



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES

**REQUEST FOR PROPOSALS
FOR THE
RÍO CAMUY CAVE PARK PROJECT**

RFP#2023-0901-PN

Issued by the Puerto Rico Department of Natural and Environmental Resources

Issued:

September 1st, 2023

Proposals Submission Date:

October 16th, 2023, at 4:00p.m. p.m. AST

TABLE OF CONTENTS

1	INTRODUCTION	5
1.1	Background	5
1.2	Purpose and Intent	5
1.3	Disclaimer	6
1.4	Limitation of Damages	7
1.5	Judicial Review	8
2	DEFINITIONS:.....	8
3	PROJECT DESCRIPTION.....	9
3.1	Cave Park Overview	9
3.2	Scope of Project	10
3.3	Contract Term	13
3.4	Compensation Structure	13
3.5	Federal Assistance	13
4	PROPOSAL FORMAT	14
4.1	Cover Letter and Table of Contents.....	14
4.2	Key Personnel	14
4.3	Memorandum	14
4.4	Qualifications, Experience and Capacity.....	15
4.5	Approach and Methodology	16
4.6	Financial Soundness and Stability.....	16
4.7	Commitment to Complying with all Applicable Laws	16
4.8	Local Parties	16
4.9	Additional Certifications and Representations.....	17
4.10	Operational Plan	17
4.11	Emergency Management Plan.....	17
4.12	Security Service Plan	18
4.13	Waste Disposal and Recycling Plan.....	18
4.14	Application for Concession	18
4.15	Most Favorable Terms	18

5	PROPOSAL SUBMISSION	19
5.1	Submission Requirements	19
5.2	Prohibited Communications, Expenses, and Rejections	19
5.3	Questions	20
5.3	Local Participation.....	20
5.4	RFP Timeline	20
5.5	Revisions to the RFP.....	21
5.6	Due Diligence	21
5.7	No Obligation to Contract.....	21
6	EVALUATION AND SELECTION	21
6.1	Evaluation Criteria	21
6.2	Final Interviews	22
6.3	Direct Negotiations	22
6.4	Selection.....	23
6.5	Respondent Requirements	23
6.5.1	Required General Qualifications of Respondent	23
6.5.2	Requirement of Legal Entities.....	24
6.6	Performance Bond and Other Obligations of Selected Proponent	24
6.7	Confidentiality of Responses & Proprietary Information	24
6.8	Conflicts of Interest.....	25
6.9	Insurance.....	26
7	DISCLOSURES	26
7.1	Rejection of Proposals; Cancellation of RFP; Waiver Informalities and Withdrawal Proposal	26
7.2	Ownership of Proposal	26
7.3	Cost of Preparing Proposals.....	26
7.4	Errors and Omissions in Proposal	27

1 INTRODUCTION

1.1 Background

The Puerto Rico Department of Natural and Environmental Resources (the “**Department**” or “**DNER**”) was created by Act No. 23 of June 20, 1972, as amended (the “**DNER Enabling Act**”). It is the executive agency of the Government of Puerto Rico (the “**Government**”) tasked with protecting, conserving, developing and managing Puerto Rico’s natural and environmental resources. The DNER is responsible for the implementation of the Government’s environmental public policy, including, but not limited to, the provisions of section 19 of Article VI of the Puerto Rico Constitution and Act No. 416-2004, as amended, also known as the “Environmental Public Policy Act.” It is also the owner and manager of Puerto Rico’s national, recreational and historical parks through its National Parks Program.

The DNER Enabling Act allows the Department to contract with municipalities, non-profit institutions and public and private entities for the administration, concession, operation, outsourcing and delegation of Puerto Rico’s parks in a manner consistent with the public interest. This Request for Proposals (“**RFP**”) is issued pursuant to Section 5(w) of the DNER Enabling Act and the DNER Regulation (the “**DNER Regulation**”).

1.2 Purpose and Intent

- The Department issues this RFP to seek competitive Proposals to acquire the rights to manage, operate, and maintain the Río Camuy Cave Park (the “Cave Park”) under a Concession Agreement by and between the Department and the Selected Proponent (the “Project”).
- As part of the Government’s ongoing commitment to improve visitor experience, ensure financial sustainability, and protect the Cave Park’s natural and cultural wonders, the Department is seeking responses from Proponents that are aligned with the following goals and objectives for the Cave Park.
- Improve the Cave Park’s operation and develop the necessary strategies to create additional value for the Cave Park through new and innovative attractions and activities.
- Increase revenue opportunities for the Cave Park.
- Address the maintenance and management needs of the Cave Park to deliver services at pre-Hurricane María levels.
- Minimize the Cave Park’s reliance on local government funding and
- Collaborate with the DNER to maximize the use of federal funds to address the infrastructure needs of the Cave Park.

This RFP seeks responses from parties capable of delivering the services described in Section 3. Proponents should demonstrate their capacity to complete the required tasks and develop a productive working relationship with the Department.

The Department will award the RFP to the Proponent whose Proposal is most advantageous to the Department and the Cave Park, in the Department’s discretion, pursuant to the terms of this RFP. This RFP does not commit the Department to award a contract or to pay any costs incurred by the Proponents in preparing and submitting Proposals in response to this request. The Department reserves the right to accept or reject any or all proposals received as a result of this RFP, negotiate

with any qualified party or modify or cancel the RFP in part or in its entirety. Please refer to Section 1.3 and 6 for further disclaimers and reservations of rights by the Department.

1.3 Disclaimer

The information provided in this RFP and any additional documents related to this RFP, or any other written or oral information provided in connection with the Project or the selection process (collectively, the “**Provided Information**”), is provided only for the convenience of Proponents. Proponents shall make their conclusions as to the Provided Information. Non-written communications or instructions from the Department's officials, employees, or consultants shall not be considered binding on such entities the officers, employees, and consultants of the Department and the members of the Evaluation Committee make no representations as to the Provided Information (or the accuracy and completeness thereof). They shall have no liability in connection with such information or the selection process. By participating in the RFP process, Proponents (whether or not they submit Proposals) and their respective Team Members affirmatively and expressly waive any current or future liability that might arise from or about the Provided Information.

In connection with the Project, the Department reserves all rights (which rights shall be exercisable by the Department in their sole and absolute discretion) available to them under applicable laws and regulations, including, without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law or the best interests of the Department, the Cave Park or the Government.
- Carry out the procurement process in any manner that they deem necessary (if the Department is unable to negotiate the Concession Agreement to their satisfaction with the initial Selected Proponent, they may negotiate with the next highest ranked Proponent, terminate the process, or pursue other alternatives relating to the Project or exercise such other rights as they deem appropriate).
- Cancel the procurement process, in whole or in part, at any time prior to the execution of the Concession Agreement, without incurring any obligations or liabilities.
- Issue a new request for proposals after withdrawal of this RFP.
- Reject any submittals and responses received at any time.
- Modify any or all dates set or proposed in this RFP.
- Terminate evaluations of responses received at any time.
- Prohibit any Proponent from submitting a response to this RFP based on failure to comply with any applicable requirement.
- Issue Addenda, supplements and modifications to the RFP.
- Require confirmation of information furnished by a Proponent, require additional information from a Proponent concerning its Proposal or concerning any other information provided by such Proponent or require additional evidence of qualifications to undertake the Project and perform the work described in this RFP.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

- Add or delete Proponent responsibilities from the information contained in the RFP or any subsequent procurement process documents.
- Negotiate with any party without being bound by any provision in its response.
- Waive deficiencies in any Proposal or other response to this RFP or permit clarifications or supplements to any such Proposal or different response.
- Add to or eliminate any aspect or component of the Project.
- Modify the Project described in this RFP and any other related documents.
- Incorporate Proponent's response to this RFP as part of the Concession Agreement or any other formal agreement negotiated with a Selected Proponent; or
- Exercise any other right reserved or afforded to the Department under the DNER Enabling Act, the DNER Regulation, this RFP or any other related documents.

This RFP does not commit the Department to enter into a contract or proceed with the Project as described herein. The Department assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, or in considering or making any submission. All costs shall be borne solely by each Proponent, whether or not such Proponent ultimately submits a Proposal.

In no event shall the Department be bound by, or liable for, any obligations with respect to the Concession Agreement until such time (if at all) as the Concession Agreement, in form and substance satisfactory to the Department, Financial Oversight and Management Board for Puerto Rico (“**FOMB**”) and the Governor of Puerto Rico, has been executed and authorized by the Department and then only to the extent set forth therein.

1.4 Limitation of Damages

By submitting a response to this RFP, each Proponent agrees that in no event, and under no circumstances, will the Department or any of their respective directors, officers, employees, advisors, counsel, or representatives be liable for any Claim or any request to reimburse or compensate Proponent, any Team Member, or their respective directors, officers, employees, advisors, counsel or representatives, in any manner whatsoever, including, without limitation, any costs of preparation of a response to this RFP, loss of anticipated profits, loss of opportunity or for any other matter.

Without in any way limiting the above, each Proponent and Team Member of such Proponent specifically agrees that it will have absolutely no Claim against the Department or any of their respective directors, officers, employees, advisors, counsel, or representatives if any such person for any reason whatsoever:

- Does not select any Proponent with whom to negotiate the Concession Agreement, or to undertake the Project.
- Suspends, cancels or in any way modifies the Project or the solicitation process (including modification of the RFP or the scope of the Project).
- Accepts any compliant or non-compliant response.

- Under the terms of this RFP, allows or does not allow a Restricted Party to advise, assist or participate as part of a Proponent or its Team Members; or
- Breaches or fundamentally breaches a contract or legal duty of the Department, whether express or implied.

Each Proponent and each Team Member submitting a Proposal affirmatively waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Proponent is not selected to undertake the Project for any reason whatsoever.

1.5 Judicial Review

Any Proponent adversely affected by a decision made by the Department in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Secretary of the Department in accordance with Act No. 38-2017, as amended, known as the *Uniform Administrative Procedure Act* (“**Act 38**”), and the Department’s regulations. A request for reconsideration or other petition for review that fails to comply with Applicable Laws may be dismissed or denied without further consideration.

Judicial review of the determinations made by the Department as to a request for reconsideration will be governed by Act 38.

2 DEFINITIONS:

“**Act 38**” has the meaning set forth in Section 1.5 hereof.

“**Applicable Law(s)**” means any federal or local law, statute, ordinance, code, rule, or regulation, as well as any order, writ, injunction, decree, ruling, determination, award, permit or variance of any federal or local governmental body, in effect now or as it may become applicable in the future, or any binding agreement with any federal or local governmental body, including technical standards, codes and specifications, which apply to the services requested in this RFP.

“**Authorized Visitor Services**” has the meaning set forth in Section 3.2 hereof.

“**Cave Park**” has the meaning set forth in Section 1.2 hereof.

“**Claim**” means a demand, liability, damage, loss, suit, action or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“**Concession Agreement**” means the agreement to be executed by and between the DNER and the Selected Proponent for the management, operation and maintenance of the Cave Park.

“**Department**” or “**DNER**” has the meaning set forth in Section 1.1 hereof.

“**DNER Enabling Act**” has the meaning set forth in Section 1.1 hereof.

“**DNER Regulation**” has the meaning set forth in Section 1.1 hereof.

“Evaluation Committee” refers to a committee composed of five (5) members designated by the Secretary of the Department pursuant to the DNER Regulation, which will evaluate all complete Proposals. . The Committee will receive, review, and evaluate the proposals, and will submit recommendations in writing to the Secretary within the established regulatory term. The members of the Committee may not be related to the proponents up to the fifth degree by consanguinity or affinity. In the event that any member of the Committee has some degree of kinship, consanguinity or affinity with the proponents, he or she must withdraw from the evaluation and voting process.

“Government” has the meaning set forth in Section 1.1 hereof.

“FOMB” has the meaning set forth in Section 1.3 hereof.

“Key Personnel” has the meaning set forth in Section 4.2 hereof.

“Local Parties” means local subcontractors or professionals and relevant service providers who are based in or have a significant ongoing business presence in Puerto Rico.

“Project” has the meaning set forth in Section 1.2 hereof.

“Proponent” or **“Respondent”** means a natural person, legal person, joint venture, partnership, consortium of individuals, partnerships or companies, or other entities that submit a response to this RFP.

“Proposal” means a formal offer submitted by a Proponent or Respondent in response to this RFP.

“Provided Information” has the meaning set forth in Section 1.3 hereof.

“Qualified Personnel” has the meaning set forth in Section 3.2 hereof.

“Required Visitor Services” has the meaning set forth in Section 3.2 hereof.

“RFP” has the meaning set forth in Section 1.1 hereof.

“Selected Proponent” means a Proponent or Respondent awarded a Concession Agreement pursuant to this RFP.

“Team Member” means a member of a Respondent or Proponent. Team Members should be identified in Respondents’ Proposals and not be changed without the prior consent of the Department.

3 PROJECT DESCRIPTION

3.1 Cave Park Overview

The Camuy River Caverns is a cave system between Camuy, Hatillo and Lares. The caverns are part of a large network of natural limestone caves and underground waterways carved out by one of the largest underground rivers in the world, the Camuy River.

The Cave Park is a recreational facility built by the Puerto Rico Land Administration within the Camuy River Caverns. Its main purpose is to provide a place for passive recreation, tourism, education, and scientific research. The Cave Park was developed to foster education, awareness, and protection of the environment. It is currently administered by the DNER's National Parks Program, which manages and develops Puerto Rico's parks to offer recreational services to residents and visitors. In addition, the program promotes cultural and educational activities focused on environmental conservation.

The Cave Park is one of the most emblematic natural assets of Puerto Rico. It has great environmental, educational and tourism potential but has fallen into considerable disrepair. Although the river, caverns, and the environmental, historical and scientific value of the Cave Park are of great importance for Puerto Rico, its physical state has been deteriorating. The infrastructure of the caverns has suffered substantially throughout the years, exacerbated further by the recent natural disasters that have affected the area.

The facilities of the Cave Park have also suffered from a significant and consistent lack of repair and maintenance. Many of the services the Cave Park once offered to the public are currently not available until infrastructure conditions are improved. The current state of the Cave Park has reduced the number of visitors that it can host in any given year, affecting revenue sources and thus reducing its economic, tourist and scientific impact.

In the last decade, Cave Park generated, on average, \$1 million each year. Nevertheless, its substantial operating expenses have resulted in continuous deficits. These expenses are mostly attributed to employee wages and benefits and operations and maintenance expenses. Cave Park's infrastructure was heavily affected by Hurricane Maria.

The Cave Park's economic impact is not limited to the surrounding areas. Its importance stretches to all of Puerto Rico and beyond. The Cave Park is considered a major tourist attraction, both for Island residents and visitors. The municipalities of Camuy, Hatillo, and Lares directly benefit from the economic impact of the Cave Park, and many of its neighboring communities depend on its continuous operation to maintain their businesses. As one of the most important cave systems in the world, the Cave Park's international recognition and standing are not to be underestimated.

3.2 Scope of Project

The Department is seeking to select a qualified party to undertake the management, operation and maintenance of the Cave Park. This RFP seeks Proposals that enhance the Cave Park's current public offering to meet the goals and objectives of the Project. The Selected Proponent shall engage in management and operation practices that:

- Promote the safety and well-being of residents and visitors.
- Maximize revenue opportunities for the Cave Park and increase visitor footprint.
- Protect the natural and cultural resources of the Cave Park.
- Establish clear performance milestones and expectations to improve visitor experience.
- Cooperate with the Department and applicable federal entities to improve the Cave Park's

infrastructure.

- Identify and effectively respond to management and maintenance deficiencies throughout the course of the Project.
- Increase and enhance the services and activities available for Cave Park visitors.
- Apply, increase and manage federal funds and/or grants for the Park with the authorization of the Department.
- Operate the Cave Park in a manner consistent with industry standards and Applicable Law; and
- Foster linkages and activities between the Cave Park and its neighboring communities and municipalities.

In addition, all Proposals submitted to the Department must specifically consider and address the following:

A. Cave Park Operations

The Selected Proponent will be responsible for managing the day-to-day operations of the Cave Park, including but not limited to, park admissions, operation of Cave Park amenities, food, merchandise and service offerings, guided visits, tours and excursions, parking and other transportation facilities, and camping grounds.

Proposals must include detailed operational plans that: (i) facilitate visitor admissions by providing both physical and electronic means for the purchase of Cave Park tickets, (ii) reduce visitor wait time, (iii) improve visitor parking and access to the Cave Park facilities, (iv) provide in-park visitor assistance, (v) improve the operation of all Cave Park amenities, (vi) rehabilitate and operate all Cave Park amenities that are currently inoperative and propose new park amenities, (vii) promote cultural, educational, environmental and conservation activities for all age groups, (viii) provide special after hour services and activities, (ix) include interactive guided tours through in person and electronic means, (ix) provide food, beverage and park merchandise offerings, and (x) include any additional proposals that improve the Cave Park's operations, demonstrably increase visitor footprint and protect and conserve the Cave Park's natural and cultural resources.

B. Facility Maintenance

The Selected Proponent will also be responsible for the regular upkeep, repairs and maintenance of the Cave Park facilities. Day-to-day maintenance includes, but is not limited to, repairs and replacements of equipment that is inoperable due to damage or normal wear, maintaining the cleanliness of the facilities, ensuring adequate visitor access to the Cave Park, picking up all trash in the facilities, cleaning and attending to visitor restrooms and rest areas, and conserving and maintaining all green and protected areas within the Cave Park.

Proposals must include detailed maintenance plans that effectively address and demonstrate an improvement in the day-to-day upkeep and maintenance of the Cave Park throughout the Project.

Proposal must demonstrate that Proponents have the capability to maintain the Cave Park in optimal conditions.

C. **Personnel**

The Selected Proponent will provide the personnel and staff needed to operate and maintain the Cave Park. Such personnel must have knowledge, experience and training in park operations, conservation, environmental studies, tourism or park facility management and maintenance (collectively, the “**Qualified Personnel**”).

Proposals must demonstrate that Proponents are able to deploy the Qualified Personnel needed to operate and maintain the Cave Park in accordance with their proposed operational and maintenance plans. Proposals must also provide a breakdown of the staff members for the Project, their areas of expertise, and their proposed roles in connection with the Project. Proposals may also include volunteer and educational program initiatives for volunteers and students to actively participate in the conservation, protection and study of the Cave Park.

D. **Required and Authorized Visitor Services**

The Selected Proponent will be required to provide the following visitor services (collectively, the “**Required Visitor Services**”):

- Visitor group tours.
- Theater and Exhibition Hall content and presentations.
- Visitor maps.
- Visitor audio tours.
- Food, beverage and merchandise offerings (Please refer to the subsection below for additional details).
- Camping amenities.
- Cultural and educational activities program.
- Environmental and Conservation educational program.
- Environmental Interpretation Program.
- Children’s Park facilities.

The Selected Proponent may also provide at least the following visitor services (collectively, the “**Authorized Visitor Services**”):

- Interpretative guided tours.
- Private and group activities.
- Guided hiking tours.
- Visitor transportation services.

Proposals must detail the Required Visitor Services and Authorized Visitor Services the Proponent expects to provide as part of the Project, including but not limited to expected costs, required personnel, and proposed initiatives and strategies.

E. **Food, Beverage & Merchandise Offerings**

It is expected that the Selected Proponent will provide food, beverage and merchandise offerings to Cave Park visitors. In order to do so, the Selected Proponent will have to rehabilitate and reopen the cafeteria and picnic areas of the Cave Park and the souvenir shop, which are currently inoperative. The Selected Proponent may engage third-parties to provide these offerings during the term of the Project. Proposals must identify the third-parties, if any, that the Proponent expects to engage to provide these services and include the scope and costs related to their engagement.

F. **Recreational/Cultural Activities**

The Selected Proponent must develop and coordinate recreational and cultural activities for visitors. The Selected Proponent must ensure culturally and environmentally competent programming in the Cave Park and cultural and environmental competence among staff. These activities must be age-appropriate and consider the needs and interests of visitors.

G. **Environmental Conservation and Compliance**

Proposals must include strategies to protect and conserve the Cave Park's natural resources and comply with all Applicable Laws. The Department will be tasked with overseeing the Selected Proponent's performance and environmental compliance throughout the term of the Project.

3.3 Contract Term

The term of the Concession Agreement that will be awarded as part of this RFP process will commence upon the Department's execution of the Concession Agreement and will extend for five (5) years, which may be subsequently extended at the Department's discretion, for 10 additional years. The Department reserves the right to re-bid the Project after the completion of the 5-year period or in the case of a breach of contract by the Selected Proponent, as provided in the Concession Agreement.

3.4 Compensation Structure

Under the Concession Agreement, the Selected Proponent will acquire the right to manage, operate and maintain the Cave Park during the term of the Project in exchange for a management fee to be included by the Respondents in their respective Proposals and ultimately agreed upon by the parties to the Concession Agreement. The Concession Agreement may also include an additional incentive fee for the Selected Proponent based on actual increases in visitor footprint to the Cave Park during the term of the Project.

3.5 Federal Assistance

The Selected Proponent is expected to also cooperate with the Department in connection with the execution of capital improvement projects within the Cave Park that may be financed with either local, federal, or private funding. Proposals must indicate Proponents' expertise and experience

deploying and managing projects paid with federal funds and, if so, list such expertise and/or past experience.

4 PROPOSAL FORMAT

Respondents' Proposals must include and be formatted as follows:

4.1 Cover Letter and Table of Contents

Proposals shall include a one-page cover letter describing the Proponent's interest and commitment to the Project, which shall include a certification that the information submitted, and the Proposal are true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent. The Cover Letter must identify the designated contact person for the engagement and provide a table of contents that identifies the location of all material within the Proposal by section and page number.

4.2 Key Personnel

Proposals must include a list of the names, resumés and relevant experience of the Key Personnel, Team Members and/or proposed management team who will be leading and participating in the Project and give a brief description of each's experience and the specific roles they will each undertake as part of the Project. The term "**Key Personnel**" refers to all persons who will have supervisory roles concerning the performance of the actual services or a substantial portion of them. Resumés can be attached as an appendix to the Proposal and will not count toward the page limit of the Proposal. Proposals must also include Team Members' qualifications and identify which Team Members will be the Department's direct contact.

If more than one entity is responding to this RFP, as a team, the Proposal must state the type of arrangement between the entities, the names and addresses of all entities, and the percentage of work to be performed by each. In addition, the Proposal must identify any sub-consultants and Local Parties incorporated into the team and explain their expertise, expected role and value to the engagement.

Proposals must specify the primary contact person for the Respondent (including name, title, location, telephone number, and e-mail address).

4.3 Memorandum

Proposals shall include a memorandum detailing the following items:

- a. Detailed description of the proposed activity including, but not limited to, a detailed account of the activities to be carried out, and the location of the area to be impacted.
- b. Specific location, with expression of capacity (in square meters) and details of all

- c. proposed improvements (sidewalks, bathrooms, booths, etc.) for the Cave Park.
- c. Description of all signs that the Proponent would post in the Cave Park, including size and content, including those signs that will inform about operating hours and rules of conduct.
- d. Detailed description of all materials that will be used to improve and/or repair the Cave Park. The use of cement and/or cement derivatives is not acceptable. Proponent shall provide a copy of the architectural plans for all proposed improvement and/or repair.
- e. A breakdown of the approximate capital investment
- f. A breakdown of all jobs positions, including number of available positions and job description.
- g. Cost of services.
- h. Description of previous experiences of the Proponent, related to the requested Concession.
- i. Operational hours
- j. Available equipment
- k. Rates per person or groups

4.4 Qualifications, Experience and Capacity

Proposals must provide a description and history of the Proponent and any sub-contractors, focusing on previous experience in providing services similar to those requested in this RFP.

Proponents must demonstrate that they possess the capability and experience to undertake the Project successfully. Proponents must show effective and substantive experience in providing similar services under consideration.

Please list the Proponent's certifications and accreditations in connection with the administration, maintenance, and operation of park facilities.

The proponent must demonstrate commitment and effectiveness in compliance with best practices and industry standards in providing the services contemplated as part of the Project. Proponent must disclose any prior disbarment or prohibition to conduct business in any jurisdiction of the United States.

The Department may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, the anticipated ability to perform the services required in this RFP, and the responsiveness of the Proponent to the client during such previous engagement. Please provide the names, physical addresses, email addresses, and contact information of at least three (3) references for the prime Proponent and two (2) references for any partners or sub-contractors.

Proposals must include a summary of the Respondent's technical expertise that describes the Respondent's unique capabilities. This narrative should highlight the Respondent's ability to implement the Project as requested in this RFP.

4.5 Approach and Methodology

Respondent must describe its understanding of the scope of the services required for the Project and any refinements it believes are warranted. Proposals must provide a description of Respondent's approach to the Project and the services requested through this RFP, including project management, maintenance and quality control procedures. Proposals must also highlight any innovative ideas Respondent may have to maximize revenues, increase visitor footprint and improve the overall operation and maintenance of the Cave Park.

Respondent must indicate why the proposed approach is appropriate and suited for the Project's necessities. Proposals must explain how the Respondent will achieve the goals, objectives, tasks, and/or deliverables outlined in this RFP. Proposals must specifically address how the Respondent proposes to effectively perform for the Department all tasks included in the scope of services and how the Respondent intends to cohesively deliver such services in an effective manner. Respondent must submit a preliminary work plan for the Project.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations of similar size and complexity to the Cave Park and/or the magnitude of the Project. The examples should contain enough information for the evaluators to ascertain the success of the projects accomplished by the Respondent.

This section must include an acknowledgement that, if selected, the Respondent has the ability to respond with the necessary Qualified Personnel to execute and perform the Project.

4.6 Financial Soundness and Stability

Proponents are required to demonstrate financial capability and soundness to conduct operations and provide the expected quality of the services contemplated in this RFP for the Project. Evidence of said financial soundness must be submitted, including, at a minimum, audited financial statements for the most recent five (5) fiscal years. Proponents must disclose any foreseeable strategic transaction, contingency or litigation (whether asserted or threatened) that may impair a Proponent's ability to execute the Project during the required term.

4.7 Commitment to Complying with all Applicable Laws

Respondents shall explain their adherence and compliance with all Applicable Laws. Respondents shall indicate what team characteristics set them apart in terms of commitment to complying with all applicable laws and requirements. Respondents shall also indicate the specific trainings and expertise that the team has and that reinforce the team's commitment to compliance, specifically environmental compliance.

4.8 Local Parties

The Department and the Government have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Respondents shall explain how Local Party(ies) will add value to the team and their expected roles. Respondents shall also identify Key Personnel from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction as part of the Project.

4.9 Additional Certifications and Representations

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Selected Proponent shall obtain before execution of the Concession Agreement and deliver to the Department, as applicable, the certifications listed in Appendix I hereof.

The Selected Proponent shall, upon execution of a contract, submit all documents listed in Appendix I hereof. currently issued issued within thirty (30) days from the date the Selected Proponent executes the Concession Agreement with the Department.

The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the Concession Agreement. Any disputes must be resolved accordingly. The exclusive venue shall be the courts of Puerto Rico.

The Selected Proponent shall expressly acknowledge in the Proposal that the above certifications constitute an essential condition for entering into a contractual relation with the Department and that, if the certifications are found to be intentionally misleading, altered, forged, the Concession Agreement shall be null and void.

4.10 Operational Plan

Proposals must include detailed operational plans that: (i) facilitate visitor admissions by providing both physical and electronic means for the purchase of Cave Park tickets, (ii) reduce visitor wait time, (iii) improve visitor parking and access to the Cave Park facilities, (iv) provide in-park visitor assistance, (v) improve the operation of all Cave Park amenities, (vi) rehabilitate and operate all Cave Park amenities that are currently inoperative and propose new park amenities, (vii) promote cultural, educational, environmental and conservation activities for all age groups, (viii) provide special after hour services and activities, (ix) include interactive guided tours through in person and electronic means, (x) provide food, beverage and park merchandise offerings, and (xi) include any additional proposals that improve the Cave Park's operations, demonstrably increase visitor footprint and protect and conserve the Cave Park's natural and cultural resources.

4.11 Emergency Management Plan

Proposals must include a detailed emergency management plan that: (i) provide specific instructions and details for each aspect of the plan (prevention, preparedness, response, recovery, and mitigation), (ii) outline the role and responsibilities of the emergency management and response teams, as well as potential authorities (iii) outline the specific resource requirements determined through the development of the plan and assessment of potential risks and threats (iv) financial, resource, and support requirements, as well as how Proponent will access all those

requirements in an actual emergency (v) outline the procedure and schedule for plan evaluation and review.

4.12 Security Service Plan

Proposals shall include a detailed master security plan with long-term strategy that entails all the aspects of security operations in the Cave Park. The Security Plan must include: (i) an assessment of the security risks, (ii) a description of the measures that will be taken to minimize those risks; (iii) a description of the procedures that will be followed to respond to security incidents; and (iv) a description of the procedures that will be followed to report security incidents.

4.13 Waste Disposal and Recycling Plan

Proposals must include a detailed waste disposal and recycling plan that includes: (i) a description of the waste types predicted to be produced over the Cave Park, such as hazardous or controlled waste. (ii) an estimate of the volume of waste produced over the Cave Park (iii) the waste management method for each waste type, from how the waste will be responsibly stored to whether waste will be reused, recycled, recovered or disposed of. Collection bins should be placed where they are most convenient and close to where the recyclables are generated, such as near picnic areas and near vendors. The waste disposal and recycling plan should identify these locations.

4.14 Application for Concession

All proponents must fill out the application form prepared by the DNER in all its parts. In said form, the proponent must include proponent's full name, telephone number, postal and residential address; or that of the directors or partners, in the case of a corporation or partnership or non-governmental organization.

4.15 Most Favorable Terms

All Proposals shall be initially submitted with the most favorable terms that the Proponents can propose. The Department may not provide further opportunities to Proponents to refine the Proposals. The Department reserves the right to contact a Proponent for clarification of its Proposal and to request a more favorable definitive offer.

The terms of the selected Proposal may be incorporated, in whole or in part, into the Concession Agreement. The Department shall award the Concession Agreement to the Proponent that submits the most advantageous Proposal found to be technically sufficient and acceptable. The acceptance of a particular Proposal by the Department does not imply that every element of such Proposal has been accepted. The Proposal will become a part of the official procurement file on this matter, but it will not obligate the Department.

5 PROPOSAL SUBMISSION

5.1 Submission Requirements

Proposals must be submitted no later than October 16th, 2023 at 4:30p.m. Atlantic Standard Time. Responses to the RFP that are submitted after the prescribed deadline will not be accepted or reviewed. Proposals must include any required attachments.

Respondents shall submit their Proposals delivered in paper format to the Department's Office of the Clerk in San Juan, Puerto Rico, Floor 1st and to the attention of:

Office of the Secretary of the
Puerto Rico Department of Natural and Environmental Resources
RFP#2023-0901-PN
Attention: Evaluation Committee

Paper documents submitted in original should be in a binder and must be duly marked with the title of this RFP and must have five (5) additional copies. All Respondents must submit a redacted copy of their Proposals as required in Section 6.7.

Please refrain from submitting general marketing materials that do not explicitly respond to the content and questions contained in this RFP. The Department will not receive any incomplete proposal.

5.2 Prohibited Communications, Expenses, and Rejections

Except for questions on or before the date indicated in Section 5.3 of this RFP, communications with other representatives of the Department or the Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communication restrictions will result in the rejection of the Respondent's Proposal.

Neither the Department or the Government will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral interviews or for the disclosure of any information or materials received in connection with this RFP.

The Department and/or the Government reserve the right to reject any and all Proposals received in response to this RFP, when determined to be in the Government's best interest, and to waive minor noncompliance in a Proposal. The Department and/or the Government further reserve the right to make such investigations as they deem necessary as to the qualifications or perceived conflicts of interest of any and all parties submitting Proposals in response to this RFP. The mere

appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. In the event that any or all Proposals are rejected, the Department and/or the Government reserve the right to re-solicit Proposals.

5.3 Questions

Any questions regarding this RFP or the evaluation of Proposals must be submitted on or before September 15th, 2023 in writing via electronic mail to the following address: propuestas@drna.pr.gov

Responses will be distributed by email to all proponents on the Department’s record as having received a copy of this RFP by close of business on September 22nd. 2023. In each case, the Department will determine whether a response is appropriate or necessary.

5.3 Local Participation

The Department encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico (the “Local Parties”) as Team Members and Key Personnel to the greatest extent possible.

Respondents are strongly encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties.

5.4 RFP Timeline

Target Date	Event
September 1, 2023	Issuance of Public Announcement
September 11, 2023	Compulsory Visit to the Cave Park
Septemeber 15, 2023	Last Day to Submit Questions 5:00 p.m. AST
September 22, 2023	Issuance of Answers to Questions 5:00 p.m. AST
October 2, 2023	Information Session
October 16, 2023	Proposal Submission Deadline 4:00 p.m. AST
November 3, 2023	Final Interviews (if applicable)
November 17th, 2023	Target Date for Proponent Selection

Please note that the RFP timeline includes target dates that may change. It is the responsibility of Respondents to periodically review the Department’s website for regular updates to the RFP timeline and other important information.

5.5 Revisions to the RFP

The Department may issue addenda in the event it becomes necessary to revise any part of this RFP. Additionally, the published questions and answers and any other pertinent information shall be provided as addenda to the RFP.

5.6 Due Diligence

Prior to submitting a Proposal, Proponents shall make all the investigations and examinations necessary to ascertain the conditions and requirements affecting the provision of the requested services. Failure to make such investigations and examinations shall not exonerate Proponents from the obligation to fully comply with all such conditions and requirements, nor shall it be a basis, in the event a Proponent becomes the Selected Proponent, for any claim whatsoever for relief from compliance with any provision under the contract to be executed pursuant to this RFP.

A Proponent's failure to comply with the Applicable Laws due to negligence, error or any other cause such that it affects the provision of the services requested shall not be cause for relief from responsibility.

5.7 No Obligation to Contract

This RFP does not oblige the Department or the Government to execute the Concession Agreement.

6 EVALUATION AND SELECTION

6.1 Evaluation Criteria

Complete Proposals will be preliminarily scored based upon the criteria listed below:

Personnel	5%
Availability of Resources and Services	15%
Qualifications, Experience and Capacity	25%
Approach and Methodology	10%
Interviews	5%
Compensation Structure	5%
Operational and Maintenance Plans	10%
Financial Soundness	25%
Total	100%

The Evaluation Committee will examine all Proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents may be rejected at the Evaluation Committee's sole discretion.

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed above in this section up to the maximum points.

The Evaluation Committee may request further clarification to assist in gaining additional understanding of a Proposal. A response to a clarification request must clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

6.2 Final Interviews

The Evaluation Committee reserves the right, at its sole discretion, to invite qualified Respondents to a final interview with the Evaluation Committee. If the Evaluation Committee elects to conduct such interviews, each qualified Respondent will be required to give a strictly timed 30-minute presentation. This presentation must highlight Respondent's expertise and experience in similar projects and clearly explain the Respondent's approach and team composition. The Evaluation Committee may alter the score of a qualified Respondent's Proposal based on this presentation and interview. Respondents are responsible for all costs and expenses incurred to attend such interview.

6.3 Direct Negotiations

The Department may select one or more Proponents to be invited to one or more meetings to begin

the negotiations of the Concession Agreement. The purpose of such meetings will be to clarify any doubts as to the requirements of the RFP and confirm that the terms of the Concession Agreement are understood by the Proponent so as to ensure compliance with its specifications. No statement made or action taken by the Department during these discussions or negotiations shall bind the Department in any manner. After each interview or meeting with any Proponent, the Evaluation Committee may require the Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting. The Department will keep confidential all such discussions and negotiations. Prior to the award of the RFP, information related to a Proposal, or its evaluation will not be discussed with anyone other than the Proponent that submitted it and the personnel involved in the evaluation and selection process. Confidentiality warranties are subject to the conditions described in Section 6.7 below. The execution of a Concession Agreement that emerges from the negotiations will be subject to final approval by the Department.

6.4 Selection

Following completion of the evaluation process, the Evaluation Committee will meet to discuss its report and recommendation and choose the Selected Proponent. The Evaluation Committee's decision is final. The Department will notify the Selected Proponent and the parties will proceed to negotiate a Concession Agreement, subject to compliance with all Applicable Laws.

6.5 Respondent Requirements

6.5.1 Required General Qualifications of Respondent

Respondents to this RFP shall provide information in their Proposals that demonstrates the following general qualifications:

- Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial statements for the past 5 years or equivalent financial records must be included in the Proposal.
- Respondent is able to comply with an accelerated delivery or performance schedule.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Neither Respondent nor any person or entity associated who is partnering with Respondent has been the subject of any adverse findings that would prevent the Department from selecting Respondent. Such adverse findings include, but are not limited to, the following:
 - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from a state Inspector General.
 - Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in Puerto Rico or another state.
 - Pending litigation with the Government of Puerto Rico, or any other U.S. jurisdiction.

- Defaults under any Federal or Puerto Rico-sponsored program.
- Past or pending voluntary or involuntary bankruptcy proceeding.
- Conviction for fraud, bribery or grand larceny.

6.5.2 Requirement of Legal Entities

Respondents that are U.S. or Puerto Rico corporations, partnerships, or any other legal entity shall be properly registered or capable of being registered to do business in Puerto Rico and the U.S. at the time of the submission of their Proposals and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

6.6 Performance Bond and Other Obligations of Selected Proponent

The Selected Proponent may be required to provide a performance bond prior to the effective date of the Concession Agreement. The performance bond may be in the form of a surety bond from a company qualified to do business in Puerto Rico. More information regarding bond requirements will be provided during the contract negotiation phase.

Furthermore, the Selected Proponent shall:

1. Work with the Department and any other personnel on all matters that may arise in connection with the engagement as per the terms of this RFP and the contract to be executed between the parties.
2. Assume sole responsibility for the complete effort required to provide the services.
3. Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the Department.
4. Comply with applicable federal, state, and foreign laws and regulations governing projects initiated or supported by the Government.
5. Comply with all reporting requirements set forth in the Concession Agreement so that the Department is in a position to ascertain that all procedures and safeguards for the inmates' well-being are being correctly implemented.

6.7 Confidentiality of Responses & Proprietary Information

Upon completion of the RFP process, the Department will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing and proprietary or privileged information of the Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Respondents. All Respondents are required to submit a redacted copy of their

Proposal. The Department reserves the right to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Respondent, the Department will assume that the original copy of the Proposal can be made public.

Proposals containing substantial contents marked as confidential or proprietary may be rejected by the Department. Provision of any information marked as confidential or proprietary shall not prevent the Department from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

Furthermore, by responding to this RFP, Respondents acknowledge and agree that the Department will not be responsible or liable in any way for any losses that the proponent may suffer from the disclosure of information or materials to third parties. It is the responsibility of the Respondent, as the real party in interest, to object any disclosure and defend any action that may be necessary to protect its confidential information.

6.8 Conflicts of Interest

Respondents shall be responsible for reviewing any applicable Department ethics guidelines, as well as other applicable ethics laws and regulations, including Act No. 2-2018, known as the *Anticorruption Code for a New Puerto Rico*.

Respondents are required to provide a list of any other current or former contracts it has/had with any governmental entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government. Furthermore, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving Respondent or a team member that are related to work executed in or on behalf of the Government and/or its instrumentalities. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

At any point in the RFP process, the Department may request information on any perceived conflict of interests. Also, the Department may in the future request a list of direct or indirect relationships the Respondent or its team members have to officials at the Department or in other Government entities.

In the event of real or apparent conflicts of interest, the Department reserves the right, in the Government's best interest and in its sole discretion, to reject a Proposal outright or to impose additional conditions upon Respondents. The Department reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to the Department's satisfaction.

6.9 Insurance

Respondents shall be aware that the Concession Agreement will require a Commercial General Liability Insurance Policy with a Certificate of Liability Insurance. The Department and the Government of Puerto Rico have to be included as an "additional insured". An endorsement and "hold and harmless clauses in favor of the Department and the Government of Puerto Rico" will also be required.

7 DISCLOSURES

7.1 Rejection of Proposals; Cancellation of RFP; Waiver Informalities and Withdrawal Proposal

Issuance of this RFP does not constitute a commitment by the Department to award the Concession Agreement. The Department reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Department or the Government.

This RFP may be cancelled by the Department for convenience, including for lack of funds or, if in the Department's sole discretion, none of the Proposals meet its requirements or fulfill its project management needs.

The Department, in its sole discretion, may reject any Proposal that does not meet the requirements of this RFP or that is not in compliance with any applicable local, State or Federal laws, rules or regulations. The Department reserves the right to waive any informalities and/or irregularities in a Proposal if it deems that doing so is in the best interest of the Department or the Government.

A Respondent may withdraw a Proposal at any time up to the date and time the contract is awarded. The withdrawal must be submitted in writing and directed to the contact person designated in Section 5.1 of this RFP.

7.2 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the Department. Selection or rejection of a Proposal does not affect this provision.

7.3 Cost of Preparing Proposals

All costs associated with the response to this Proposal are the sole responsibility of the Respondent.

7.4 Errors and Omissions in Proposal

The Department reserves the right to reject a Proposal that contains an error or omission. The Department also reserves the right to request the correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents.

[Remainder of page is intentionally left blank]

Attachments and Appendices

1. Appendix I – List of Required Certifications

Appendix I

List of Required Certifications

1. A certification of filing of income tax return for the past five (5) years (Model SC 6088), issued by the Internal Revenue Area of the Puerto Rico Department of Treasury (“PRDT”).
2. A no taxes debt due certificate, or payment plan and compliance therewith, issued by the PRDT (Model SC 6096). If the Selected Proponent is a foreign corporation with no previous business operations in Puerto Rico, a no taxes debt due certification affidavit.
3. A certificate of no debt, or payment plan and compliance therewith, with respect to property real and mobile property taxes issued by the Municipal Revenue Collection Center (“CRIM”, by its Spanish acronym).
4. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workers compensation) and chauffeur’s social security, as applicable, issued by the Puerto Rico Department of Labor and Human Resources.
5. A certificate of no debt, or payment plan and compliance therewith, for municipal license taxes in the jurisdiction where the Proponent has its central operations.
6. Worker’s Compensation Insurance policy issued by the State Insurance Fund.
7. Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
8. If the Selected Proponent is a corporation organized under the laws of Puerto Rico, a certificate of compliance with Puerto Rico’s General Law of Corporations from the Puerto Rico State Department (“Good Standing”). If the Selected Proponent is a foreign corporation, a Corporate Good Standing Certificate from the Puerto Rico State Department. At the request of the Department, the Selected Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
9. The Selected Proponent may include with the Proposal a valid and effective certification evidencing its registration in the *Exclusive Registry of Bidders* of the Puerto Rico General Services Administration and its eligibility to contract with the Government. Presentation of the certification, if valid and effective, shall constitute sufficient evidence of compliance with certifications above required under items 1 through 8.
10. If available or applicable, a certificate of tax withholding waiver issued by the Internal Revenue Area of the PRDT.
11. A certificate of compliance with the Puerto Rico Child Support Administration’s (“ASUME”, by its Spanish acronym) orders to retain alimentary pension allowances from its employees’ salaries.
12. A resolution from the Selected Proponent’s board of directors or a certification from the partnership authorizing the Selected Proponent’s representative to execute the contract.
13. A Non-Collusion Affidavit.
14. The Selected Proponent shall expressly state its compliance with Act No. 428-2004, which requires government contractors to certify that the Proponent and the

Proponent's officers have not been convicted for any of the offenses mentioned in Act No. 428-2004.

15. In addition to the foregoing warranties and representations, the Selected Proponent shall acknowledge, represent and warrant in the Proposal that no official or employee of the Department, or relatives thereof, would have a direct or indirect economic interest in the Selected Proponent's rights, should it ultimately sign the contract, in accordance with Act No. 2-2018, known as the *Anticorruption Code for a New Puerto Rico*. The Selected Proponent shall also certify in its Proposal that it has obtained a copy, read, understood, and is committed to comply with Act No. 2-2018 and Act No. 1-2012, as amended, known as the *Act of Governmental Ethics of Puerto Rico of 2011*.
16. Copy of the Certificate of Incorporation or Deed of Constitution of Partnership Environmental Assessment
17. A certificate of no debt, issued by the DNER.
18. Copy of a Commercial General Liability Insurance Policy with a Certificate of Liability Insurance. The Department and the Government of Puerto Rico have to be included as an "additional insured". An endorsement and "hold and harmless clauses in favor of the Department and the Government of Puerto Rico" will also be required.