



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR:

**PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR
CAPITAL IMPROVEMENT PROGRAM –
GENERAL CONSULTING SERVICES**

LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT
CAROLINA, PUERTO RICO

Date of Issuance:

May 13, 2024

Due Date:

July 26, 2024

Contact:

Luis Faure Bosch, P.E.

Chief Infrastructure Officer

Luis Muñoz Marín International Airport

Tel. (787) 289 -7240 p.d@aerostarairports.com

Notice

**REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)
FOR**

**PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
CAPITAL IMPROVEMENT PROGRAM –
GENERAL CONSULTING SERVICES
LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT
CAROLINA, PUERTO RICO**

Procurement #PD-2024-21084

In accordance with FAA Advisory Circular 150/5100-14E, Aerostar Airport Holdings, LLC (“Aerostar”), the operator of the Luis Muñoz Marín International Airport, located in the Municipality of Carolina, Puerto Rico, and Part 139 Certificate Holder hereby solicits Statements of Qualifications (“Statement”) from Airport Architectural & Engineering Consulting Firms for Professional Architectural and Engineering Services.

Specific categories for airport consulting services, include but are not limited to: (i) supporting airfield, (ii) landside, (iii) infrastructure and facilities development under the Airports Capital Improvement Program. Consultants are highly encouraged to formulate teams and to submit one Statement that conforms to the requirements of this request for qualifications (“SOQ/RFQ”) and addresses the various consulting services listed above. It is the intent of Aerostar to select proponents for a five (5) year period.

Written Statements will be received until 2:00 PM AST, on July 26th, 2024. All submittals received after the imposed deadline will be returned unopened to the proponent. All such statements will be addressed to:

Aerostar Airport Holdings, LLC
ATTN: Luis Faure Bosch, P.E.
Chief Infrastructure Officer
Luis Muñoz Marín International Airport
Terminal D Ground Level
Carolina, P.R. 00983
Tel. (787) 289 -7240

And clearly marked:

STATEMENT OF QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT
CAPITAL IMPROVEMENT PROGRAM – GENERAL CONSULTING SERVICES
(PROCUREMENT #PD-2024-21084)

Any questions and/or comments concerning this request shall be directed in writing, via email to p.d@aerostarairports.com. Aerostar will not responsible for any oral instructions with respect to this Notice. Questions will be received until 5:00 PM AST July 10th, 2024. Inquiries made after this date and time, will not be considered.

Title VI Solicitation Notice:

Luis Muñoz Marín International Airport, 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 bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SECTION A - AIRPORT INFORMATION

The Luis Muñoz Marín International Airport (“**SJU**”) at Puerto Rico is a Category X facility as defined by the Federal Aviation Administration and is located within the territorial boundary of the United States of America. Because of our Port of Entry designation the facility operates as a full Department of Homeland Security, Customs and Border Protection Federal Inspection Services (“**FIS**”) facility and fall under the jurisdiction of the Federal Aviation Administration. SJU is fully eligible under all applicable sections of the Airport Improvement Program and actively collects Passenger Facility Charges.

On February 27, 2013, the Federal Aviation Administration under the Airport Privatization Pilot Program, working with the Puerto Rico Ports Authority and Commonwealth Government Development Bank completed the assignment of operational rights to Aerostar Airport Holdings, LLC., the rights to a 40-year operating concession, and granting of the Federal Aviation Administration (“**FAA**”) Part 139 Operating Certificate, under CRF 49 of the United States of America.

SJU is presently home to the Puerto Rico Air National Guard with the Puerto Rico Air National Guard (“**PRANG**”) 156th Airlift Wing and the 198th Airlift Squadron.

SJU’s existing runway system includes Runway 8/26 (north) and Runway 10/28 (south) of the Terminal Area, these surfaces are served by a network of taxiways, including two aircraft rated taxiway bridges located on the western side of the airfield. Runway 8/26 is 200 x 10,400 feet in length and has fully equipped CAT I ILS, Runway 10/28 is 150 x 8,016 and operates a CAT I ILS. SJU is the largest airport in the central Caribbean and accommodated approximately 12 million total passengers in 2023.

SJU is also home to multiple air cargo operators and has a significant number of general aviation operations serving a mix of corporate and recreational flyers.

Landside facilities include a full two-level (arrivals/departures) curbside operation, a six-level parking structure, several surface lots, a full complement of rental car operations, fuel farm, ARFF Station, FAA ATCT, FAA CERAP and NWS Station.

SECTION B - SCOPE OF THE PROJECT

B-1. General Description of Responsibilities

The SJU plans to make applications to the FAA over the course of the next five years for grants related to airport development. A copy of the Airport Capital Improvement Projects (“**ACIP**”) is included in **Appendix A**. The ACIP projects, timeframes and estimates are subject to change at any time due to constraints outside of Airport control. The detailed scope of each ACIP project will be determined as each project is approved and funded through the development of a specific Statement of Work to the executed Professional Services Agreement (“**Agreement**”).

In addition to those projects identified in the ACIP, the consultant may assist SJU on non-AIP funded projects. These projects are provided in **Appendix B**. The following sections present some of the responsibilities the SJU will expect the consultant to perform during the term of the Agreement.

Aerostar Airport Holdings, LLC is seeking consulting firms capable of providing the required professional Architectural and Engineering services in support of the on-going capital improvements and operating projects at the Airport (the “**Consultant**”). Please note that the focus of the proposal should be on the capabilities of the prime design firm, while sub-consultant capabilities may be required to meet Disadvantaged Business Enterprise (“**DBE**”) requirements and to fulfill certain project elements, the abilities of the submitting firm and proposed Project Manager to provide the required professional services is of utmost importance. Projects may be partially funded through a mixture of sources, including but not limited to Airport Improvement Program (“**AIP**”), Passenger Facility Charges (“**PFC**”), Other Transaction Agreements, Sponsor funds, additional grants and other alternative funding vehicles will be pursued, and selected firms will be expected to execute project(s) under multiple process guidelines.

B-2. Grant Management Services

In collaboration with Airport Management the Consultant shall assist in managing federal and state grants both those currently open and those that will be issued during the term of the Agreement. Responsibilities as they relate to grant management services include, but are not limited to, the following:

- 1) Preparing and submission of grant pre-applications;
- 2) Preparing and submission of grant applications;
- 3) Preparing of grant award for Airport Management approval;
- 4) Preparing of FAA grant reimbursement requests;
- 5) Preparing of periodic FAA reports for approval and submission by Airport Management; and,
- 6) Preparing of required grant close-out reports for approval and submission by Airport Management.

B-3. Preliminary Phase Services

This phase involves those activities required for defining the scope of a project, establishing preliminary budgetary estimates, and presenting a project funding plan for consideration by the SJU. The activities within this phase of a project include, but are not limited to the following:

- 1) Developing Aviation Planning and executing the design assignments.
- 2) Coordinating with owners and stakeholders on project requirements, budget preparation, financial impact, schedules and other pertinent matters;
- 3) Planning, procuring, and/or preparing necessary professional surveys, permits, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design;
- 4) Developing concept developments, design schematics, sketches, environmental and aesthetic considerations, preliminary layouts, cost estimates and project recommendations;
- 5) Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting;
- 6) Conducting environmental compliance, assessment, reporting, planning and cleanup supervision;
- 7) Conduct Independent Fee Estimates (“IFE’s”) required for AIP-funded projects;
- 8) Assisting in preparation of grant applications for subsequent phases of project life cycle; and
- 9) Assisting in preparation of exhibits, reports, cost estimates and other documentation.

B-4. Design Phase Services

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but not limited to the following:

- 1) Providing architectural services for Airport terminals projects;
- 2) Preparing airfield pavement design (Runway/Taxiway/Apron);
- 3) Preparing airfield electrical design (Lighting/Vaults/NAVAID);
- 4) Conducting and attending meetings to obtain information and to coordinate or resolve design matters with all critical project stakeholders;
- 5) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies/evaluation and performing architectural, engineering, and special environmental studies;
- 6) Preparing necessary engineering reports and recommendations;
- 7) Preparing construction safety phasing plans (“CSPPs”);
- 8) Preparing detailed plans, specifications, cost estimates, construction schedules and phasing documents;
- 9) Printing and distributing necessary copies of contract drawings and specifications;
- 10) Providing value engineering services if required to meet overall budgetary constraints; and,
- 11) Conducting environmental and construction permitting.

B-5. Bidding and Negotiation Phase Services

These activities involve assisting Aerostar in advertising, securing and recording bids, negotiating for services, analyzing bid results and furnishing recommendations on the award of contracts. Examples include, but not limited to the following:

- 1) Overseeing public announcement of project availability and public bid openings;
- 2) Analyzing bid results using bid tabulations;
- 3) Conducting negotiation for services;
- 4) Preparing a recommendation for award;
- 5) Preparing required contract documents; and,
- 6) Preparing necessary grant applications for construction phase service.

B-6. Construction Phase Service

This phase includes all basic services rendered after award of a construction contract including, but not limited to, the following activities:

- 1) Providing consultation and advice to the Owner during all phases of construction;
- 2) Participating in pre-construction conferences;
- 3) Inspecting and testing work-in-progress periodically and providing appropriate reports to the Owner;
- 4) Reviewing and approving shop drawings, product submittals, Requests for Information (RFIs), etc. submitted by the Contractor for compliance with contract documents, including but not limited to design concept/drawings;
- 5) Reviewing, analyzing, and approving detailed mill, shop and/or laboratory inspections of materials and equipment;
- 6) Assisting in review and negotiation of change orders and supplemental agreements;
- 7) Observing or reviewing performance tests required by the specifications;
- 8) Reviewing contractor pay requests for approval by Airport Management;
- 9) Making final inspection, creating required punch-lists, ensuring punch-list items are corrected and meet contract specifications and documents, and preparing all project closeout documents for the Owner;
- 10) Preparing as-built/as-constructed drawings using CAD and providing CAD drawings and electronic files for each project;
- 11) Providing all testing and evaluation services which may be required through a wide range of construction projects;
- 12) Preparing quality control plans, and all required contingent documentation, appropriate logs, daily reports and progress schedules and specific procedures for the coordination of information between the Contractor, the design professional and the Owner; and,
- 13) Ensuring contractor compliance with Airport Disadvantaged Business Enterprise plan and/or contract-specific DBE goal.

B-7. Project Closeout Phase

This phase includes all basic services rendered after completion of a construction contract including, but not limited to, the following activities:

- 1) Making final inspections and submitting punch-lists and a report of the completed project to the Owner;
- 2) Providing record drawings;
- 3) Preparing summary of material testing report;
- 4) Preparing summary of project change orders;
- 5) Preparing grant amendment request and associated justification, if applicable;
- 6) Preparing final project reports including financial summary; and,
- 7) Obtaining release of liens from all contractors.

B-8. Special Services

In addition to the responsibilities listed above, the Airport may seek assistance from the Consultant for the following services:

- 1) Providing subject-matter expert for major operation and maintenance (O&M) projects;
- 2) Managing contracts for major maintenance projects;
- 3) Providing procurement guidance as needed;
- 4) Managing scope, fee, and contract development for any required facility condition assessments;
- 5) Assisting in review of non-aeronautical development for compliance with the Airport Master Plan and FAA Orders and Advisory Circulars;
- 6) Conducting geo-technical investigations including core sampling, laboratory testing, related analysis, and reports;
- 7) Preparing land surveys and topographic maps;
- 8) Conducting field and/or construction surveys;
- 9) Providing photogrammetric surveys;
- 10) Providing onsite construction inspection and/or management involving the services of a fulltime resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic responsibilities included as part of the basic services.
- 11) Conducting environmental services (including studies and assessment reports) for specific development projects;
- 12) Preparing project feasibility studies;
- 13) Providing public information activities for certain studies and/or surveys;
- 14) Providing services related to the renovation and/or new construction of Aircraft Hangars and Cargo Buildings;
- 15) Provide aeronautical and non-aeronautical facility assessment services;
- 16) Fixed Base Operators;
- 17);
- 18) Site Development and Landscape Architecture;
- 19) Quality Assurance/Assessment and Control reviews;
- 20) Applicable Aviation/Airport IT and GIS services;

- 21) Drainage Studies and Design;
- 22) Sustainability Master Planning;
- 23) Climate change and sea level rise adaptation and mitigation studies, and associated design;
- 24) DOT Standards Pavement & Bridge Works;
- 25) Updating the airport layout plan; and,
- 26) Updating of Appendix A - Airport Capital Improvement Projects.

The above list is not meant to be a complete listing of all services that may be required or those guaranteed under the anticipated assignment, but representative of project types generally associated with air carrier airport improvement program. Selection of a Consultant under this agreement does not guarantee a predetermined scope and fee assignment, but merely that submitting Consultant(s) maybe qualified for consideration.

The elected Consultant(s) on occasion will be required to serve as an extension of staff on certain assignments and may be requested to assist in coordination with the FAA. Complete knowledge of FAA requirements relating to planning, design and construction is of critical importance; all Consultant(s) requesting consideration must provide information related to this operational imperative. In addition, all Consultant(s) requesting consideration must have in place prior to the submittal of Statement of Qualifications – all required licenses and certifications permitting the practice of Architecture and Engineering services within the Commonwealth of Puerto Rico.

(Note: Consultant(s) will be required to have a licensed professional to sign-seal construction documents-Construction Manager does not require)

SECTION C - INSTRUCTIONS FOR SUBMISSION OF STATEMENT

Interested Consultant(s) should submit **one (1) original and three (3) copies, plus one electronic version (PDF)** of the required SOQ/RFQ not later than 2:00 PM AST July 26th, 2024 in a sealed clearly marked package to the individual and address identified in the Section C-3. Submittal received after the identified date and time will be returned unopened and excluded from further consideration.

C-1. Statement Content and Organization

Consultant(s) interested in providing the services as described in this SOQ/RFQ must include in their Statements the following information:

C-1.1 Letter of introduction – Limited to two (2) pages.

The Statement shall include a letter that introduces the Prime Consultant and any Sub-Consultants proposed to conduct the work contemplated in this procurement action. The Letter shall be signed by a person that is authorized to bind the Consultant to the Statement. This letter shall provide a description of the team organization (including subconsultants or team members) and the general workload for each firm included in the Statement.

- a) Provide name of and general description of firm and applicable team members
 - Prime Consultant
 - Extended Staff
 - Proposed Project Manager

- b) Identification of key sub-consultants (if any)
 - Aviation
 - Architectural
 - Sustainability
 - Local participation

- c) DBE team members and strategy

- d) Location of office(s) that will support/perform work task(s)

C-1.2 Project Approach/Understanding – Limited to five (5) pages.

- a) Present the Consultant team, as applicable and describe the general approach to working within standard FAA protocols for project execution and documentation from planning through the final delivery process including construction. Also describe your firm's experience working with privatized airport operators, identification of opportunities for cost controls, and managing a competitive bid process. Describe opportunities to streamline accelerated design timelines, and ability to meet FAA grant funding deadlines. Also describe your firm's proposed Quality Control processes, beginning with the design process and continuing through construction closeout, as well as how design criteria

considers sustainability and/or potential climate change implications.

C-1.3 Experience and Qualifications (Prime Consultant) – applicable projects within last five (5) years – Limited to ten (10) pages; two projects per sheet.

- a) Airfield Pavements
- b) Airfield Systems
- c) Landside Design
- d) Terminals Design
- e) Sustainability Projects
- f) Other Projects

C-1.4 Experience/Qualifications Role (Sub-Consultant) – applicable projects within the last five (5) years – limited to five (5) pages; two projects per sheet.

- a) Airfield Pavements
- b) Airfield Systems
- c) Architectural Designer
- d) Landside Design
- e) Sustainability Projects
- f) Other Projects

C-1.5 Project Team.

- a) Organization Chart – Single page 11x17
- b) Project Manager – Resume and Availability
- c) Other key project discipline leads – Resumes and Availability

C-1.6 SF Form 330.

- a) Prime Consultant
- b) Sub-Consultant(s)

C-1.7 Business Licenses and Certification.

- a) Prime Consultant Only
- b) Proof of Insurance (ACORD Certificate)

C-1.8 Disadvantage Business Enterprise Goal.

Aerostar encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. Aerostar does not discriminate on the basis of race, color, sex, or national origin.

It is the policy of Aerostar to ensure that disadvantage business enterprises (“DBEs”), as defined in the United States Code of Federal Regulations Title 49-Transportation, Subtitle A,

Part 26 (“Part 26”), have an equal opportunity to receive and participate in DOT-assisted contracts. Accordingly, Aerostar has established a minimum DBE participation goal of 18.3% for projects included under this solicitation, which are initiated during the calendar years 2023, 2024 and 2025.

Consultant(s) as part of their Statement shall include DBEs they intend to include in any scope of work contemplated under this solicitation. If a Consultant desires to participate as a DBE on the projects included under this SOQ/RFQ, Consultant must be duly certified as a DBE by the Puerto Rico Unified Certification Program in a NAICS code applicable to the scope of work the Consultant will be performing.

As part of their Statement, Consultant(s) shall include documentary evidence that proposed DBE firms contained in the Statement are duly certified by the NHDOT-OFC. Any proposed firm that has not received such certification from NHDOT-OFC at time of STATEMENT submission must receive certification prior to the execution of the AGREEMENT by the Consultant.

CONSULTANT(S) ARE HEREBY NOTIFIED THAT FAILURE TO MEET AEROSTAR’S ESTABLISHED DBE PARTICIPATION GOAL FOR FEDERALLY FUNDED PROJECTS, OR FAILURE TO PROVIDE SUFFICIENT DOCUMENTARY EVIDENCE OF GOOD FAITH EFFORTS TO MEET THE DBE GOAL, WILL CONSTITUTE A DEFAULT OF THE AGREEMENT AND MAY RESULT IN THE TERMINATION OF THE AGREEMENT OR OTHER SUCH REMEDY AS DEEMED APPROPRIATE BY AEROSTAR.

C-1.9 Miscellaneous Supporting Documentation (Not to exceed 20 pages).

C-1.10 Certifications

This section requires the Consultant to incorporate signed copies of the federal certifications found in **Appendix E**.

STATEMENTS THAT DO NOT CONTAIN SIGNED CERTIFICATIONS WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.

C-2. Project Insurance Requirements

For the project(s) assigned, Consultant 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 an agreement, Consultant shall provide Aerostar with a certificate of insurance which includes all of the requirements and endorsements mentioned herein.

C-2.1 Object of the Insurance. The object of the insurance policies required herein is the payment for any certain civil liability by Consultant (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.

C-2.2 No representation as to adequacy. The amounts listed herein 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 Consultant’s interest. Furthermore, Consultant will agree that being insured will not release Consultant 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 Consultant must respond for such responsibility, being obliged to compensate the person receiving damages with its own resources.

C-2.3 Required Insurance Limits of Consultant.

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

Automobile Liability

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

Professional Liability

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

C-2.4 Endorsements. The Commercial General Liability Policy, Employers Liability Policy (Stop Gap), and Automobile Liability Policy shall include the following endorsements:

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

C-2.5 Waiver of Subrogation. Consultant 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-2.6 Hold Harmless. Consultant 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.”

C-2.7 Notice of Cancellation. Consultant 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.”

C-2.8 Worker’s Compensation Insurance. Consultant must have and maintain Worker’s Compensation Insurance, in accordance with a policy issued by the State Insurance Fund.

C-2.9 Puerto Rico Disability Benefits Insurance. Consultant 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.

C-2.10 Unemployment Insurance, etc. Consultant 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 the executed 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.

C-2.11 Insurance renewal. Consultant will agree that no more than thirty (30) days prior to the expiration date of any of the policies required the executed agreement, or any other policy that Consultant has in force at the moment the 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.

C-3. Submission Date and Procedures

Each Consultant(s) must submit **one (1) original and three (3) copies, plus one electronic**

version (PDF) of the required SOQ/RFQ not later than 2PM AST July 26th, 2024. The envelope/package containing the Statement shall be marked:

STATEMENT OF QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT
CAPITAL IMPROVEMENT PROGRAM – GENERAL CONSULTING SERVICES
(PROCUREMENT #PD-2024-21084)

with the Consultant’s name clearly stated at the bottom left of the envelope/package in which the Statement is contained.

All such statements will be addressed to:

Aerostar Airport Holdings, LLC
ATTN: Luis Faure Bosch, P.E.
Chief Infrastructure Officer
Luis Muñoz Marín International Airport
Terminal D Ground Level
Carolina, P.R. 00983
Tel. (787) 289 -7240

Any questions and/or comments concerning this request shall be directed in writing, via email to p.d@aerostarairports.com. Aerostar will not responsible for any oral instructions with respect to this Notice. Questions will be received until 5:00 PM AST July 10th, 2024. Inquiries made after this date and time, will not be considered.

SECTION D - EVALUATION CRITERIA

D-1. Selection Process

The selection process shall be evaluated in accordance with FAA Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consulting Services for Airport Grant Projects. The selection panel will use the following criteria and point distribution to evaluate the Statement of Qualifications. Aerostar reserves the right to reject all Statements received and reissue the RFQ or select directly from the responses received.

D-2. Selection Schedule

Aerostar intends to adhere to the following schedule:

Solicitation Step	Date
Advertise RFQ	May 13, 2024
Final Date for RFIs	July 10, 2024
RFQ Submission Deadline	July 26, 2024
RFQ Review and Scoring by Committee	August 9, 2024
Notification of Intent to Award	August 16, 2024

D-3. Preliminary Review

Upon submittals of Statements, Aerostar will conduct a preliminary review to assure that each submittal is generally responsive to the published criteria. Statements deemed non-responsive will be returned to the Consultant with a brief explanation of the reason for the rejection.

D-4. Evaluation and Scoring

Following the preliminary review, an Evaluation Committee will convene to independently review and score each Statement based on the information requested in Section C. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible Consultant(s) to perform the work contemplated under this procurement action.

The following criteria, scoring, and review process will be employed by Aerostar:

SELECTION CRITERIA	Maximum Score
1) Consultant related project experience, qualifications, technical expertise and ability to perform the identified and/or requested aspect of the project.	15
2) Experience and qualifications of Project Manager based upon professional qualifications, reputation, and knowledge of FAA regulations, policies, procedures, and funding requirements.	15
3) DBE Participation statement of compliance	15
4) Robust knowledge, qualifications and experience implementing sustainability projects, including the integration of sustainability initiatives to design efforts.	10
5) Current workload and ability to achieve deliverable milestones meet scheduled deadlines and established budgets.	10
6) Consultant organization and extended staff	10
7) Local presence and vast knowledge in local Industry resources.	10
8) Consultants approach to project execution working with privatized airport operator.	10
9) Capability of proposed office network to perform assigned work tasks	5
Maximum possible points	100

D-5 Selection of Consultants

The maximum score per evaluator is **100 points**. The Evaluation Committee shall independently score each Consultant. The criteria used to score the presentations shall be included in the notification issued to the Consultant. The Consultants who are selected as a qualified candidate will be notified of their selection to move forward in the SOQ/RFQ process. Participating Consultants who are not selected will also be notified.

After each committee member independently scores each Consultant, the Evaluation Committee shall convene the highest scored Consultants.

SECTION E - GENERAL INFORMATION

1. Aerostar, will review the submitted SOQ and reserves the right to select qualified firms solely from submittals but may later invite the most qualified firms to present qualifications and/or conduct an individual interview with the proposed project manager. The selection shall be at the sole discretion of Aerostar. No Consultant shall have any cause of action against the Aerostar arising out of a failure by the Aerostar to consider the qualifications of the Consultant, or the methods by which the Aerostar evaluated the Statements received.
2. Aerostar reserves the right a) to accept the Consultant(s) it deems most suitable and beneficial and b) to reject all proposals, to advertise for new proposals or cancel the process in its entirety.
3. Receipt of the Statement of Qualifications shall in no way obligate Aerostar, to enter into any form of agreement with any Consultant.
4. Aerostar Airport Holdings, LLC., shall not be responsible for any costs associated with the submission of this Statement of Qualifications.
5. The Statement of Qualifications shall become the property of Aerostar Airport Holdings, LLC.
6. Aerostar reserves the right to engage other consultants as it may deem necessary in the execution of future projects.
7. From the time of receipt or publication of the RFQ, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with Aerostar to the point of contact listed in Section C-3. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the Aerostar point of contact will direct the question or comment to the appropriate person or authority.

Other than as permitted herein, respondents to this solicitation may not contact Aerostar executives or staff beyond the person identified in Section C-3, any members of the evaluation committee, or those representing any Aerostar interests in this solicitation for the purpose of discussing the same.

8. Regarding addendums and clarifications, no interpretation of the meaning of any part of the RFQ, or corrections of any apparent ambiguity, inconsistency or error therein, will be made

to any Consultant orally. All requests for written interpretations or corrections shall be submitted in writing and addressed to Aerostar using the contact information in Section C-3 by the date listed in the same section.

9. All such interpretations and supplemental instructions will be in the form of a written Addendum to the RFQ documents, which, if issued, will be posted on the Aerostar website. It is the responsibility of participating Consultants to review Aerostar’s web site <https://aeropuertosju.com/aviso-publico/> and ascertain whether any amendments have been made prior to submission of a Statement.
10. Aerostar intends to enter into a Master Service Provider Agreement with up to three Consultants for a five (5) year fixed term. A sample contract is provided in **Appendix C** to this RFQ.
11. Any contracts and subcontracts issued as a result of this RFQ are subject but not limited to the following federal provisions:
 - Section 520 of the Airport and Airway Improvement Act of 1982;
 - 49 USC § 50101 – Buy America Preference (as applicable);
 - 29 CFR Part 5 – Davis Bacon (as applicable) DOT Regulation;
 - 49 CFR Part 18.36(i) - Access to Records DOT Regulation;
 - 49 CFR Part 20 - Lobbying and Influencing Federal Employees DOT Regulation;
 - 49 CFR Part 26 -Disadvantage Business Enterprises Participation. DOT Regulation;
 - 49 CFR Part 29 - Government-wide Debarment and Suspension DOT Regulation;
 - 49 CFR Part 30 - Federal Trade Restriction Clause; and
 - Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity).
12. Non-Discrimination Provisions. The Consultant agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2- 12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Consultant specifically agrees to comply with: (i) Title VI of the Civil

Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

Sub-Consultants. If any sub-consultant(s) are to be used by the Prime Consultant in the discharge of its duties in performance of the work contemplated in this procurement action, then the Prime Consultant is as fully responsible to the Airport for the acts and omissions of any sub-consultant and of persons either directly or indirectly employed by any sub-consultant, as they are for the acts and omissions of persons directly employed by the Prime Consultant. It is the responsibility of the Prime Consultant to ensure that any and all subconsultants comply with all terms and conditions of the Agreement. Nothing contained in the Agreement or any Statement creates any contractual relationship between the subconsultants and the Airport. The Airport requires that all subconsultants enter into a formal agreement with the Prime Consultant that clearly lists all of the agreed upon conditions, including all required Federal Contract Provisions contained in Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects published by the FAA on May 24, 2023. After each subconsultant agreement is executed, the Prime Consultant is required to issue a letter to the Airport Director that certifies the sub-consultant agreement contains required federal contract provisions.

13. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. Procurement of Recovered Materials. Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

APPENDIX A: ANTICIPATED FEDERALLY FUNDED CIP PROJECTS

- ✓ **Taxiway H between H3 & H4 Pavement Reconstruction**
- ✓ **Runway 10-28 RSA & Taxiway J TSA Improvement**
 - ✓ **Taxiway S Pavement Reconstruction**
 - ✓ **Apron 3 Pavement Reconstruction**
 - ✓ **Airport Sustainability Projects**
 - ✓ **Taxiway N2 Pavement Reconstruction**
 - ✓ **Airport Pavement Management System**
 - ✓ **ARFF Fleet Replacement**
 - ✓ **Apron 2 Pavement Reconstruction**
 - ✓ **Taxiway J7 Geometrical Improvements**
 - ✓ **Apron 6 Pavement Reconstruction**
 - ✓ **BHS Enhancement Program**
 - ✓ **Roof Upgrade Program**

APPENDIX B: SAMPLE MASTER SERVICE PROVIDER AGREEMENT FOR AIP-FUNDED CONSULTING SERVICES

APPENDIX C: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY EMPLOYMENT OPPORTUNITY

1. The Provider’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Provider’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: the goal shall be the requirements established for Puerto Rico in the applicable executive order under 41 CFR Part 60-4.

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Provider’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Provider performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Provider also is subject to the goals for both its federally involved and non-federally involved construction.

The Provider’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Agreement, and in each trade, and the Provider shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Provider to Provider or from project to project for the sole purpose of meeting the Provider’s goals shall be a violation of the Agreement, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Provider shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Agreement resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. The “covered area” is the city of Carolina in the Commonwealth of Puerto Rico.

APPENDIX D: CERTIFICATIONS

PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING CERTIFICATIONS INTO YOUR SUBMITTAL. THE AIRPORT WILL CONSIDER STATEMENTS THAT FAIL TO INCLUDE COMPLETED CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE CONSIDERED.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this solicitation is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

CERTIFICATION:

Name

Signature

Date

Title

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country

included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION:

Name

Signature

Date

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION:

Name

Signature

Date

Title