

**ARCHDIOCESE OF SAN JUAN AND
DIOCESES OF ARECIBO, DIOCESE OF CAGUAS AND
DIOCESE OF FAJARDO-HUMACAO**

REQUEST FOR PROPOSALS

**CONSTRUCTION MANAGEMENT SERVICES
FOR REPAIR, RECONSTRUCTION OR CONSTRUCTION
OF FACILITIES IMPACTED BY HURRICANE MARIA**

Proposal Due Date:

August 18, 2023, 5:00 P.M. (ATLANTIC STANDARD TIME/4:00 P.M. EASTERN TIME)

Procurement Representative: Manuel A. Martínez
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SECTION I: INTRODUCTION TO REQUEST FOR PROPOSALS

A. Introduction

In September 2017, Hurricane Maria made landfall in Puerto Rico causing catastrophic damage, and knocking out power, water, and telecommunications for the entire island. As a result, approximately 1,000 facilities owned and/or operated by the Catholic Church were affected by high winds, river surges, mudslides, storm surge and inland flooding. Current cost estimates to repair, replace and/or incorporate hazard mitigation measures into damaged schools, houses of worship and orphanages owned or operated by the Catholic Church exceed \$300 million.

On September 20, 2017, the President issued a Major Disaster Declaration ([DR-4339-PR](#)) to unlock federal funding under the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"). This declaration authorized the Federal Emergency Management Agency ("FEMA") to provide assistance under its Public Assistance ("FEMA-PA") program to private non-profit organizations like the Catholic Church to restore damaged facilities. FEMA also provided funding through its Hazard Mitigation Grant Program ("FEMA-HMGP") to protect undamaged facilities against future disasters.

FEMA-PA and FEMA-HMGP funding is coordinated through Puerto Rico's Central Office of Recovery, Reconstruction and Resiliency ("COR3"), which acts as the grant recipient under federal regulation. In addition, Congress appropriated funds to the Community Development Block Grant Disaster Recovery ("CDBG-DR") and Mitigation ("CDBG-MIT") programs administered by the U.S. Department of Housing and Urban Development ("HUD") to support recovery efforts across Puerto Rico. The Puerto Rico Department of Housing ("PR DOH") administers CDBG-DR and CDBG-MIT funds to eligible applicants.

The Catholic Church applied for and was awarded funding from FEMA PA program and is finalizing approvals for assistance under FEMA HMGP and HUD's CDBG-DR and CDBG-MIT programs to help finance the restoration and protection of its damaged facilities ("Repair Facilities").

The Archdiocese of San Juan, and the Dioceses of Arecibo, Caguas, and Fajardo-Humacao (each, a "Church Entity") Entity entered into separate agreements with COR3 which define the terms and conditions under which each Church Entity will use the Federal Assistance awarded by FEMA in connection with FEMA Disasters EM-3384 and DR-4339 (each, a "Subaward Agreement"). The Subaward Agreements are attached hereto as **Exhibits A-1, A-2, A-3, and A-4**.

B. Overview of the Projects

The Repair Facilities are distributed among the Church Entities. The geographic distribution of the Repair Facilities is shown in **Exhibit B – Geographic Distribution**. The Dioceses of Ponce and Mayaguez are not included in this RFP. At this time, the Church Entities have identified approximately 490 Repair Facilities throughout Puerto Rico for which they are soliciting CM services through this RFP. See, **Exhibit C – Repair Facilities by Church Entity**. The total number of Repair Facilities and the cost and scope of work to be performed at each one is subject to change at any time, including during the term of the CM Agreement, depending on various factors, including Church Entity's priorities, availability of funds, and regulatory requirements.

The severity of damage to Catholic Church facilities ranges from minor to major. For facilities with minor damage, repairs may include painting and waterproofing. For facilities that suffered major damage, which comprise the majority of the Catholic Church's recovery portfolio, restoration work includes roof repair or replacement, structural repairs, flooring repair or replacement, electrical repair, mechanical repairs (e.g., ventilation and air conditioning), window and door replacement, plumbing repairs and other scopes of work. In some cases, facilities will be fully replaced due to extensive damage. Also, certain facilities will be subject to additional federal conditions due to their historic nature, location and/or environmental regulations.

To illustrate the scale of this recovery portfolio, the table below summarizes FEMA PA funding and count for damaged Catholic Church facilities included in this RFP.

Church Entity	FEMA PA Award	Total FEMA PA Projects	Total Repair Facilities
Archdiocese of San Juan (SJ)	\$182M	112	256
Diocese of Arecibo (AR)	\$56M	40	98
Diocese of Caguas (CA)	\$18M	25	99
Diocese of Fajardo-Humacao (FH)	\$9M	9	37
TOTAL	\$265M	186	490

All funding and facility information is current as of the day of issuance of this RFP; provided, however, that all data is subject to change at any point as designs are completed, cost estimates are updated, Repair Facilities are added or removed and other recovery details come to light.

C. Overview of this RFP

The Church Entities issue this Request for Proposals ("RFP") to solicit competitive proposals (each, a "Proposal") from qualified firms or entities interested in providing construction management services (each, a "Respondent") in connection with the design,

permitting, and construction phases of the repair, reconstruction and new construction of the Repair Facilities (the "Construction Work"). The services herein procured will be to manage current and upcoming Construction Work at the Repair Facilities.

Each Church Entity intends to enter into a separate CM Agreement in connection with the Repair Facilities within its region, as set forth in Exhibit B, above.

The Proposal must demonstrate that the Respondent understands and will comply with the following grant program requirements: FEMA PA, FEMA HMGP, CDBG-DR and CDBG-MIT program guidelines, national objectives, eligible/ineligible use of funds, guidelines, and policies. Federal assistance, except for assistance under FEMA HMGP, is limited to: (i) activities necessary to alleviate damage, loss, hardship, or Federal assistance under the Stafford Act; and (ii) those areas and programs designated by the President or FEMA in the Federal Register Notices for the major disasters previously identified.

Therefore, the Respondents selected for award of one or more Construction Management Agreements (the "Selected Respondent(s)") shall track all work and services to the specific PA project (i.e., grant) and facility levels for compliance and reimbursement.

D. Construction Management Services

Without limiting the generality of the foregoing, the Selected Respondent will provide professional management, inspection and coordination of all activities related to the assigned recovery portfolio, including, without limitation, (i) planning and programming, (ii) procurement, (iii) design activities coordination, (iv) permitting, (iv) enforcement of schedule and deadlines; and (v) administration of construction, inspection, and design contracts (the Services). The scope of services is further defined in **Exhibit D – Scope of Construction Management Services**, attached hereto. All services shall comply with applicable local, Federal, and Puerto Rico statutory and regulatory requirements.

Each Church Entity will be the lead entity for the Projects and will enter into a CM Agreement with the Respondent whose Proposal is determined to be the most advantageous to the Church Entity with all evaluation factors considered (the Selected Respondent(s)).

Respondents shall consider all matters included in the RFP documents and any amendment thereof in the preparation of their Proposal; provided, however, that Respondents acknowledge and accept that this RFP and its attachments may not be used as the sole basis for preparation of a Proposal. The Respondent is solely responsible for conducting all necessary investigations and due diligence prior to submission of a Proposal, including site visits, as it determines appropriate.

E. Construction Management Services Agreement

A draft of the Agreement for Construction Management Services (CM Agreement) to be executed by the Selected Respondent(s) is attached hereto as **Exhibit E – Draft Construction Management Services Agreement**, which includes applicable federal requirements and provisions under FEMA and HUD grants. The attached CM Agreement is for informational purposes only. Each Church Entity reserves the right to amend the CM Agreement at any time up to the date of execution thereof. If awarded, the Church Entity and Respondent will enter negotiations and will execute the Construction Management

Services Agreement. Each Diocese has sole discretion to accept any proposed edits to the Agreement.

No Proposal shall be binding upon any Church Entity until a CM Agreement has been fully executed by the Church Entity and the Selected Respondent(s). The Church Entity reserves the right to cancel the award of a CM Agreement at any time before execution of the contract, without incurring any liability.

The Church Entity reserves the right to make multiple awards and contemplates the award of one or more CM Agreements for the services described in this RFP, according to the amount of Federal Assistance available to the Church Entity.

SECTION II: GENERAL PROVISIONS

A. Representations of Respondent. By submission of a Proposal, each Respondent represent and warrant as follows:

1. If the Proposal is accepted, the Selected Respondent(s) will enter into a contract with the corresponding Church Entity, in substantial form as the one at **Exhibit E**, for the Term set forth in this RFP.
2. Respondent accepts all terms and conditions of this RFP and any amendment thereof.
3. Respondent assumes all costs, risks and liabilities associated with the information included in the Proposal and its release.
4. All vendor(s) and subcontractor(s) hired by the Selected Respondent(s) to perform supplementary construction management services, will be appropriately registered, licensed, and insured to perform the proposed services, will obtain the necessary insurance, and will meet all other requirements specified in this RFP, the Agreement or applicable regulations.
5. Neither the Church Entities, nor the Government of Puerto Rico or the U.S. Government shall be responsible for any expense incurred in the preparation and/or presentation of the Proposals or the oral presentations, if any, which shall be borne exclusively by Respondent.
6. Respondent is not assured that it will enter into a contract with any Church Entity.
7. Church Entities reserve the right, without limitation, to conduct such investigations as they deem necessary on the qualifications or perceived conflicts of interest of any Respondent. The mere occurrence of a conflict of interest shall constitute sufficient cause for rejection of a Proposal.
8. This RFP, its award and any derivative contracts are subject to an agreement between the Government of Puerto Rico and each Church Entity. Respondent acknowledges and agrees that the suspension, cancellation or termination of all or any portion of the award under FEMA PA will result in the immediate suspension, cancellation or termination of this RFP or the awarded or executed contract, upon notice from the Church Entity.
9. The issuance of this RFP does not constitute a guarantee that any Church Entity will award one or any CM Agreement in connection with the Repair Facilities.

B. General Requirements

1. Intellectual Property: The Respondent warrants that no materials, products and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against a Church Entity, the Church Entity shall promptly notify the Respondent, and the Respondent shall defend the claim at its sole cost and expense.

2. **False Statements:** Any false statement made by a Respondent as part of its Proposal will void the entire response and eliminate the Respondent from further consideration.
3. **Background checks:** As a federally funded grant program, FEMA, HUD and the corresponding agencies may require the Selected Respondent(s), its executive officers, its senior management personnel, and/or subcontractors to provide or undergo background checks at Successful Respondent's expense prior to beginning to perform any portion of the Services or at any time during the term of the CM Agreement.
4. **Right to Confirm Information:** The Church Entity shall have the right to corroborate the information included in every form and attachment to the Proposal, including Respondent's background and financial information. As a material condition of the Proposal, Respondent shall execute ***Attachment 7 - Authorization to Contact References and to Obtain Background and/or Financial Information.***
5. **Assignment:** The Respondent may not assign the Proposal or any portion thereof at any time up to and including the execution of the CM Agreement. Third-party participation in the Proposal will be authorized only as part of a joint venture clearly identified in the Proposal, which shall be signed by all members of the joint venture and otherwise in accordance with this RFP.
6. **Confidentiality:** Respondent may designate portions of the Proposal which contain trade secrets or other information the Respondent deems proprietary, privileged or confidential (including financial information). If a Church Entity receives a request for records from an agency or court with competent jurisdiction, it will contact the Respondent to discuss the assertions of confidentiality prior to disclosure of any portion identified as "confidential" requested. At no time will a Church Entity incur any liability for disclosure of information to an agency or court with competent jurisdiction.
7. **Ownership of Proposals:** The Church Entities own all submitted materials. Submissions will not be returned to Respondents. During the evaluation and selection process and after a Selected Respondent(s) signs the CM Agreement, all Proposals (including all attachments thereto) shall remain the property of the Church Entities.

C. Compliance with Laws and Regulations

1. **Compliance with Laws:** The Selected Respondent(s) must comply with all laws, statutes, ordinances and regulations of any and all governmental body, including Federal, state, and municipal governments.
2. **Puerto Rico Requirements:** The Respondent may be a corporation, limited liability company, partnership or joint venture duly organized under the laws of the Commonwealth of Puerto Rico or authorized to do business in Puerto Rico. The Proposal shall include a Good Standing Certificate issued by the P.R. State Department for the Respondent and all members of a partnership or joint venture. Respondents that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the P.R. State Department requesting authorization to do business in Puerto Rico prior to the Proposal Due Date. Failure to

demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

3. Federal Requirements: In the submission of its Proposal and the performance of the Services under the Agreement(s), the Respondent shall comply with all the provisions and requirements of applicable FEMA and HUD regulations, latest version, that are provided for in Exhibit E, Construction Management Services Agreement. By submitting a proposal, the Respondent agrees that it will not raise any objections to and must comply with all applicable federal provisions contained in Exhibit E, Construction Management Services Agreement.
4. Conflicts of Interest: The Respondent shall disclose the following information as part of **Attachment 3 – Non-Conflict of Interest and Identity of Interest Certification**: (i) all actual, apparent and potential conflicts of interest; (ii) all related ownership interests; (iii) identification of all officers and directors of Respondent entities; and (iv) overlapping ownership interests or directorships in other companies. Specifically, Respondent may not have any ownership interest in any design, construction, permitting or management entity or organization that performs any portion of the CM Services.
5. Debarment: Any firm debarred by local, state, or federal agencies shall have any award issued under this request, revoked. As a material condition of this RFP, the Respondent shall complete **Attachment 4 – Limited Denial of Participation, Suspension or Debarment Affidavit**. Failure to do so shall result in the rejection of the Proposal. If a state, federal or local agency has terminated any contract with the Respondent for default; the Respondent will not be eligible to enter into a contract under this RFP.

D. Contractual Obligations

Below is a summary of key provisions of the CM Agreement:

1. Term: Three (3) year agreement with one option to extend the term for an additional two (2) years, subject to mutual agreement.
2. Payment for Services: The CM Agreement will be a time and materials contract with a not-to-exceed amount (NTE). Contract prices resulting from this RFP will prevail throughout the term of the CM Agreement. All fees, overhead costs and profit shall be included as part of the fixed billing rate for labor hours. Therefore, the rates set forth shall include all labor, materials, tools, transportation and equipment necessary for the proper performance of the services. The Church Entity will exercise a high degree of oversight of services performed and billed through a task order process. The Selected Respondent(s) will operate within the scope of services outlined in each task order issued by the Church Entity during the term of the CM Agreement. The Selected Respondent(s) will not perform any work or services prior to receipt of a duly executed task order. This process is more fully outlined in the CM Agreement.
3. Insurance: If a contract is awarded, the Selected Respondent(s) shall, within 7 days of execution of the contract, submit to the Church Entity the hereafter mentioned certificate(s) of insurance naming the corresponding Church Entity as an additional

insured under each policy, including all endorsements and agreements required under the CM Agreement:

Insurance Type	Minimum Limits
Worker's Compensation	Statutory
Employers Liability (Coverage B)	\$500,000.00 – each accident \$500,000.00 – disease policy limit \$500,000.00 – disease each employee
Commercial General Liability	\$1,000,000.00 – each occurrence \$2,000,000.00 – annual aggregate
Automobile Liability	\$1,000,000.00 – per occurrence \$2,000,000.00 – annual aggregate

The Selected Respondent(s) shall require each of its vendors and subcontractors, if any, to obtain and maintain in force during the performance of any supplementary construction management services the insurance policies stated above with the minimum limits set forth herein.

4. Quality Assurance/Quality Control: Respondents will be required to create and manage quality assurance/quality control plans for the work assigned in each Task Order.

E. Respondent Team Members

1. Local Participation: The Church Entities encourage Respondents to engage local subcontractors, professionals, and relevant service providers headquartered in Puerto Rico ("Local Parties") as team members and key staff personnel to the greatest extent possible. Respondents are encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties.
2. Minority and Women Owned Business Enterprises: The Church Entities recognize their obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (M/WBEs), and the employment of minority group members and women in the performance of all federally funded contracts. The Church Entities are committed to ensuring that firms that are M/WBE certified are encouraged to submit proposals in response to this RFP. The work to be performed under the contract resulting from this RFP shall be subject to the regulations outlined in the 2 C.F.R. § 200.321 that require the non-federal entity (Church Entity) to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with FEMA PA, FEMA HMGP, CDBG-DR and/or CDBG-MIT financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms (MBEs), women-owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every

feasible effort to ensure that small businesses, M/WBEs, and labor surplus area businesses participate in contracting. All participating entities engaged by the Church Entities must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of the M/WBE's subcontracting goal of 5% of total contract value.

SECTION III: EVALUATION CRITERIA

A. Evaluation Process

The Church Entities will jointly appoint an internal evaluation committee to review the Proposals in accordance with the RFP requirements and the Evaluation Criteria set forth herein. The committee will submit a recommendation for final determination and request approval from the corresponding Church Entity to issue a notice of award of a contract ("Notice of Award").

Each Church Entity reserves the right: (i) to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process; and (ii) to accept or reject any or all qualifications and selections when it is determined to be in the best interest of the Church Entity or the Projects, at the sole discretion of the Church Entity, and (iii) to waive irregularities or minor events of non-compliance in a Proposal.

B. **Mandatory Requirements.** Respondents shall meet the following mandatory requirements, which will be qualified as "Pass" or "Fail". Only Proposals that meet all Mandatory Requirements will be referred for further evaluation as set forth in Section III(C), below. Proposals that do not meet all Mandatory Requirements, will be designated as "Failed" and will be disqualified from further consideration. The Mandatory Requirements for this RFP are as follows:

1. Proposal Submission: The proposal must be submitted no later than the Proposal Due Date set forth in Section IV(A)(2), below.
2. Proposal Forms: The Proposal shall include the following completed, signed and notarized (as applicable) Proposal Forms:
 - a. **Exhibit F** – Proposal Checklist;
 - b. **Exhibit G** – Statement of Qualifications; and
 - c. **Exhibits H-1, H-2, H-3, and H-4** – Schedule of Hourly Rates (per Church Entity).
3. Other Required Documents: Respondents shall submit the following documents duly completed, and notarized when applicable, as part of their Proposal:
 - a. **Attachment 1** – Corporate resolution or similar document confirming authority of Respondent representative to submit the Proposal
 - b. **Attachment 2** – Organizational documents, including without limitation, Certificate of Organization or Incorporation, Certificate of Good Standing, and similar documents
 - c. **Attachment 3** – Non-Conflict of Interest and Identity of Interest Certification
 - d. **Attachment 4** – Limited Denial of Participation, Suspension and Debarment Affidavit

- e. **Attachment 5** – Non-Collusive Affidavit
- f. **Attachment 6** – Byrd Anti-Lobbying Certification
- g. **Attachment 7** – Authorization to Contact References and to Obtain Background and/or Financial Information
- h. **Attachment 8** – Financial statements or similar documents

C. Evaluation Criteria

The Evaluation Committee shall review and evaluate the Proposals in accordance with the criteria listed below.

Category	Weight (points)
Technical Competence and Past Performance	35
Project Approach and Methodology	20
Qualifications and Relevant Experience of Key Staff	10
Price	20
References	10
Responsiveness to Solicitation	5

1. Technical Competence and Past Performance 35 points

Respondents shall establish their experience, past performance, and integrity benchmarks for performance of the services by providing the following information and documents:

- a. Respondent Profile: Provide a profile of the company, which lists Respondent company's experience, past performance, and qualifications to provide the CM Services. If the Respondent was recently created, the profile shall list the experience, past performance, and qualifications of each majority shareholder, member or entity comprising the Respondent.
- b. Experience: Proposal shall detail Respondent's prior relevant experience, including without limitation: (i) experience managing constructions projects involving rehabilitation, reconstruction, environmental mitigation and new construction; and (ii) experience with local, Federal, and State requirements for grants, specifically FEMA PA, FEMA HMGP, HUD CDBG-DR, HUD CDBG-MIT, state or local disaster recovery programs. A lack of disaster recovery experience, or experience in certain types of construction (older facility reconstruction) will not,

by itself or in combination, automatically preclude Respondent from being determined to be qualified for the performance of the CM Agreement.

- c. Business Form: Proposal shall disclose the business form of Respondent and, if applicable, any members of Respondent (e.g., corporation, nonprofit corporation, limited liability company, professional services company, joint venture) and shall provide the names, telephone numbers, and email addresses of its principals, directors, members, and partners, if any, as well as the person the Church Entity shall contact regarding the Proposal (Respondent's Authorized Representative). This information shall be included in the appropriate section of the Statement of Qualifications
- d. Record of Integrity: Proposal shall specify if Respondent or any of its directors, officers, members or majority shareholders has been the subject of any demand, action, investigation, litigation, sanction and/or administrative complaint or criminal, civil or administrative process that has been initiated, is pending, resolved, threatened, or concluded during the five (5) years prior to the Proposal Due Date. This information shall be included in the appropriate section of the Statement of Qualifications. Disclosure of any legal action will not disqualify the Respondent from participation in this RFP; however, disclosed information will be considered as part of the evaluation process, and failure to make full disclosure will disqualify the Respondent from further consideration.
- e. Financial Capacity:

The Respondent shall demonstrate that it has adequate financial resources to perform the services under the CM Agreement(s). Proposal shall include Respondent's reviewed or audited Financial Statements for the past five (5) years or for the number of years the Respondent has been in existence, if less than five (5) years that includes, as a minimum, Income Statement and Balance Sheet.

If a Respondent has been in existence or has conducted business operations for less than two (2) years, it shall provide the following documents with respect to each of its principals: (i) Certified income tax returns (last five years); (ii) Financial Statements; (ii) Certified statements indicating the companies in which the principals were involved.

The corresponding documents shall be identified as **Attachment 8** to the Statement of Qualifications.

2. Project Approach and Methodology

20 points

- a. Project Approach: The Proposal shall include a detailed approach to the performance of the CM Services specified in this RFP. The work approach shall demonstrate the Respondent's understanding of the requirements and conditions of the services to be contracted and how it will ensure compliance with the objectives of the Church Entity and applicable regulatory requirements.

Respondent shall demonstrate ability to comply with required or proposed delivery or performance schedule; has a satisfactory performance record; has a satisfactory record of integrity and business ethics, has the necessary

organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them in order to start immediately; has the necessary equipment and facilities, or the ability to obtain them in order to start immediately; and is otherwise qualified and eligible to receive an award under applicable laws and regulations, including the fact that the Respondent has not been suspended or under a PRPHA-imposed Limited Denial of Participation.

- b. Contract Administration: Proposal shall specify how the CM Firm will ensure the following aspects: Pre-Construction Phase, including revision of drawings, specifications and value engineering; Construction Phase, Scheduling and Cost Control; the limitation of Change Orders, contract modifications and time extensions to a minimum; appropriate document control and reporting ability; handling, evaluation and recommendations if construction claims arise; project quality control and quality assurance; regulatory compliance; effective resident relocation; and commitment to the enforcement of project safety.
- c. Quality Control Personnel: If the Respondent has a quality control program and assigned quality control personnel, please outline the professional qualifications and duties of the corresponding staff.
- d. Ability to Manage Multiples Projects: If the Respondent is interested in being considered for more than (1) CM Agreement, Proposal shall demonstrate how Respondent will: (i) provide and maintain staffing levels with the qualifications required in this RFP throughout the term of the CM Agreements; (ii) interact and communicate effectively with the corresponding Church Entities and their agents and consultants; and (iii) respond to requests, directives and instructions from the corresponding Church Entities efficiently.

3. Qualifications and Relevant Experience of Key Staff

10 points

- a. Key Staff: Proposal shall submit the resumes of each of the Key Staff positions specified in **Exhibit D**, including information on their qualifications and experience to perform the services set forth in this RFP. Resumes will be evaluated to determine that the individuals identified as Key Staff have the experience, skills, and licenses necessary to perform the services to be assigned. The Selected Respondent(s) may not make any change to the Key Staff identified in the Proposal without the prior written consent of the corresponding Church Entity.
- b. Relevant Experience: Resumes shall emphasize the experience and capability of Key Staff, consultants, new hires or other members of the Respondent in (i) construction management in federally-funded projects, preferably by FEMA or HUD; (ii) design review and pre-construction services; (iii) construction scheduling and estimating; (iv) cost control; (v) regulatory compliance; (vi) and quality control systems.
- c. Organizational Chart: Proposal shall include an organizational chart that reflects the terms and conditions of this RFP and the CM Services. The organizational chart shall, at a minimum: (i) show the structure and lines of responsibility and authority in the execution of the CM Services, and (ii) identify the roles and responsibilities of Respondent's Key Staff during each stage of the CM Services: Pre-Construction, Permitting, Procurement and Construction.

4. Price

20 points

The Selected Respondent(s) will be compensated based on hours worked and the hourly rates for the staff classifications identified in **Exhibit D**. Respondent shall use **Exhibits H-1, H-2, H-3, and H-4** – Schedules of Hourly Rates, to provide hourly rates for the personnel identified therein. The rates set forth shall include all labor, materials, tools, transportation and equipment necessary for the proper performance of the services for those Church Entities for which the Respondent presents a Proposal. The Evaluation Committee will review the reasonableness of rates submitted. Price alone shall not be determinative in this process. Price shall only be one of the criteria to be taken into consideration by the Evaluation Committee upon reviewing each Proposal.

The Evaluation Committee will evaluate the Price proposals by considering different combinations of hours worked per classification to determine which Proposals represent the best value for the Church Entity, considering the conditions of this RFP and the objectives of the Church Entities. Price Proposals will be awarded points based on the following formula:

Price Proposal Points

$$= \frac{\text{Lowest Price Proposal Received}}{\text{Respondent's Price Proposal}} \times 20 \text{ points}$$

5. References

10 points

The Proposal shall identify in the appropriate section of the Statement of Qualifications at least three (3) firms, persons or entities for which Respondent has provided or is providing services similar in size and scope to the CM Services to be contracted hereunder. For each reference, please provide: (a) name of client; (b) name, telephone number and email address of client contact; (d) brief description of services performed; (e) contract amount, and (f) period of performance. As part of the evaluation of the Proposal, the Evaluation Committee may contact these references to determine the services provided are substantially similar in scope to those proposed herein and to confirm that Respondent's performance was satisfactory.

If included as part of the Proposal, the Evaluation Committee may also consider positive written references from owners, designers and/or construction managers for which the Respondent has provided services similar in size and scope to the CM Services to be contracted hereunder.

As part of the evaluation of the Proposal, the Evaluation Committee may contact these references to determine the services provided are substantially similar in scope to those proposed herein and to confirm that Respondent's performance was satisfactory. Accordingly, the Proposal shall include **Attachment 7 – Authorization to Contact References and to Obtain Background and/or Financial Information**, duly signed by an Authorized Representative of the Respondent.

6. Responsiveness to Solicitation

5 points

A Respondent will be determined to be Responsive if its Proposal conforms exactly to the requirements in this RFP and its attachments. The Church Entity shall examine the Proposal and all attachments thereto to ensure that it complies with the

specifications and other terms and conditions of this RFP, and that Respondent did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions.

SECTION IV: RFP PROCESS

A. Key Information related to the Procurement

1. Procurement Contact: The Church Entities have jointly selected the Procurement Officer identified below for all communications related to this RFP.

Manuel A. Martínez

prrecovery@catholicextension.org

2. Proposal Timetable: The following dates are set forth for information and planning purposes, however, the Church Entities reserve the right to change the dates:

Issue RFP	July 9, 2023
Pre-Submission Conference	July 21, 2023 at 10:00 a.m. (AST)
Deadline for Submission of Questions	July 28, 2023
Issuance of Answers to Respondent's Questions	August 4, 2023
Proposal Due Date	August 18, 2023 at 5:00 p.m. (AST)
Notice of Award	TBD
Contract Execution	TBD

The Church Entities reserve the right to amend this timeline at any time during the RFP process up to the execution of the CM Agreements, if any.

3. Addenda and Acceptance: Any written amendment to this RFP issued prior to the Proposal Due Date (Addendum) will be posted only to prrecovery.catholicextension.org. As a mandatory condition of the Proposal, the Respondent shall acknowledge receipt of all Addenda issued and posted. The Church Entities shall not be responsible for a Respondent's failure to obtain or download any Addenda issued during this RFP process.
4. Pre-Submission Conference: The Church Entities will hold a Pre-Submission Conference at the date and time set forth in Section IV(A)(2), above, to provide an overview of the RFP submission requirements and construction management services. Attendance at the Pre-Submission Conference is not mandatory and will not preclude a firm from submitting a response to this RFP. However, Respondents are encouraged to attend in order to address any questions and to gain a better understanding of the RFP and the Projects. Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an Addendum. Likewise, the ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Statements made by the Church Entity, or any consultant or representative of the Church Entity at the Pre-Submission Conference will not be binding and will not amend or otherwise revise this RFP unless a subsequent Addendum is issued. Verbal responses by Church Entity's Representatives shall not constitute an amendment or change to this RFP.

5. Submission of Inquiries: Respondents may direct all questions as to the intent or clarity of this RFP, its Exhibits and Attachments, and requests for American Disabilities Act accommodations, in writing to the attention of the Procurement Contact identified in Section IV(A)(1), above. If questions are answered, they will be posted as an Addendum.

Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. No compound or multi-part questions will be allowed. Questions may be written in Spanish or English. Answers will be written in the language submitted.

6. Correspondence and Communications: All inquiries and communications regarding the RFP must be submitted in writing to the Church Entity through the Procurement Contact identified in Section IV(A)(1), above, on or before the deadline specified in Section IV(A)(2), above.
7. Proposal Modification or Withdrawal: A Respondent may modify or withdraw a Proposal at any time before the Proposal Due Date. The Church Entity will accept a modification to a Proposal already submitted only if the modification is submitted prior to the Proposal Due Date. Timely withdrawal of a Proposal does not prejudice the right of a Respondent to submit another Proposal by the Proposal Due Date. No oral, telephonic, or facsimile modification of a Proposal shall be recognized. After the Proposal Due Date, the Proposal may not be modified or withdrawn.

SECTION V: PROPOSAL REQUIREMENTS

A. Content and Format

These instructions describe the format and content of the Proposal. These directions are designed to facilitate a fair and uniform review process. Failure to adhere to these instructions will affect the evaluation process and may result in disqualification of a Proposal. The Church Entities expressly reserve the right to reject or accept submissions at their discretion. All submissions shall comply with the following parameters:

1. Proposal documents will be computer-written in 8 ½" x 11" pages. Pages will have a one-inch margin. Larger paper (up to 11" x 17") is allowed for charts, diagrams, spreadsheets, and similar documents.
2. The documents comprising the Proposal shall be organized as follows:
 - a. Cover Letter and Table of Contents;
 - b. Proposal Checklist (Exhibit F);
 - c. Proposal;
 - d. Statement of Qualifications and all attachments thereto (Exhibit G); and
 - e. Schedules of Hourly Rates Forms (Exhibits H-1, H-2, H-3, and H-4).
3. The Proposal and attachments may be written in English or Spanish, including certifications and/or documents issued by government entities or instrumentalities.
4. All documents requiring a signature shall be signed in blue or black ink. Documents consisting of more than one page requiring signature must contain the initials of the Respondent's Authorized Representative in each page. The full name and position of the signer shall be included below each signature.
5. All blanks in any form or any other document must be filled in by the Proposer. If a particular field does not apply to the Respondent, write "N/A" (not applicable) in the corresponding space.

The Proposal may be submitted via email or in hard copy form. If sent in hard copy form, please deliver to the following, identified as follows:

[Respondent Name]
[Respondent Contact Person]
Response to Request for Proposals
Construction Management Services
For Repair, Reconstruction and Construction
of Facilities Impacted by Hurricane Maria

Proposal Due Date: August 18, 2023 at 5:00 p.m. (AST)

B. Cover Letter and Proposal Checklist; Table of Contents

The Cover Letter shall include (a) a brief description of your firm's company history, experience, number of years in business, and M/WBE participation goals; (b) the letter must include the Respondent's main point of contact for all matters concerning this RFP; (c) mailing address, e-mail address, fax number and telephone number; and (d) the individual authorized to legally bind the Respondent must sign the cover letter. The Proposal shall be page-numbered sequentially and shall include the Proposal Checklist (**Exhibit H**).

C. Execution of Proposal

Proposals shall be executed by the Respondent's Authorized Representative. The Proposal shall include all pertinent organizational documents, which will vary according to the type of organization of the Respondent. Such documents may include, without limitation, certificates of incorporation or organization, partnership, joint venture or operating agreements, and Good Standing certificates.

In addition, the Proposal shall strictly comply with the following provisions, as applicable to the Respondent:

1. Corporations or Companies: Proposals submitted by corporations or companies must state the correct name of the entity and must be signed by an authorized officer, whose power to bind the entity must be evidenced by the corresponding corporate resolution or member consent.
2. Partnerships: Proposals submitted by a partnership must be signed on behalf of the partnership by at least one general partner of the partnership. If the authorized representative signs the Proposal, a power of attorney, dated and signed by all of the Proposer's partners, shall be attached to the Proposal as proof of the representative's authority to sign the Proposal and bind the Proposer.
3. Joint Ventures: Proposals submitted by a joint venture must be signed by all members of the joint venture. If the Proposal is signed by a single member of the joint venture entity, the accompanying joint venture agreement shall demonstrate that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the Proposal Due Date. The Respondent shall provide organizational documents and required Proposal Forms for each member of the joint venture.
4. Subsidiaries: If Respondent is a subsidiary corporation, provide all information and documents and information required herein for Respondent's parent company.
5. Authorization: Depending on the type of organization, the Respondent shall submit a Corporate Resolution signed by the secretary of the corporation, or a Power of Attorney, in the case of a partnership, dated and executed by all partners, or the Joint Venture Agreement, evidencing the name of the individual authorized to sign the Proposal, the Agreement and any amendment thereto with exception of the sole Proprietorship. (**Attachment 1** to the Statement of Qualifications.)

SECTION VI: EVALUATION OF PROPOSALS

A. GENERAL PROVISIONS

1. Rejection of Submission: Submissions that do not comply with the submission requirements of the RFP or that contain omissions, erasures, alterations that are irregular in any way, may be rejected as informal and insufficient. The Church Entities, however, reserve the right to waive any or all informalities when it considers a waiver to be in its best interest.
2. Improper Practices: The Respondent must not offer any gratuities, favors, or anything of monetary value to any official, employee, agent, or attorney of the Church Entities for the purpose of influencing consideration of the proposal. The Respondent must not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will disqualify the Respondent from further consideration. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, partnerships or subcontracts.
3. Errors and Omissions in Proposal: The Church Entity reserves the right, without limitations, to reject a Proposal that contains an error or omission. Church Entity also reserves the right, without limitations, to request correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening clarifications for all Respondents.

4. Oral Presentations:

Each Church Entity reserves the right to enter into a contract without further discussion of the Proposal, based on the initial Proposals received. However, the Evaluation Committee and/or any of the Church Entities may, at their sole discretion, require Respondents determined to be most likely to receive award of an Agreement (the "Competitive Range") to provide an Oral Presentation of how it proposes to meet the Church Entity's objectives. Oral presentations will be confidential, and only one (1) Respondent will be present at a time. Commitments made by the Respondent during the Oral Presentation, if any, will be considered binding and will be incorporated into the Proposal.

If required, it is anticipated that Oral Presentations will not exceed two (2) hours. No Respondent will receive any information regarding the presentation of any other Respondent.

If Oral Presentations are required, the Evaluation Committee may adjust the original scores for Technical Competence and Past Performance, Project Approach and Methodology, and Qualifications and Relevant Experience of Key Staff, based on any additional information obtained. The Price, References, and Responsiveness scores will remain the same and unchanged.

If a Respondent declines the invitation to make an Oral Presentation, the Proposal will be evaluated based on the original submission, and no clarifications or revisions will be allowed or accepted.

5. Best and Final Offers

At the sole discretion of the Church Entities, Respondents within the Competitive Range may be asked to submit revised to price proposals (“Best and Final Offer” or “BAFO”).

The Evaluation Committee will evaluate the Best and Final Offers in essentially the same manner as the original offers. The Evaluation Committee shall establish a common date and time for submission of BAFO’s. Late responses shall be treated the same as late original Proposals. When requesting a BAFO, the Evaluation Committee will inform Respondents that should they fail to submit a Best and Final Offer by the due date, their initial Proposal will be deemed to be their Best and Final Offer.

6. Negotiations

The Church Entities reserve the right to conduct Negotiations with all Respondents deemed to be in the Competitive Range. Any Respondent deemed not to be in the Competitive Range shall be notified of such in writing.

7. Contract negotiations:

Each Church Entity will notify the Selected Respondent(s) and negotiate a contract. The successful Respondent will be required to enter and sign the Contract with the corresponding Church Entity.

In the event a Selected Respondent(s) fails to reach an agreement with a Church Entity, negotiations will be terminated, and at the Church Entity’s sole discretion, negotiations may be initiated with the next best ranked Respondent, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the Church Entity determines that the RFP will be withdrawn or reissued. The Church Entity assumes no obligation to a Selected Respondent(s) until an agreement is reached and a contract is fully executed. The Church Entity will not negotiate concurrently with more than one Respondent for the same award.

The construction, interpretation, and enforcement of this RFP shall be governed by the laws of Puerto Rico, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

The successful Respondent may not perform any work that could be billed until a contract has been executed. The Church Entity will not pay for any work by the Respondent before a contract is executed.

8. Award:

The Evaluation Committee will recommend the Proposals determined to represent the best value to the Church Entities for award of a CM Agreement. In making the award, the Church Entity may consider factors such as other work on hand and ability to manage multiple engagements at the same time. Following the final determination of the Church Entity, a Notice of Award will be issued. Each Church Entity will make a separate determination of award.

The Notice(s) of Award shall inform all Respondents of: (i) which Respondent(s) received an award and the reasons for this determination; (ii) which Respondents did not receive an award and the reasons therefor; (iii) which Respondents did not form part of the Competitive Range and the reasons; (iv) the Price Proposal(s) received from each Respondent; and (v) each Respondent's right to a debriefing and to protest.

The Notice of Award will establish the Selected Respondents' obligation to submit any applicable post-award documentation.

Each Church Entity intends to enter into the CM Agreement with the Selected Respondent(s) within 30 calendar days, which term is subject to change at the Church Entity's sole discretion, after the day of issuance of the Notice of Award. If the Selected Respondent(s) is unable to execute the CM Agreement within the specified time, the Church Entity may issue an award to the next Respondent determined to represent the best value for the corresponding Church Entity.

9. Reconsideration

Any person, party or entity that deems itself adversely affected by a determination of award or cancellation issued in accordance with this RFP may file a petition for reconsideration with the corresponding Church Entity. The mere filing of a request for reconsideration shall not constitute an automatic stay of the challenged award.

B. RESERVATIONS OF THE CHURCH ENTITIES

At the sole discretion of the Church Entities, each shall have the right to:

1. Reject a Proposal if the Church Entity determines that the firm is not qualified to perform the CM Services;
2. Reject a Proposal if the Respondent failed to submit the data and documents required in the RFP package, or if the Proposal is nonconforming, non-responsive, incomplete, inadequate, conditional or irregular.
3. Reject a Proposal if there are unauthorized additions, conditional or alternate proposals or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
4. Reject Proposals from a Respondent shown to be submitting Proposals under different names for the same services.
5. Reject any or all Proposals upon evidence of collusion among several or all Respondents.
6. Reject any Respondent that has an unsatisfactory performance record, as demonstrated by past work performed for FEMA, HUD, or the Church Entity.
7. Reject any Proposal due to uncompleted work which, in the judgment of the Church Entity, might hinder or prevent the prompt completion of additional work, if awarded.
8. Conduct further investigations with respect to the technical qualifications, experience, and financial capacity of Respondent using any sources deemed necessary or convenient, which may include materials not identified in the Proposal.
9. Waive or allow the Respondent to make changes during discussions of any defects, informalities, irregularities, technicalities, or inconsistencies in a Proposal.
10. Cancel without prejudice, any selection of Respondents, before the execution of the Agreement(s).
11. Cancel this RFP in whole or in part, at any time, with or without substitution of another RFP if such cancellation is determined to be in the best interest of the Church Entity.

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