensor. Notwithstanding, to the extent that any of Provider's Preexisting Work was incorporated (partially or completely) in or is useful or necessary for the Work Product(s) and/or the Services, Provider grants to Aerostar (including its successors, assigns, officers, employees, and/or agents) a perpetual, irrevocable, fully paid-up, royalty free, non-transferable right and nonexclusive license to generally use, sublicense, make, sell, import, reproduce, copy, distribute, publish, exhibit, prepare derivative works, incorporate into collective works and/or compilations, display, and/or perform, in connection with the Work Product(s), in any manner now known or hereafter to become known, all or any portion, alteration or derivation of such Provider's Preexisting Work.
- (F) Provider accepts and acknowledges that any and all rights (including, but not limited to, any and all copyrights, patents, trademarks, service marks, trade names, trade secrets and any other proprietary rights) over the Work Product(s) and/or Confidential Information (as said term is defined hereunder), Aerostar's works, software, and/or over any derivative work or improvement thereof, shall remain at all times the sole and exclusive property of Aerostar. Provider acknowledges and agrees that, except as otherwise established in this Agreement and/or any applicable SOW and/or PO, no right, property, license, permit, or interest of any kind in or to the Work Product(s), Confidential Information, Aerostar's works, software, materials, trademarks, trade names, service marks, logos, designs, domain names, or other property is granted or is intended to be given or transferred to or acquired by the execution, performance or non-performance of this Agreement or any part hereof. Any unauthorized use of the Work Product(s), Confidential Information, Aerostar's works, software, materials, trademarks, trade names, service marks, logos, domain names, or other intellectual property by Provider shall constitute an infringement of the rights of Aerostar in and to its intellectual property rights and a breach of this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Provider's Representations.

- (A) Provider represents and warrants that: (i) Provider has thoroughly investigated and considered the Services to be performed; (ii) Provider has investigated the site of work and fully acquainted itself with the conditions there existing; (iii) Provider has carefully considered how the Services should be performed; (iv) Provider fully understands the facilities, difficulties and restrictions attending the performance of the Services under this Agreement; (v) the Services shall be performed in a good and workmanlike and cost-effective manner consistent with generally accepted industry standards and practices in accordance with this Agreement and that all Provider personnel shall possess the requisite expertise and ability to fully perform the Services; (vi) the Services and/or Work Product shall not infringe and/or misappropriate any patent, copyright, trademark, trade secret or any other third party proprietary right; and, (vii) the Services shall be performed in a timely manner as required under this Agreement.

Upon notice from Aerostar that the Services and/or Work Product fails to comply with the foregoing warranties, Provider shall at no cost to Aerostar cure any such reported problems or defects with the Services and/or Work Product, to the extent such problems or defects are capable of cure, within the corresponding curing period, following such notice from Aerostar, or an additional period of time as reasonably agreed to by the Parties. If Provider fails to timely cure such problems or defects or the problems or defects are not, in Aerostar's opinion, capable of cure, Aerostar may terminate this Agreement and, in addition to any other remedies, Provider shall, upon Aerostar's request, refund to Aerostar all fees paid for such Services and/or Work Product that fail to comply with the warranties set out herein. The warranties set out in this Article 9 shall remain in effect during the Term of this Agreement and shall survive termination of the Agreement.

- (B) Provider warrants and represents that it has the required corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Moreover, Provider warrants and represents that the execution, delivery and performance by Provider of this Agreement have been duly and validly authorized and no additional corporate or shareholder authorization or consent is required in connection with the execution, delivery and performance by Provider of this Agreement.
- (C) Provider warrants and represents that it is a [TYPE OF ENTITY] duly authorized to perform the Services in the Commonwealth of Puerto Rico and that the execution, delivery and performance of this Agreement does not contravene, infringe, breach or violate any laws, regulations, contracts, proprietary rights or any other legal obligation of Provider. Provider warrants that it has sought and obtained all necessary consents, approvals and certificates required from any governmental authority with respect to the entering into or the performance of the Agreement and that no other consent, approval, certificate or withholding of objection is required from any governmental authority.
- (D) Provider warrants and represents that all products provided or delivered to Aerostar in connection with the Services rendered under this Agreement shall comply with all applicable federal, state and local laws and regulations, shall comply with the terms and conditions of this Agreement and with the specifications of this Agreement and any applicable SOW and/or PO.
- (E) Provider warrants that there are no actions, lawsuits, or proceedings, pending or threatened against it or any of its third-party contractors or subcontractors that will have a material adverse effect on Provider's ability to fulfill its obligations under this Agreement. Provider further warrants that it will notify Aerostar immediately if Provider becomes aware of any action, lawsuit, or proceeding, pending or threatened that will have a material adverse effect on Provider's ability to fulfill the obligations under the Agreement.
- (F) Provider represents and warrants that: (i) it has or will have full and sufficient right and authorization to assign or grant the rights over the Work Product(s) pursuant to this Agreement; (ii) it has or will have sufficient right and authorization to assign or grant the licenses granted over Provider's Preexisting Work; (iii) all Work Product(s) have not been and will not be published under circumstances that would cause a loss of copyrights, patent rights, or any other rights of Aerostar over the Work Product(s); and, (iv) all Work Products, and/or all Provider's Preexisting Work, do not and will not infringe any patents, copyrights, trademark, service mark, trade name, trade secrets or other intellectual property rights, privacy rights, right of publicity or any other rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against Provider and/or its licensor or, insofar as Provider and/or its licensor are aware, against any other entity or person.
- (G) Provider warrants that the Services and Provider's, distribution, use and/or delivery of any products, documentation or other products provided in connection with the Agreement do not and shall not infringe any patent, trademark, copyright, or any other right of any third party.

- (H) Provider represents and warrants that Aerostar shall receive good and merchantable title to any and/or all products and Work Product(s) provided under this Agreement free and clear of claims, liens and/or encumbrances. Provider shall not create or permit the creation of any lien, encumbrance, or security interest in any products provided and/or delivered to Aerostar in connection with the Services rendered under this Agreement.
- (I) Provider represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other rights of any third party.
- (J) Provider further warrants that any information disclosed to Aerostar will not contain any trade secrets of any third party, unless disclosure is permitted by such third party.
- (K) Aerostar shall be under no obligation to make an independent investigation to determine whether the foregoing representations are true and correct; and any independent investigation by or for Aerostar, or its failure to investigate, shall not constitute a defense to Provider in any action based upon a breach of any of the previous representations.
- (L) Following completion of the Services and/or any portion of the Services, Aerostar can notify Provider in writing if the Services and/or any portion of the Services fail to comply with the warranties set forth in this Agreement. The notice from Aerostar shall specify in reasonable detail any alleged non-conformities or the basis for the rejection of any such Services as well as reasonable requirements for acceptance of the Services. Upon such notice, Provider shall, at no cost to Aerostar, promptly re-perform any such Services in accordance with this Agreement.
- (M) THE WARRANTIES SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES SET FORTH IN THIS SECTION, DO NOT LIMIT, EXCLUDE AND/OR DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SHALL BE DEEMED TO HAVE BEEN INCLUDED AND MADE PART OF THIS AGREEMENT.

ARTICLE 10 NOTICES

10.1 **Notices.** Any notice or other communication shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered personally, (b) on the business day after dispatch if sent by documented overnight delivery service, (c) on the date of transmission if sent by facsimile transmission or electronic mail, provided that a confirmation copy thereof is sent no later than the next business day by a documented overnight delivery service or certified mail, postage prepaid, return receipt requested or (d) on the fifth (5th) day following deposit in the United States mail if sent by certified mail, postage prepaid, return receipt requested. Notices or other communications shall be directed to:

If to AEROSTAR:

AEROSTAR AIRPORT HOLDINGS, LLC
PO Box 38085
San Juan, PR 00937-1085
Attn: Chief Legal Officer

If to PROVIDER:

[PROVIDER]

[ADDRESS]
Attn: [NAME]

Each Party shall be responsible for notifying the other Party in the event of a change in address.

ARTICLE 11

AUDITS

- 11.1 **General.** Provider shall be responsible for developing processes and procedures that ensure that the Services are performed in accordance with the terms set forth in this Agreement. The Parties shall mutually agree on terms and conditions for conducting quality assurance reviews.
- 11.2 **Audits without notice.** Notwithstanding the foregoing, if Aerostar has reason to suspect any malfeasance or dishonest acts on the part of Provider, or other significant or non-routine problems, Aerostar shall be entitled to undertake an audit of Provider as Aerostar reasonably deems appropriate without the foregoing notice or other restrictions. If in any audit Aerostar determines that material operational problems or financial issues exist, Provider shall reimburse Aerostar for any costs incurred in such audit and Aerostar may conduct a follow-up audit when reasonably deemed appropriate by Aerostar.
- 11.3 **Provider's Response.** Provider shall provide responses with five (5) calendar days with regard to any conclusions and recommendations reported as part of an audit, indicating planned actions and proposed timeframes for each action.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- 12.1 **Non-exclusive agreement.** It is understood and agreed between the Parties hereto that this is a non-exclusive Agreement. Aerostar shall have the right to engage non-affiliated service providers to provide the Services contemplated by this Agreement, any PO and/or SOW or to provide these Services directly and/or through its affiliates.
- 12.2 **Independent Contractor.** The relationship between Aerostar and Provider under this Agreement is one of independent contractor. Nothing in this Agreement shall be interpreted as the creation of an employer/employee, joint venture or principal/agent relationship between Aerostar and Provider. Provider shall furnish, employ and have exclusive control of all persons to be engaged in connection with the performance of the Services, and shall prescribe and control the means and methods of doing such Services. All persons employed by Provider in regard to the performance of any such Services shall be employees of Provider, as said term is commonly understood in opposition to independent contractor, and neither Provider nor any of such employees shall be deemed to be employees of Aerostar for any purpose whatsoever, Provider being and at all times acting as an independent contractor to Aerostar. Provider shall be responsible for paying all salaries, bonuses, expenses and benefits to its employees, as well as for withholding and/or paying any and all taxes, Social Security, Unemployment Compensation, State Insurance Fund Premiums, Disability Insurance, Chauffeur's Social Security, overtime, holiday time wages, and/or any other taxes or contribution that may be required under the applicable laws and/or regulations. Provider will indemnify Aerostar for any claims brought by any individual, employee, government agency, or other party, against Aerostar arising out of any adjudicated failure of Provider to comply with this paragraph.
- 12.3 **Assignment (Non-assignability).** Provider shall not transfer nor assign any of its rights or obligations under this Agreement without the prior written consent of Aerostar. Any such transfer or assignment without Aerostar's written consent shall be void and of no force and effect; provided further that if any said transfer occurs without Aerostar's consent, Aerostar may terminate this Agreement immediately.

- 12.4 **Entire Agreement.** This Agreement (together with any exhibits, schedules, appendixes, POs and/or SOWs) contains all the terms and conditions of the contract between the Parties and supersedes any and all previous discussions, agreements, contracts and understandings, of every kind and nature between the Parties hereto. Each of the Parties represents and warrants that, in entering into this Agreement it is not relying on any promise, representation, warranty or agreement, oral or written, except those expressly set forth herein. Further, any prior agreement between the Parties, express or implied, is hereby revoked by mutual assent of each Party waiving any claims against the other Party. The terms of this Agreement may not be altered, waived, modified or discharged except by an express agreement in writing signed by duly authorized representatives of each of the Parties and referring specifically to this Agreement. All recitals, exhibits, schedules, appendixes, SOWs and/or POs are expressly incorporated and made a part of this Agreement and shall be taken into account in its interpretation.
- 12.5 **Governing Law; Choice of Forum.** Aerostar and Provider mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico. Aerostar and Provider mutually consent and submit to the exclusive jurisdiction of the state courts located in the Commonwealth of Puerto Rico and any action or suit concerning this Agreement or related matters shall only be brought by Aerostar and Provider before State Court of the Commonwealth of Puerto Rico, excluding all other possible forums, specifically the United States District Court for the District of Puerto Rico.
- 12.6 **Disruption of Service; Injunctive Relief.** Provider acknowledges that any willful conduct on its part, its agents, employees or representatives that serves to disrupt Aerostar's business, including the operation in the Airport and/or services provided to passengers and airlines by Aerostar or by any provider of Aerostar constitutes a material breach of this Agreement and will result in its immediate termination. Consequently, Provider agrees not to engage in such activity. Furthermore, Provider acknowledges that any violation to this Article may cause Aerostar irreparable damages. Provider agrees that Aerostar may seek injunctive relief in case of disruption of its service or these of the Airport and it waives any objection to such relief and recognizes Aerostar entitlement to injunctive relief and an award on damages.
- 12.7 **Fully Negotiated Agreement.** Aerostar and Provider mutually acknowledge and agree that this Agreement was fully negotiated by the Parties in equal terms and conditions. The Parties had ample opportunity to review the Agreement. Consequently, the terms of this Agreement will not be interpreted in favor of any one of the Parties.
- 12.8 **Force Majeure.** Neither Party hereto shall be liable to the other for default in the performance of any of the terms and provisions of this Agreement if caused by fire, war, terrorists, pandemic, act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties; provided, however, that nothing in this Section shall relieve Provider from its liability towards Aerostar for any loss, damage, or injury is caused by the negligence of Provider, shortage of parts or equipment, strikes or labor disputes of Provider's employees and not by an act of God, the authority of law, or the sole negligence of Aerostar.
- 12.9 **Taxes.** Provider (and/or its employees, officers, directors, agents or subcontractors) shall not be treated as an employee of Aerostar for purposes of federal, state or local taxes. Aerostar will not make any withholdings or employer contributions required by law, such as, Social Security, temporary non-occupational disability insurance or any other retention under the applicable governmental laws or regulations. Provider shall be responsible for making all payments of the employer and individual contributions required by law, both at federal level as well as local. Aerostar shall withhold those amounts required by the applicable laws and regulations, for payments made by Aerostar to Provider for the Services rendered and/or for any other related service. Aerostar shall withhold and deposit the same with the Secretary of the Treasury of Puerto Rico ("Treasury") on behalf of Provider. It shall be the responsibility of Provider to notify Aerostar if it has received any waiver related to the corresponding

withholding of its taxes for services rendered and provide copy to Aerostar of said waiver. Aerostar will notify the Treasury of the payments made to Provider under this Agreement, and shall require Provider, as many times as it deems necessary, evidence of having made the payments of the employer and individual contributions required by law.

- 12.10 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Moreover, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Provide further, that if a government authority, local or federal, were to legally set higher rates, taxes and/or charges than those mutually agreed to by the parties as per the terms contained in this Agreement, SOW and/or PO hereto, then Aerostar at its sole discretion may terminate this Agreement as such date the higher rates, taxes and/or charges were imposed and Aerostar will only pay outstanding balance under the Agreement and only to the amount as may have been mutually agreed to by the parties under this Agreement.
- 12.11 **Counterparts.** The Parties agree that this Agreement may be executed in any number of counterparts, each of which when signed by the Parties shall constitute an original, but all of which taken together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic format data file (such as a “.pdf”), said signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
- 12.12 **Subordination.** This Agreement will be subordinated to the provisions of the Lease Agreement between the PRPA and Aerostar, dated July 24, 2012, as amended, and to any existing or future agreement between Aerostar and the United States Government, associated with the operations, development or maintenance of the Airport, the execution of which may be required or can be required as prior condition to the disbursement of federal funds for the maintenance and/or development of the Airport.

[SIGNATURE PAGES FOLLOW]

Agreed and signed in _____, _____, as of the date first written above.

[PROVIDER]

By: _____

Name:

Title:

Agreed and signed in Carolina, Puerto Rico, as of the date first written above.

AEROSTAR AIRPORT HOLDINGS, LLC

By: _____
Name: Jorge Hernández
Title: Chief Executive Officer

For Internal Purposes Only

Reviewed by Legal: _____

**SCHEDULE A
SOW TEMPLATE**

**STATEMENT OF WORK NO. [#]
TO MASTER SERVICE PROVIDER AGREEMENT
AGREEMENT NUMBER: [Agreement No.]**

This Statement of Work (“SOW”), dated [DATE], is subject to the terms and conditions of the Master Service Provider Agreement executed between AEROSTAR AIRPORT HOLDINGS, LLC (“AEROSTAR”) and [PROVIDER] (“Provider”) on [DATE], (the “Agreement”).

1. SERVICES:

a) Provider shall provide Aerostar with the following services (“Services”):

- [DESCRIPTION OF SERVICES]

b) The commencement date for the Services is [COMMENCEMENT DATE].

2. TERM:

This SOW shall, be in full force and effect for a period of [TERM], commencing on [COMMENCEMENT DATE] and culminating on [CULMINATION DATE] (“Term”).

Provider shall not commence any of the Services and/or portion of the Services without Aerostar’s written approval.

3. FEES:

Aerostar shall pay Provider fee of [FEE] for the Services performed under this SOW.

The fees established above include any and all costs and expenses relating to any material, equipment, machinery, and/or any other cost and expense for any products required to perform the Services, as well as any cost and expense in regards to the Services and/or any portion of the Services.

4. PROVIDER OBLIGATIONS:

[PROVIDER OBLIGATIONS]

5. SERVICE PROVIDER OBLIGATIONS:

At any time, Aerostar shall notify Provider in writing if the Services and/or any portion of the Services fail to comply with the warranties set forth in this Agreement. The notice from Aerostar shall specify in reasonable detail any alleged non-conformities or the basis for the rejection of any such Services as well as reasonable requirements for acceptance of the Services. Upon such notice, Provider shall, at no cost to Aerostar, promptly re-perform any such Services and/or any portion of the Services in accordance with this Agreement.

For the avoidance of doubt any and all terms, warranties, representation and/or covenants of the Agreement shall apply to the Services.

6. PAYMENT TERMS:

All fees due hereunder, except for fees that are subject to a good-faith dispute, shall be paid sixty (60) days following Aerostar's receipt of an invoice from Provider.

7. PROJECT MANAGER:

- a) Provider's Project Manager is:

Name:
Title:
Phone No.:
Fax No.:
E-mail:

- b) Aerostar's Project Manager is:

Name:
Title:
Phone No.:
Fax No.:
E-mail:

- c) Aerostar's Accounts Payable is:

Name:
Title:
Phone No.:
Fax No.:
E-mail:

8. INCORPORATION:

This SOW is hereby incorporated into and made a part of the Agreement. In the event of a conflict among the terms and conditions of this SOW and the Agreement, this SOW will govern. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

9. VALIDITY:

This SOW will be valid once Aerostar issues a Purchase Order ("PO").

[Signature Page Follows]

Agreed to and accepted by:

AEROSTAR AIRPORT HOLDINGS, LLC

[PROVIDER]

By:

By:

Name: Jorge Hernández

Name:

Title: Chief Executive Officer

Title:

For Internal Purposes Only

Reviewed by Legal: _____

EXHIBIT 2

SERVICES

Aerostar Airport Holdings LLC solicits Statements of Qualifications for architectural services for its Terminal Rehabilitation and Expansion Program (TREP) to rehabilitate, upgrade, and reconfigure passenger Terminal A at Luis Muñoz Marín International Airport (SJU). Aerostar is seeking a firm/team to provide a full range of services, including but not limited to existing condition surveys, facility assessments, conceptual design, schematic design, design development, construction documents, bidding services, and construction supervision. The contract term will be approximately thirty-three (33) months to allow for the design, contractor selection, and construction of the TREP-A elements.

Scope of Services:

The TREP-A contains several major work elements that Aerostar anticipates undertaking over two years. These elements are independent and may not be the only ones needed to comply with the TREP-A, and their timelines may fluctuate based on the need and availability of areas, and they may not be in the order presented herein. Elements may be undertaken individually and constructed or compiled into one more extensive expansion program.

The first central element of the TREP-A will be terminal improvements needed to accommodate three additional airlines, one medium to large and two small airlines. Elements of this project include relocating and expanding the existing airline offices, reconfiguring current ticket counters, and relocating and expanding the TSA checkpoint for a total of 6 available screening lanes (four (4) standard and two (2) pre-check).

The second central element of the program is expanding the terminal concourse by adding two additional group IV contact gates at the western part of the existing concourse. Components of this project will be the apron hydrant fuel system for the new gates and relocating the current A8 gate further to the end of the new building expansion. Also, the 1st floor of the expansion consists of improved baggage claim areas and a potential new baggage claim device for added passenger volume.

The third central element of the program is removing and relocating the centralized elevator bank at the terminal concourse and relocating it to the north exterior façade. A component of this project will be reconfiguring the existing escalators core to include a new vertical circulation (escalator, fixed stair, and security exit tunnel) into the baggage claim area.

The fourth central element of the program is the terminal interior finishes rehabilitation, including removal of all existing ceramic floors and installation of new epoxy terrazzo. A component of this project will be the remodeling and reconfiguration of all current restroom locations to include improvements such as lactation and family rooms.

The program's fifth and final central element is the existing MEP system retrofit/modernization. Components of this project will be the replacement of chillers and all system components, and AHU units. Additionally, a significant component is implementing water conservation elements to reduce the environmental impact of water consumed and generated at the existing and new expansion buildings.

Each program element must facilitate future stages whenever possible and avoid "throw-away" work to the maximum extent possible.

As mentioned, this contract will require a full range of architectural, engineering and airport planning services including, but not limited to conceptual terminal facility design, phased and ongoing detailed terminal facility design, schematic design, models, and renderings. Also, design development, preparation

of construction documents, administration of bidding and awards, construction supervision, federal/state/local agency reviews and coordination, cost estimating, scheduling, completion of any necessary environmental assessment, and overall project coordination.

The selected firm will also assist Aerostar in various project administrative tasks, including preparing necessary applications and documentation for the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), preparation and administration of pay applications, change orders, and other project documentation. The selected firm will also prepare the plan and permit submittals for local building authorities.

Work approval on individual elements is through Task Orders between the Respondent and Aerostar. The selected firm shall serve as the project manager for architecture, engineering and planning projects, working with Aerostar's Planning and Development Department to coordinate the development of the proposed projects. During the contract period, Aerostar may also use the selected firm for other projects' on-call architectural, engineering and planning services.

Timeline:

Aerostar will establish an approximate timeline for the terminal improvements. These timelines are for planning purposes only, and the availability of areas will dictate actual project timelines. Aerostar will notify the authorization to firm/team for each task. Tasks may also overlap as approved by Aerostar.

- Terminal Main Entrance reconfiguration - planned for 1Q 2024.
- Potential Concourse Expansion (new gates) – planned for 1Q 2024.
- Airline Check-In and Checkpoint Reconfiguration – planned for 2Q 2024.
- Vertical Circulation Reconfiguration – planned for 3Q 2024.
- Terminal Interior Rehabilitation – planned for 1Q 2025.
- Terminal Exterior Refresh - planned for 1Q 2025.

EXHIBIT 3
INSURANCE REQUIREMENTS

I. Minimum Coverage

A. Commercial General Liability

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage
\$ 10,000	Medical Expense (per person)

Employers Liability (Stop Gap)

\$1,000,000	Each employee, by accident
\$1,000,000	Each accident, by accident
\$1,000,000	Each employee, by disease
\$1,000,000	Each policy, by disease

B. Automobile Liability

Provider shall carry \$1,000,000 limit per occurrence, any auto, Combined Single Limit for property and bodily injury, if Provider will be operating vehicles in the public area of the Airport; and \$5,000,000 limit per occurrence, any auto, Combined Single Limit, for property and bodily injury if Provider will be operating vehicles inside the secured area of the Airport. An umbrella may be utilized to reach the aforementioned limits.

C. Professional Liability

Provider shall carry professional liability insurance covering acts, errors or omissions with limits of no less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

II. Endorsements. The Commercial General Liability Policy, Employers Liability Policy (Stop Gap), Worker's Compensation Insurance Policy and Automobile Liability Policy shall include the following endorsements:

A. Additional Insured. The following entities shall be named as an Additional Insured:

AEROSTAR AIRPORT HOLDINGS, LLC
PO BOX 38085
SAN JUAN, PR 00937-1085

PUERTO RICO PORTS AUTHORITY
PO BOX 362829
SAN JUAN, PR 00936-2829

CITIBANK, NA as Collateral Agent
CITIBANK AGENCY & TRUST
388 GREENWICH STREET
NEW YORK, NY 10013

- B. **Waiver of Subrogation.** Provider must include, in favor of the Additional Insured the following endorsement:

“The insurer hereby waives its right of subrogation against AEROSTAR AIRPORT HOLDINGS, LLC, PUERTO RICO PORTS AUTHORITY AND CITIBANK, NA, and any affiliated, associated and/or subsidiary corporation or companies and/or any partners, officers, and/or individuals connected therewith. This insurance shall not be invalidated, should the insured warrant in writing prior to a loss, any or all rights of recovery against any party for loss occurring to the property described herein.”

- C. **Hold Harmless.** Provider must include, in favor of the Additional Insured the following endorsement:

“The Insured shall defend, indemnify and hold harmless AEROSTAR AIRPORT HOLDINGS, LLC, THE PUERTO RICO PORTS AUTHORITY and CITIBANK, NA, as well as their corresponding affiliates, members, officers, directors, managers, employees and agents, and their respective successors and assignees (collectively, the “Additional Insured”), from and against any and all causes of action, claims, demands, losses, liens, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees, other costs of legal defense, claims for personal injury, death and damage to property, clean-up costs commodity spills and damage to the environment) that the Additional Insured may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, to any acts or omissions by the Insured, its officers, members, shareholders, partners, affiliates, directors, employees, agents or contractors, related to the services provided by the Insured at the Luis Muñoz Marín International Airport or its business operations at the Luis Muñoz Marín International Airport and its insurers shall defend the Additional Insured from such claims, demands and/or suits and shall bear all the expenses for such defense contemplated within the coverages and limits provided by this policy.”

- D. **Notice of Cancellation.** Provider must include, in favor of the Additional Insured the following endorsement:

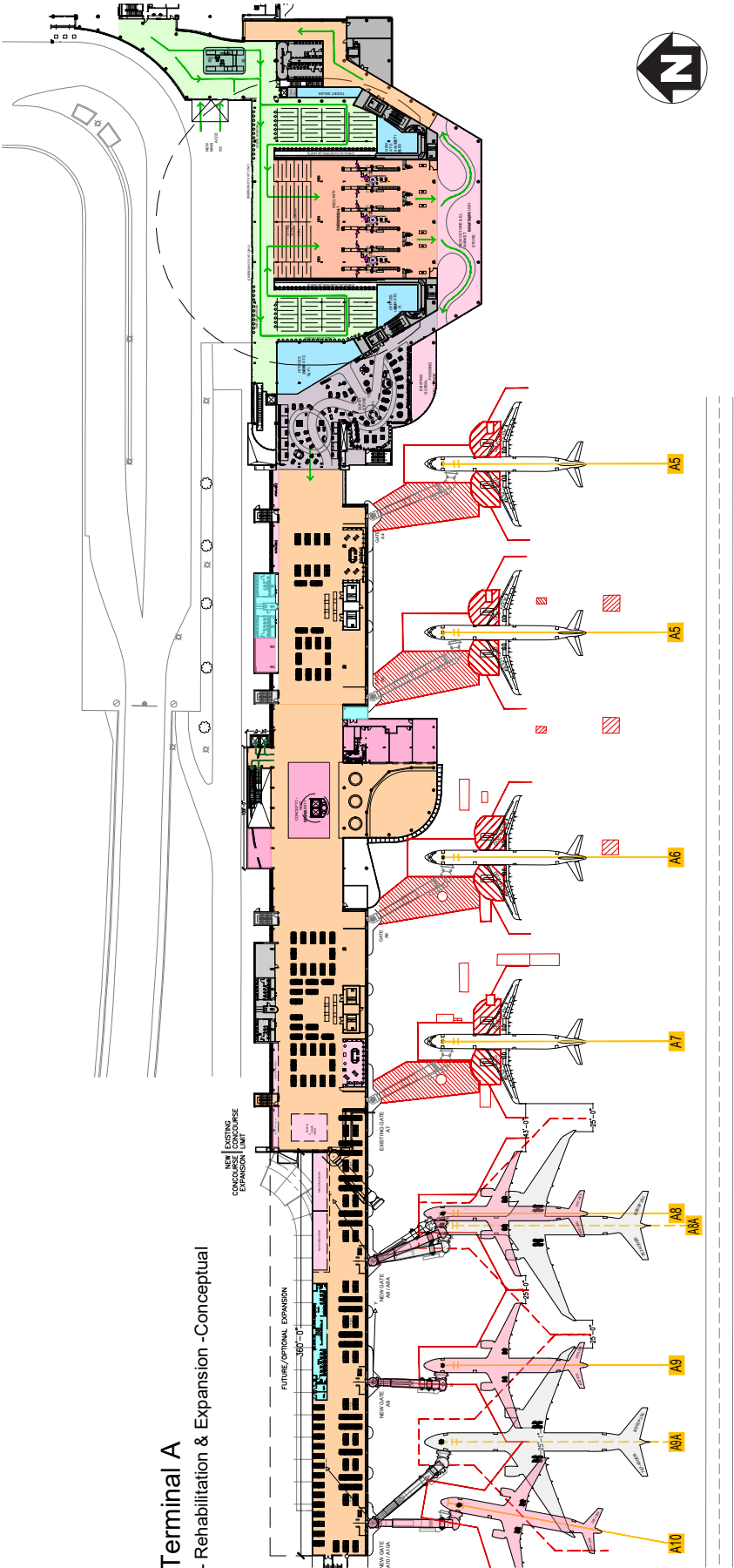
“The coverage of this policy cannot be amended with the purpose of reducing the protection below the limits herein specified or any other circumstance, nor can the same be canceled without the previous written notification to the Additional Insured within thirty (30) days in case of non-renewal of the policy.”

III. Worker’s Compensation Insurance. Provider must have and maintain Worker’s Compensation Insurance, in accordance to a policy issued by the State Insurance Fund.

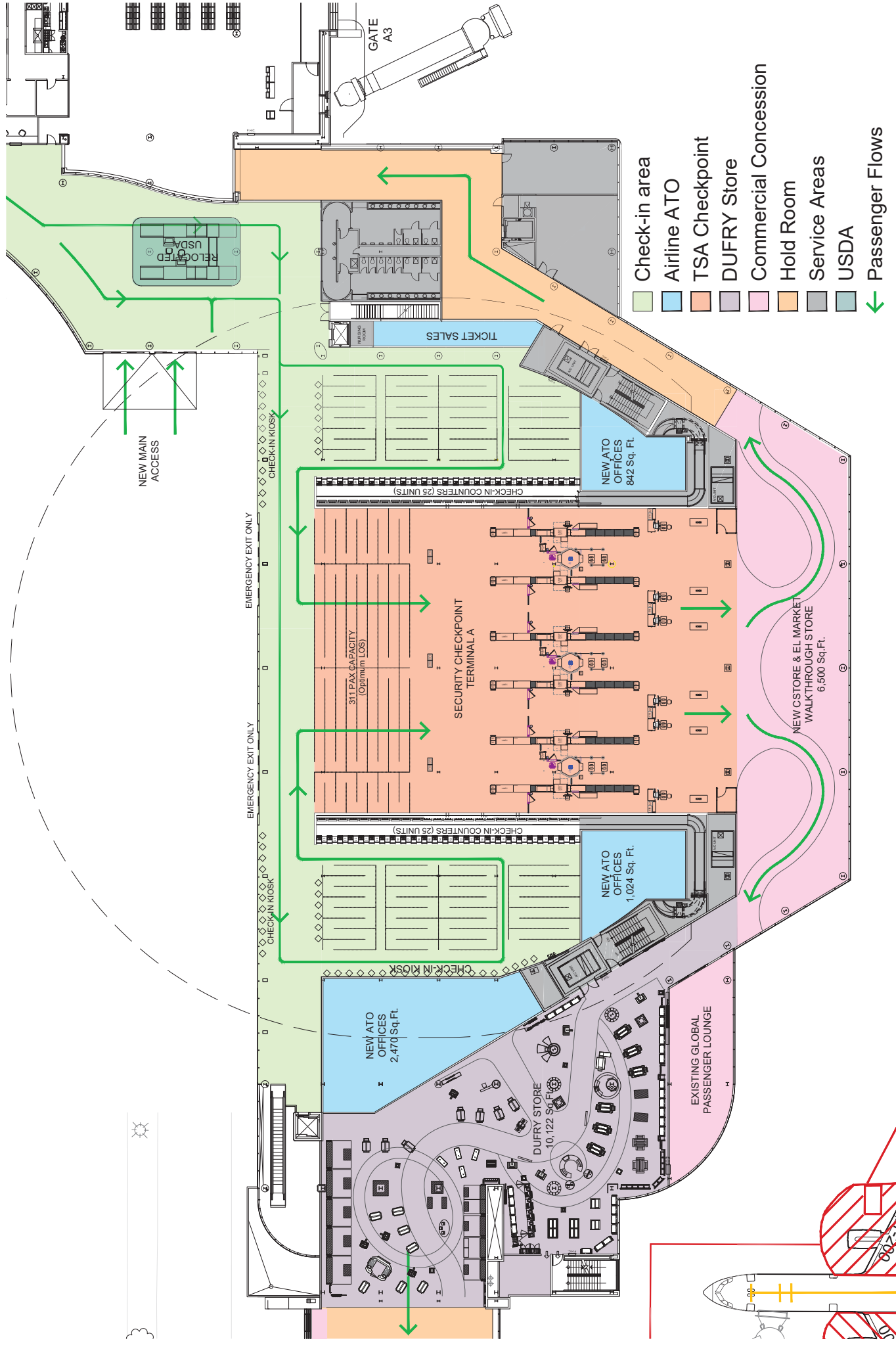
IV. Puerto Rico Disability Benefits Insurance. Provider shall carry Employee Disability Insurance in compliance with the Disability Benefits Act of 1968 (Law #139 of June 26, 1968, effective July 1, 1969) or any other plan authorized by that law.

V. Unemployment Insurance, etc. Provider shall pay all Commonwealth of Puerto Rico and federal taxes for unemployment insurance, or any other social security tax with respect to all employees engaged in the performance of this Agreement, and agrees to pay the same, and further agrees to meet all requirements that may be specified in regulations now or hereafter, promulgated from time to time.

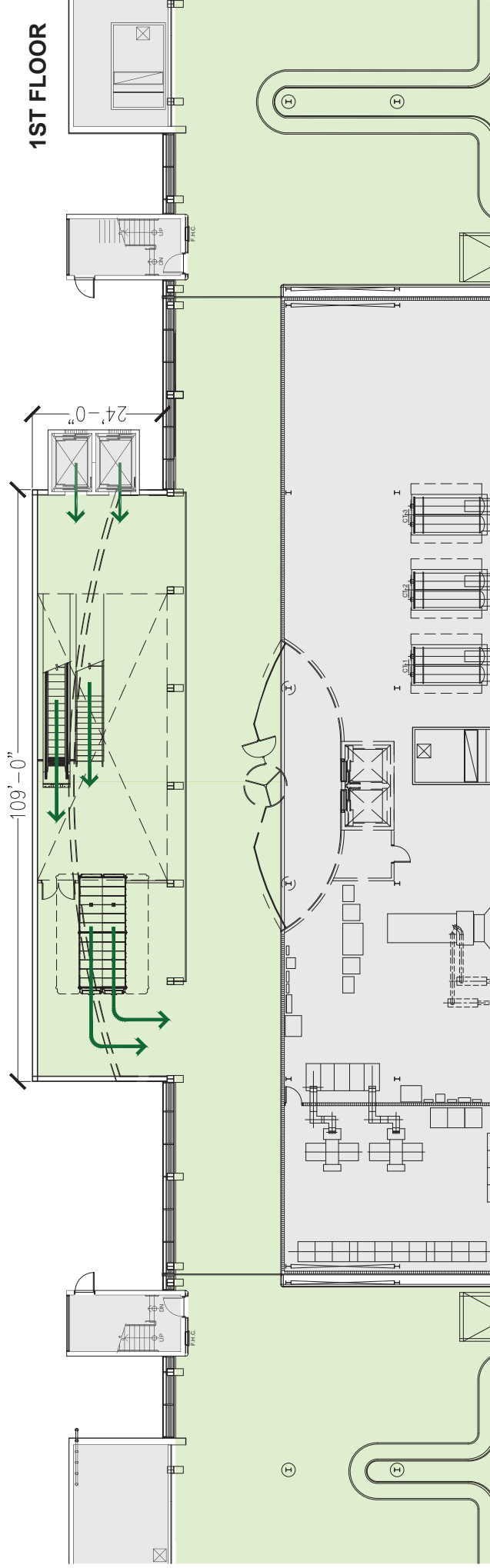
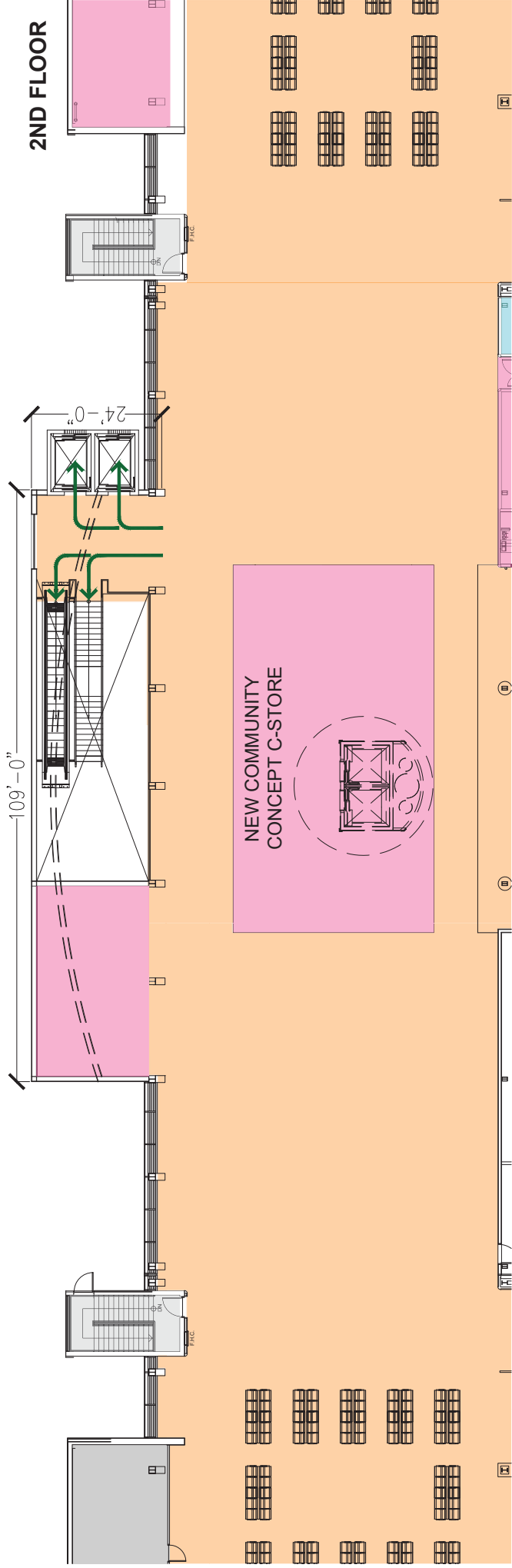
Exhibit 4



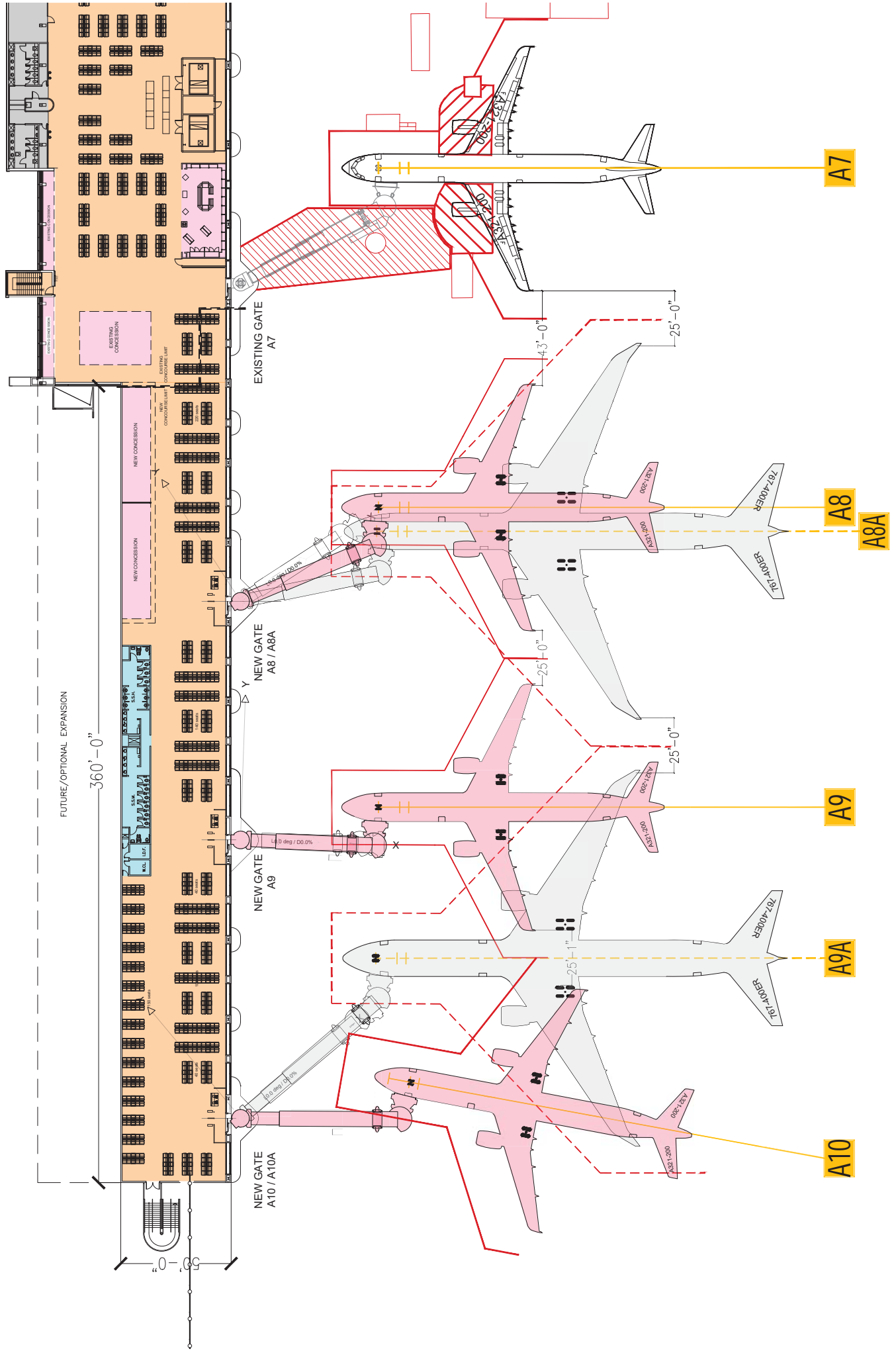
Airline Check-In and Security Checkpoint Reconfiguration -Conceptual



Vertical Circulation Reconfiguration



Concourse Expansion -Conceptual



SCHEDULE 1
INDICATION OF INTEREST FORM

Entity Name (“Respondent”): _____

I, _____, authorized representative of the Respondent, hereby represent that we are interested in participating in the Request for Qualifications for Architectural, Engineering and Multi-disciplinary Services for the Terminal Rehabilitation and Expansion Program (TREP) to Rehabilitate, Upgrade, and Reconfigure Passenger Terminal A at Luis Muñoz Marín International Airport, dated July 20, 2022 (the “RFQ”), and hereby acknowledge and agree to the terms and conditions established in the RFQ.

Signature

Date

SCHEDULE 2
CORPORATE RESOLUTION TEMPLATE

[Entity's Letterhead]

CERTIFIED RESOLUTION

I, [NAME OF SECRETARY], Secretary of [PROPONENT], a corporation organized and existing under the laws of the State of [NAME OF STATE], (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on [DATE] at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That [NAME], the [TITLE] of the Company is empowered and authorized to execute and deliver, on behalf of the Company, any statement of qualifications, proposal and/or contract, and any document in connection; and to execute any bond required by any such statement of qualifications, proposal and/or contract with Aerostar Airport Holdings, LLC.

If the Company has a seal:

IN WITNESS HEREOF, the undersigned affixes his/her signature and the corporate seal of the corporation this _____ day of _____, 2022.

If the Company has no seal:

IN WITNESS HEREOF, the undersigned affixes his/her signature this _____ day of _____, 2022. The Company has no corporate seal. *(If there is no Corporate Seal, circle the L.S. below)*

(Corporate Seal)
(L.S.)

Secretary

Affidavit No. _____

Acknowledged and subscribed before me by [NAME OF SECRETARY], of legal age, [MARITAL STATUS], [PROFESSION], and resident of _____, in his/her capacity as Secretary of [NAME OF CORPORATION], [PERSONALLY KNOWN TO ME OR WHOM I HAVE IDENTIFIED BY MEANS OF _____].

In _____, Puerto Rico, this _____ day of _____, 2022.

Notary Public

SCHEDULE 3
STATEMENT OF QUALIFICATIONS FORM

REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL, ENGINEERING AND MULTI-DISCIPLINARY SERVICES FOR
THE TERMINAL REHABILITATION AND EXPANSION PROGRAM (TREP) TO
REHABILITATE, UPGRADE, AND RECONFIGURE PASSENGER TERMINAL A AT LUIS
MUÑOZ MARIN INTERNATIONAL AIRPORT

TO: AEROSTAR AIRPORT HOLDINGS, LLC

A. The _____, a _____,
(Name of Respondent) (Type of Entity)
organized and existing under the laws of _____,
(Place of Incorporation)

hereby offers to enter into a contract with Aerostar Airport Holdings, LLC (“Aerostar”), in the form entitled “Master Service Provider Agreement” (“Master Service Provider Agreement”) attached hereto and incorporated herein substantially in the form included in Exhibit 1, as part of the Statement of Qualifications to the Request for Qualifications for Architectural, Engineering and Multi-disciplinary Services for the Terminal Rehabilitation and Expansion Program (TREP) to Rehabilitate, Upgrade, and Reconfigure Passenger Terminal A at Luis Muñoz Marin International Airport, dated July 20, 2022 (the “RFQ”), and the Services further specified in Exhibit 2 of the RFQ.

B. In furtherance of this Statement of Qualifications, the Respondent hereby offers and agrees to supply and deliver the Services as outlined in its Statement of Qualifications.

C. This Statement of Qualifications shall be irrevocable for a period of one hundred eighty (180) days after the Statement of Qualifications Due Date. To induce the selection of this Statement of Qualifications by Aerostar, the Respondent hereby makes each and every representation and agreement made by “Provider” in the Master Service Provider Agreement and agrees that the selection of this Statement of Qualifications shall have the effect provided in the RFQ furnished herewith and that effect only. Notwithstanding any statement therein to the contrary, the Respondent agrees that none of the information, regardless of the form of communication, provided to Aerostar by the Respondent, or its officers, agents, or employees, has been given in confidence. All or any part of the information may be used or disclosed by or on behalf of Aerostar without liability of any kind. All

financial information given as a part of this Statement of Qualifications will remain confidential only to the extent permitted by law.

- D.** Respondent hereby affirms that, for the preparation and submission of this Statement of Qualifications, Respondent has not relied on any representations of Aerostar's staff, either orally or in writing, with regard to the information, data, documentation, and material conveyed in this RFQ, including, without limitation to, the information provided on the exhibits attached to the Statement of Qualifications documents. The Statement of Qualifications contained herein is based solely on Respondent's own knowledge of the SJU Airport's operation and its own assessment, judgments, and decisions regarding this opportunity.
- E.** Respondent certifies that: ☐ Respondent has all of the necessary permits, licenses, and certificates required by any regulatory agency (federal, state, and local) to provide the Services; or ☐ that Respondent will obtain all required permits, licenses, and certificates on or before the execution date of the Master Service Provider Agreement. (Mark one of the previous).
- F.** Respondent certifies that in the preparation and submission of this Statement of Qualifications, Respondent did not either directly or indirectly enter into any combination or arrangement with any person, firm, or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of a free and competitive proposal process.
- G.** Respondent hereby certifies that this Statement of Qualifications, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Aerostar has an interest in, or is concerned with, this Statement of Qualifications; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this Statement of Qualifications.
- H.** Respondent hereby certifies that neither the undersigned, nor the Respondent have been convicted, nor have pleaded guilty at a state or federal court in any jurisdiction of the United States of America of the crimes listed below, or any equivalent and/or similar crimes in any other jurisdiction:

- (1) aggravated illegal appropriation, in all its forms;
- (2) extortion;
- (3) construction fraud;

- (4) construction fraud in carrying out work;
- (5) fraud in the delivery of goods;
- (6) unlawful and unwarranted intervention in bid contracting processes or in the operations of the Government;
- (7) bribery in all its forms;
- (8) aggravated bribery;
- (9) offering bribes;
- (10) undue or unlawful influence;
- (11) offences against public funds;
- (12) preparation of false documents;
- (13) submitting false documents;
- (14) falsifying documents;
- (15) possession and transfer of forged document.

I. Respondent hereby certifies that the undersigned, or the Respondent ☐ is or ☐ is not (mark one of the previous) under investigation in any legislative process, judicial or administrative proceeding, whether in Puerto Rico, the United States of America or any other country, to participate in the award or grant of any auction or contract, respectively.

J. Respondent hereby certifies that the undersigned, and/or Respondent are committed to comply with the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico provided in the Law No. 2-2018, as amended.

K. The entire Statement of Qualifications, all papers required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Statement of Qualifications. The Respondent hereby designates the following contact information for notices to be delivered or mailed:

The designated representative of the Respondent is: _____

The mailing address of the Respondent is: _____

The telephone number of the Respondent is: _____

The facsimile number of the Respondent is: _____

The e-mail address of the Respondent is: _____

[Signature page follows]

IN WITNESS HEREOF, THE PROPONENT HEREBY EXECUTES THIS STATEMENT OF QUALIFICATIONS ON THE __ DAY OF _____, 2022.

SIGNATURE:

Printed Name of Respondent

Signed by:

Name:

Title:

Date:

Affidavit No. _____

Sworn and subscribed before me by _____, of legal age, _____,
Name Marital Status

_____, and resident of _____,
Profession / Occupation County State

in his capacity as _____ of _____.
Title Respondent

In _____, _____, on this ____ day of _____, 2022.

Notary Public

SCHEDULE 4

CLIENT REFERENCE FORM

Respondent must provide references from three (3) verifiable current and/or past client. Past clients must be within the last three (3) years from RFQ submission. Respondents are expected to provide information on each client by including these forms in their response. If these forms are not utilized, the Respondent must provide identical information to Aerostar, for evaluation purposes.

[illegible]