



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

REQUEST FOR PROPOSALS

THIRD-PARTY MANAGER FOR INDUSTRIAL AND COMMERCIAL PROPERTIES CURRENTLY OWNED AND MANAGED BY PRIDCO

[RFP FY2023-0001]

Issued by:

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

Issue Date:

November 8, 2022

Proposal Due Date:

January 16, 2023, at 11:59 p.m. AST

Submit to:

PRIDCO-Response@pridco.pr.gov



CONTENTS

1.	Definitions.....	4
2.	Introductions.....	7
2.1.	Background	7
2.2.	Intent.....	8
2.3.	Contract Term	9
3.	General Information	9
3.1.	RFP Timeline.....	9
3.2.	Prohibited Communications	10
3.3.	Questions & Request for Clarification.....	10
3.4.	Local participation.....	11
3.5.	Revisions to the RFP (Addenda)	11
3.6.	No Obligation to Contract	11
3.7.	Proposal Submissions and Withdrawal.....	11
4.	Scope of Services	12
4.1.	Transition Plan	12
4.2.	Asset Management	13
4.3.	Tenant Management	14
4.4.	Property Management.....	15
4.5.	Accounting, Financial Reporting, and Information Technology.....	16
4.6.	Divestment of Property.....	17
5.	Evaluation and Selection.....	18
5.1.	Evaluation Criteria.....	18
5.2.	Short-listed Interview	20
5.3.	Direct Negotiations	20
5.4.	Selection.....	21
6.	Proponent Requirements	21



6.1.	Requirement of Legal Entities.....	21
6.2.	Required General Qualifications of Proponent.....	21
6.3.	Insurance Requirements	22
7.	Proposal Requirements.....	23
7.1.	Cover Letter and Table of Contents	23
7.2.	Experience and Capacity	24
7.3.	Approach and Methodology	25
7.4.	Cost/Price Proposal.....	25
7.5.	Commitment to Complying with all Applicable Laws	26
7.6.	Additional Certifications and Representations	26
8.	Additional information.....	28
8.1.	Confidential and Proprietary Information	28
8.2.	Conflicts of Interest.....	28
8.3.	Rejection of Proposals; Cancellation of RFP; and Waiver Informalities	29
8.4.	Ownership of Proposal.....	29
8.5.	Cost of Preparing Proposals	30
8.6.	Errors and Omissions in Proposal	30
8.7.	Review and Reconsideration.....	30
8.8.	Bid Bond or Other Form of Security from the Preferred Proponent	30



1. DEFINITIONS

“Applicable Law” means any law, statute, ordinance, code, rule, or regulation, federal or local, 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.

“Third-Party Manager” means the designated real estate asset and property management company or companies selected pursuant to this RFP.

“Board” means the Board of Directors for the Puerto Rico Industrial Development Company.

“Commonwealth” means the Commonwealth of Puerto Rico.

“CRIM” means the Municipal Revenues Collection Center.

“Definitive Agreements” means the written agreements negotiated and agreed to between the Selected Proponent and PRIDCO as may be required and mutually acceptable.

“Employee” means all personnel who have a proprietary right and tenure in PRIDCO.

“Evaluation Committee” refers to a committee designated by PRIDCO, which will evaluate all complete Proposals pursuant to the criteria listed in this RFP. The Committee shall be composed of at least five (5) members, which shall include: one (1) representative from the organizational component affected by what is requested in the proposals; one (1) representative from the Executive Director; one (1) representative from the Department of Economic Development & Commerce’s Legal Department; one (1) representative from the Governor’s office; and one (1) representative from the Fiscal Agency and Financial Advisory Authority.

“FAS” refers to PRIDCO’s Financial Accounting System, which is used to budget, track, and manage their operations.



“Fiscal Plan” refers to the 2022 PRIDCO Fiscal Plan as certified on May 20, 2022.

“Government” refers to the Government of Puerto Rico, or any Government Entity and/or municipalities.

“Government Entity” refers to any department, agency, board, commission, body, bureau, office, public corporation, or instrumentality of the Executive Branch, whether existing or to be created in the future.

“Key Individuals” means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

“Local Parties” means local subcontractors or professionals (including architects and consulting engineers) and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

“Non-Trusteed Properties” means those Properties owned by PRIDCO that are neither Trusteed Properties nor properties owned by PRIICO. At this time, the Non-Trusteed Properties are believed to represent approximately 159 units (~ 73% occupied)¹ with 4.6 million square feet of space. Before maintenance costs and capital expenditures, the Non-Trusteed Properties were anticipated to generate ~\$16.0 million of gross revenue in FY2023. The proceeds of 27 specified Non-Trusteed Properties (which comprise over eight million square meters of industrial and public lands), if sold, are purportedly collateral under a \$25.0 million (excluding accrued, unpaid interest) note payable to the Government Development Bank – Debt Recovery Authority (the “GDB-DRA”). The GDB-DRA loan is not secured by mortgages over such Non-Trusteed Properties.

“Portfolio” means the inventory of PRIDCO’s Trusteed and Non-Trusteed industrial and commercial-use buildings and lots.

¹ Refer to **Attachment B** for list of Non-Trusteed Properties.



“Preferred Proponent” means a responsive and responsible Proponent whose Proposal meets the requirements of this RFP, was awarded the highest score and will be selected to negotiate a potential contract with PRIDCO.

“PRIDCO” means the Puerto Rico Industrial Development Company.

“PRIICO” means the Puerto Rico Industrial Investment Corporation.

“Properties” means trustee and non-trustee buildings and land owned by PRIDCO.

“Proponent” means a(n) (i) natural person, (ii) legal entity, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.

“Proposal” means a formal offer submitted in response to this RFP.

“Public Interest” means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

“RFP” means this Request for Proposals and addenda issued by PRIDCO.

“Selected Proponent” means the successful proponent to whom the RFP is awarded.

“Team Member” means a current employee or subcontractor acting on behalf of or working for a Proponent. Team Members should be identified in Proponents’ submissions and not be changed without the consent of PRIDCO.

“Trustee Properties” means those properties owned by PRIDCO whose revenues are purportedly pledged to the holders of certain General Purpose Revenue Bonds, Series A and B (collectively, the “Revenue Bonds”), issued under a Trust Indenture, dated as of July 1, 1964, as amended (the “Trust



Indenture”)². At this time, the Trusteed Properties are believed to include approximately 1,339 units with over 18 million square feet of space (~74% occupied).³ Before the costs of maintenance and capital expenditures to ensure the properties remain inhabitable, the Trusteed Properties are anticipated to generate ~\$38.7 million of gross revenue in FY2023.

2. INTRODUCTIONS

2.1. Background

The Puerto Rico Industrial Development Company (“PRIDCO” or the “Company”) was created by Act No. 188 of May 11, 1942, as amended, as a public corporation of the Government of Puerto Rico (the “Government”) dedicated to promoting Puerto Rico as an investment destination for companies and industries worldwide. Since its establishment in 1942, PRIDCO has been a catalyst for Puerto Rico's economic development, leading the transformation from a traditional industrial economy to knowledge-based economy.

PRIDCO is the beneficial owner of a large inventory of industrial properties, with approximately 1,500 units and over 700 lots throughout Puerto Rico (the “Portfolio”). The Portfolio comprises industrial and commercial-use buildings and lots that companies may rent or, in limited cases, purchase. PRIDCO's current real estate portfolio includes ~ 22.8 million square feet of buildings, of which 15.9 million is occupied, 1.8 million is under negotiations/reserved, 1.4 million is vacant, and the remaining 3.6 million is unavailable for rent and needs structural repairs or remediation.

Act No. 141-2018, also known as the Department of Economic Development and Commerce Reorganization Plan Enforcement Act of 2018, mandated the consolidation of PRIDCO's related business development activities and back-office staff functions within the Puerto Rico Department of Economic Development and Commerce (“DDEC”, for its Spanish acronym). In accordance with Act 141-2018 and Act 60-2019, also known as the Puerto Rico Incentives Code, PRIDCO is no longer directly responsible for managing incentive funds and will focus exclusively on its responsibilities as manager of its real estate holdings. As part of that effort, PRIDCO has transferred all business development and back-office employees to DDEC. However, as part of PRIDCO's reorganization, several public employees are

² Pursuant to the Trust Indenture, the term “Trusteed Properties” means: (i) those PRIDCO properties that constituted the Trusteed Properties under the 1958 Trust Indenture on the date of its release, including all machinery and other equipment owned by the Company and located on or used in connection with such properties, (ii) any other properties of the Company, including any such machinery and other equipment owned by the Company and any first mortgages on real property held by the Company as mortgagee or first mortgage bonds, which become “Trusteed Properties” by the terms of the 1964 Trust Indenture, and (iii) all improvements of and additions to the properties referred to in clauses (i) and (ii) of this paragraph which are acquired or constructed by or on behalf of the Company.

³ Refer to **Attachment A** for complete list of Trusteed Properties.



assigned to the management of all the corporation's real estate properties. These personnel have specialized expertise that includes knowledge in engineering, infrastructure maintenance, and marketing strategies and market analysis to make the proper use of the real estate viable. Under the reorganization, PRIDCO remains as an attached entity in consideration of its contribution to economic development. These real estate activities will continue to position us as an asset owner/manager focused on: (i) servicing the needs of tenants; (ii) providing for the long-term capital needs of PRIDCO's properties to maintain occupancy; (iii) developing or re-developing sites to accommodate long-term demand for real estate; and (iv) increasing occupancy, revenue, and surplus—all subject to the overall goal of fostering economic development in Puerto Rico. Such activities are to be oversighted by PRIDCO.

The Financial Oversight and Management Board for Puerto Rico (the "Oversight Board") performed a series of studies and reports related to (i) the level of capital expenditures needed for PRIDCO's real estate portfolio (the "Capex Study"), (ii) the recommended operating model for the management of PRIDCO's real estate portfolio (the "Feasibility Study"), and (iii) a divestment study of non-rentable properties (the "Divestment Study") which are publicly available at:

- **Capex Study:** <https://drive.google.com/file/d/1O65APQxT0Bi6tjb99Xb9PK3Vzm5GSLpw/view>
- **Feasibility Study:**
https://drive.google.com/file/d/1vnxGqrVrLFe_woYQpbYlhO_6BfjKCW5Z/view
- **Divestment Study:**
https://drive.google.com/file/d/1Ka9v_koZZleiTKFMAlgIWaWcfDyzG1C6/view
- **2022 Fiscal Plan for PRIDCO:**
https://drive.google.com/file/d/18XqjsmpPAXUsVkis3FgggtFR7uGoy_l_/view

These studies may be used by Proponents to develop their Proposals. Notably, it is advised that Proponents review and understand the 2022 PRIDCO Fiscal Plan ("Fiscal Plan"). Proponents need to be familiar with the various strategic initiatives and fiscal measures included in the Fiscal Plan and submit a proposal that aligns with it.

2.2. Intent

PRIDCO is issuing this Request for Proposals (the "RFP") in order to engage one or more external asset and property managers (the "Third-Party Manager") to administer and maintain properties currently owned and operated by PRIDCO located in various municipalities across the Island and consisting of



properties occupied and unoccupied by either PRIDCO and its constituents, or through right-of-use agreements to the private sector. In addition, the Third-Party Manager must have the capacity and the knowledge to manage Federal Emergency Management Agency (FEMA) and Community Development Block Grant- Disaster Recovery (CDBG-DR) funded projects in conjunction with PRIDCO's management. The objective is to receive detailed proposals with economic terms and long-term business plans. Award of the RFP will be to the Proponent(s) whose Proposal(s), conform to this RFP and is of PRIDCO's and the Government's best interest. The services requested herein will be rendered under a contractual agreement between the Proponent and PRIDCO. Due to the considerations set forth, the Third-Party Manager will report directly to PRIDCO's Executive Director and/or whomever he expressly designates to the task.

2.3. Contract Term

The contract to be executed as a result of this RFP process shall not be less than 5 years nor exceed 10 years and may include renewal provisions agreed upon with the Third-Party Manager.⁴ PRIDCO reserves the right to re-bid the contract should the Proponent breach the terms of the contract.

3. GENERAL INFORMATION

3.1. RFP Timeline

Listed below are important dates during which actions must be taken or completed (by 11:59pm; Atlantic Standard Time in San Juan, Puerto Rico).

Target Date	Event
November 8, 2022	Issue RFP
November 28, 2022	Deadline for submission of Proponent questions
December 15, 2022	Anticipated date for responses to questions
January 16, 2023	Proposal Submission Deadline
March 15, 2023	Announcement of Selected Proponent(s)

PRIDCO reserves the right to schedule in-person meetings with Proponents as needed to address common questions and ensure all parties are adequately informed of the RFP. PRIDCO reserves the

⁴ Subject to annual budget assignment and approval process.



right, at its sole discretion, to adjust the RFP Timeline as it deems necessary. Proponents will be notified of any date changes via email.

3.2. Prohibited Communications

Except for questions submitted by interested parties on or before the date indicated in this RFP, or as otherwise provided herein, communications with officials, advisors, or related parties of PRIDCO or the Government Parties regarding any matter related to the content of this RFP are prohibited during the submission and selection process. Failure to comply with these communications restrictions will result in **immediate disqualification** of the Proponent and rejection of the Proponent's Proposal.

Proponents will ultimately be required to execute a Non-Collusion Affidavit, included herein as **Attachment G**. Proponents should seek consent from PRIDCO before communicating with other service providers or working together in development of a joint Proposal.

PRIDCO reserves the right to reject any or all Proposals received in response to this RFP, and/or to waive minor noncompliance in a Proposal when determined to be in the Government's best interest. PRIDCO further reserves the right to make such investigations as they deem necessary as to the qualifications or perceived conflicts of interest of all firms submitting Proposals in response to this RFP. If any or all Proposals are rejected, PRIDCO reserves the right to re-solicit Proposals.

3.3. Questions & Request for Clarification

Any questions, requests for clarification, and general information requests regarding this RFP or the evaluation of Proposals shall be submitted on or before **November 28, 2022**, in writing and using **Attachment C** format, via electronic mail only to the following address: **PRIDCO-Response@pridco.pr.gov**. No telephone inquiries will be accepted. PRIDCO will compile a summary of all questions submitted, and all responses, provide one consolidated response document for all proponents. Answers are anticipated to be issued by close of business on **December 15, 2022**, and will be posted in Puerto Rico Fiscal Agency and Financial Advisory Authority's ("AAFAF", for its Spanish acronym) website at <https://aafaf.pr.gov/administrative-documents/#rfps-rfqs>. PRIDCO reserves, at its sole discretion, the right to respond or not to any such questions, requests for clarification, and/or general information request. Only written responses posted on the website will be considered official responses.



3.4. Local participation

PRIDCO encourages Proponents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico (“Local Parties”) to the greatest extent possible. Proponents are strongly encouraged as part of this RFP to provide a description of the current and/or anticipated business arrangements with Local Parties, and in particular, Local Parties who are Team Members and Key Individuals for the engagement, as applicable. Proponents should include a detailed plan for where and how they plan on providing the services outlined within the RFP.

3.5. Revisions to the RFP (Addenda)

Addenda issued by PRIDCO are the only means of amending, clarifying, interpreting, or correcting this RFP. Once addenda are made available, no further need to reissue or restate the RFP will be required. Amendments, deletions or additions, clarifications, interpretations, or corrections to this RFP made in any manner other than addenda will not be binding upon any party.

Any addenda to the RFP will be posted in AAFAP’s website at <https://aafaf.pr.gov/administrative-documents/#rfps-rfqs>. In such case, PRIDCO intends to send an email to the identified contact for each Proponent notifying them that a new addendum has been issued. However, Proponents are responsible for periodically reviewing AAFAP’s website and appraising each document therein. PRIDCO assumes no obligation for notifying Proponents of document uploads to the website. Proponents are fully responsible for ensuring that the identified contact information provided for communications under this RFP will be valid, current, and functional throughout the process. PRIDCO shall not be responsible for any delay or failure in communications with Proponents due to malfunctions, technological or otherwise, or incorrect contact information provided to PRIDCO.

3.6. No Obligation to Contract

Issuance of this RFP does not constitute a commitment by PRIDCO to execute a contract.

3.7. Proposal Submissions and Withdrawal

Proposals shall be submitted no later than **January 16, 2023**, at 11:59 p.m. Atlantic Standard Time (AST). Responses to the RFP submitted after the deadline will not be accepted under any circumstances. Proposals must include any exhibits, appendices and/or attachments necessary to be deemed complete, and consequently, duly submitted.



Proponents shall submit Proposals via email in searchable Adobe Acrobat PDF format to **PRIDCO-Response@pridco.pr.gov**.

A Proponent may withdraw a submitted response at any time prior to the Proposal Submission Deadline and date detailed in the RFP Section 3.2, RFP Timeline by submitting a written request signed by an authorized Proponent representative. After withdrawing a response, a Proponent may submit another response at any time before the Proposal Submission Deadline. After the Proposal Submission Deadline, a Proponent may only withdraw all or a portion of a submission where the enforcement of the submission would impose an unconscionable hardship on the Proponent.

4. SCOPE OF SERVICES

PRIDCO hereby requests proposals from experienced and qualified real estate management firms or companies to administer and maintain the portfolio of industrial and commercial properties currently owned and managed by PRIDCO. The Third-Party Manager will be required to institutionalize PRIDCO's management and leasing processes. In addition, it is expected that the Third-Party Manager will propose the implementation of industry best practices to the Executive Director and/or its designees, while complying with all applicable legal requirements (including those set forth in **Attachment D**), to improve PRIDCO's operational and financial performance. The Third-Party Manager(s) will be responsible for typical asset management activities, such as developing, maintaining, and disposing of properties in the most cost-effective manner, as well as, all property management activities including lease negotiation and administration, rent collections, oversight of maintenance and repairs, and communications with tenants among other services within industry practices as a full-service, asset management company. A joint-venture proposal may be submitted by two or more entities as part of a single response to this solicitation.

In developing estimated fees for the required scope of services Proponents shall provide two separate fee structures: (i) a fee estimate to provide the requested services exclusively for the Trusteed Properties and (ii) a fee estimate to provide the requested services for all Properties, including Trusteed and Non-Trusteed Properties.

4.1. Transition Plan

Proponents shall provide a plan detailing the proposed transition of asset management responsibilities from PRIDCO to the Third-Party Manager including any documentation collection, data transfers and any operational infrastructure issues that need to be addressed for a proper and efficient transition. Plans should also include the Proponents proposed location, timing, and number of personnel resources that will be expected to conduct the transition and maintain operations moving forward.



In their detailed plan, the Proponents shall include how they plan on utilizing the current PRIDCO employees within the proposed operations. Also, Proponents should include provisions for the transitioning of PRIDCO employees that might become interested in transferring permanently to work and perform duties with the Third-Party Manager. A timeline with all significant activities and milestones should be addressed.

All Proponents should perform thorough reviews of the data room containing the current portfolio information as well as the published studies cited in Section 2.1. As highlighted within these studies, portfolio data has been recorded and maintained at varying levels of accuracy and consistency. Proponents' transition plans should incorporate plans to aggregate and synthesize available data to be most actionable to all other aspects of respective proposals.

4.2. Asset Management

The Third-Party Manager will be responsible for developing and continually updating recommendations to the Executive Director and/or its designees for the highest and best use of the Properties based on property conditions, capital required to maintain tenancy, current marketability, and the overall goal of fostering economic development in Puerto Rico. Activities shall include but are not limited to:

- Maintain complete inventory and database of properties available including relevant facts of the properties including but not limited to
 - property type, size, number of stories, age, lot size, address, latitude & longitude, region, municipality, tenant history, annual rent, collection status, leasing history, maintenance history, CapEx requirements, FEMA obligations and claims, etc.
- Conduct periodic facility assessments to assess the physical condition of the facilities and analyze the value of the facilities versus the cost of the facilities
 - Proponents must include proposed frequency of facility assessments based on best industry practices;
- Prepare a capital expenditure budget to address property issues and attract tenants;
- Develop recommendations for proper or most efficient uses of the Properties, in compliance with Applicable Laws and the Public Interest;
- Implement immediate and long-term processes to allocate capital resources in a manner that aligns with capital planning schedules; and
- Execute property strategies in accordance with Board approved recommendations.

Third-Party Manager activities shall also include accounting, financial, and information technology services (“back-office”) deemed necessary to support the execution of the scope of services, including: Tenant Management, Property Management, Accounting, Financial Reporting & Information



Technology. PRIDCO will provide back-office support to the Third-Party Manager in matters related to activities not made part of the scope, as deemed necessary.

The Third-Party Manager shall submit weekly progress reports to the Executive Director and/or its designees. The Executive Director may request from the Third-Party Manager any and all the information he/she deems necessary and pertinent to ensure compliance with the conditions established in the contractual relationship with PRIDCO, and for Board reporting purposes.

The Executive Director shall adopt the processes to ensure the collaboration and intervention of the real estate employees in the supervision and monitoring of the Third-Party Manager's compliance with the obligations agreed upon in the contractual relationship.

4.3. Tenant Management

The Third-Party Manager shall be responsible for representing PRIDCO in all tenant management issues that arise in the normal course of business at the trusteed properties. Such activities shall include but are not limited to:

- Represent PRIDCO's interest in matters involving the tenants of the applicable properties;
- Assist in tenancy opportunities arising from government inter-department relationships;
- Advertise and lease available Properties following a standardized and systematic approach utilizing consistent marketing materials and leasing templates;
- Establish and maintain important relationships with tenants and prospective tenants;
- Maintain and monitor pipeline of prospective tenants and marketing times to support leasing decisions;
- Execute, administer, and enforce the terms of rental agreements, in compliance with federal, state, and local laws;
- Collect rents, fees, and late charges, and collect and disburse security and other deposits;
- Implement the use of a real estate asset management software program which, at a minimum, tracks tenant and vendor payments, includes general rent details and generates financial reports;
- Manage and resolve conflicts among tenants;
- Document and maintain records of communications with tenants;
- Engage in proactive conversations for renewals and/or lease amendments prior to lease term end;
- Recommend termination of tenancies and commencement of eviction proceedings as necessary, and serve notices as appropriate;
- Signage packet, brochure design, and area market rent analysis;



- Coordinate property inspection before releasing the space to the market; and
- Provide weekly and monthly reports as specified by PRIDCO on tenant management issues and topics.

Considering PRIDCO's business plan, certain leases have been entered into for economic development purposes. In the event the Third-Party Manager proposes to terminate or amend such a lease, it may not be terminated or amended without the consent of the Board.

4.4. Property Management

The Third-Party Manager will be asked to provide services and expertise relating to financial analysis and the evaluation of current facility management practices and suggest best practices and guidance for optimizing those processes. Such activities shall include but are not limited to:

- Assist in the development of annual operating plans and budgets with respect to the applicable properties' repairs and capital expenditures;
- Manage and oversee improvements of the applicable properties;
- Maintain a central record of real estate portfolio data in a secure data room or hard drive accessible by certain representatives of PRIDCO;
- Receive and assess maintenance and repair requests from tenants;
- Arrange all required engineering inspections;
- Monitor the applicable properties periodically for repairs, preventive maintenance, and assessment of capital expenditure needs;
 - Frequency of monitoring to be recommended by Third-Party Manager based on best industry practices;
- Contract with subcontractors to provide necessary services for quality operation including but not limited:
 - Security, repairs, maintenance, janitorial, landscaping and pest control services, as needed;
- Ensure independent contractors have necessary licensing and insurance coverage;
- Obtain, review, and evaluate tenant's insurance to determine tenants' compliance with the insurance requirements in the lease agreement;
- Maintain records of insurance certificates and follow-up with the tenant at the time of insurance renewal to ensure that the information is up to date;
- Provide maintenance of the industrial parks' common areas and certain special facilities which support the Properties, including but not limited to, electrical substations and sewage facilities, that are essential to the operation of some of the Properties;



- Execution of capital improvements and repairs;
- Purchase of all required supplies and services on behalf of PRIDCO;
- Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting and keeping expenses and income within approved budget amounts;
- Periodically reassess rental rates by region and provide suggestions to the Executive Director and/or its designees based on market expertise and data gathered;
- Review appraisals for asset valuation; and
- Provide weekly and monthly reports as specified by PRIDCO, including updated real estate portfolio data.

4.5. Accounting, Financial Reporting, and Information Technology

The Third-Party Manager will be responsible for managing funds, planning for expenditures, and maintaining accurate books and records related to the financial activities of the applicable properties. Such activities shall include but are not limited to:

- Record accounts and customers;
- Billings (Accounts Payable) and Invoices (Accounts Receivable);
- Cash reporting
- Assist in the review of construction plans and budgets to provide recommendations;
- Keep track of financial documents;
- Record rents and expenses in the system;
- Process payments to employees and vendors or other third parties as authorized by PRIDCO;
- Establish a baseline expected financial performance of standard properties within the portfolio. Regularly review business' financial performance, and forecasts in comparison to the established baseline., and directly report to the Executive Director or its designees on the strengths and weaknesses of the business moving forward; and
- Support PRIDCO in monitoring and managing all corresponding functions (including the utilization of revolver or advance facilities) for the successful implementation and completion of FEMA projects and the associated reimbursements (including CDBG-DR portion).
 - PRIDCO reserves the right to transfer these functions to the Third-Party Asset Manager in the future, subject to mutual acceptance of the terms to an amendment of the contract between PRIDCO and the Third-Party Asset Manager.
 - The Proponent must include in their proposal a description of their capabilities and experience in working with and implementing FEMA projects.

The Third-Party Manager will be required to provide weekly reporting and communications to PRIDCO and, if requested, to other entities. Such reporting shall be developed with PRIDCO and shall include typical financial and operating performance measures and metrics.



The Third-Party Manager will be asked to assist with the implementation and use of a centralized data collection and real estate management system for PRIDCO. The system should focus on ensuring that the data is collected in an accurate, complete, and consistent manner. The system should allow for analysis at both the municipal and regional level and should allow for review and analysis of data in a manner that allows for centralized decision-making.

The Third-Party Manager shall not only monitor the use of the network and operating system, but also provide technical support to ensure functionality of the operating units and provide the infrastructure for automation.

Proponents must include in their Proposals a description of the information and real estate management systems to be used should they be selected under this RFP, which shall encompass, inter alia, lease administration, customer relationship management, property maintenance, financial reporting, and real time analytics.

4.6. Divestment of Property

Some Properties included in the portfolio may no longer be utilized, may be underutilized, may be vacant, or may be better utilized as determined by the Board. These Properties are located across Puerto Rico and encompass small and large spaces used for a variety of functions. The Third-Party Manager will provide, included in their estimated fees, the following services, as requested:

- Plan for Divestment of Properties: The Third-Party Manager will develop a plan to identify best uses for all applicable Properties, including divestment strategies that will maximize economic and strategic benefit for PRIDCO while aligning with its primary mission of Economic Development. This may mean a wholesale change in the statutory framework and processes pertaining to property sales and the Third-Party Manager should feel free to make such recommendations. As an example, the Third-Party Manager may recommend selling a property to avoid continued costs for maintenance and upkeep. Ultimate authority on any plan for property sale will rest with the Executive Director and the Board.
- Representation: The Third-Party Manager will assist with preparation and review of bid documents and communications with potential and actual buyers. Specifics will be unique to each sale and will be determined in accordance with all applicable laws, policies, and procedures. For projects that are assigned to the Third-Party Manager, PRIDCO will not employ or retain any other person or selling agency to solicit or secure a sale upon an agreement or understanding for a commission, percentage, brokerage, contingent fee, or other compensation.



5. EVALUATION AND SELECTION

The Evaluation Committee will examine all Proposals to determine if they meet the proposal submission requirements. Proposals that are deficient in meeting the submission requirements or have omitted material documents may be rejected.

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

The Evaluation Committee may request further clarification to assist in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of a Proposal already submitted and may not contain new information not included in the original Proposal. All contracts will be subject to final review and authorization by the Oversight Board consistent with its contract review policy available at -

<https://drive.google.com/file/d/1ujjQKj5z120VJ2TQ07sa8CpR9ATrObsJ/view?usp=sharing>

5.1. Evaluation Criteria

Fully responsive Proposals will include plans for the proposed transition of asset and property management functions from PRIDCO to the Proponent including tenant and property management functions, real estate accounting and financial reporting, and sales strategies of underutilized or vacant properties. Proposals will be scored pursuant to the evaluation criterion described in **Attachment E**.

The final score will be based upon the criteria listed below:

Technical, Operational, and Financial Capabilities (34 points)

Proponents' experience will be evaluated from a technical and operational perspective. In addition, the Evaluation Committee will evaluate the Proponent's financial capability to manage the expansive portfolio of industrial parks and properties.

In terms of technical, operational, and financial capabilities, the following criteria will be taken into consideration:

1. **Financial Capacity (5 points)**. Proponent's financial capacity to carry out this engagement based on the Proponent's financial statements.
2. **Operational Capacity (8 points)**. Proponent's operational capacity to carry out the scope of services based on the Proponent's size and presence across the island.
3. **Relevant Experience/Past Performance (15 points)**. Proponent's capacity based on three areas:
 - ◆ Observation of historical facts related to Proponent's working/professional experience
 - ◆ Depth and breadth of the expertise and its relevance based on those observations



- ◆ The Proponent's past performance and relevant experience will be evaluated with a focus on past or present efforts to manage a portfolio of properties comparable (e.g. number, size, and type of properties) to PRIDCO's Portfolio.
 - ◆ Established local presence throughout the Commonwealth
4. **Required documentation (2 points)**. Proponent's Proposal complies with all RFP requests for substantial and material information.
 5. **Validated references (4 points)**. The Evaluation Committee will validate the performance of engagements carried out by the Proponent for previous clients.

Property Management Proposal (36 points)

1. **Transition Plan (10 points)**. The Proponent will prepare a plan to transition the asset management functions currently performed by PRIDCO to the Third-Party Manager. This plan should address the key steps, challenges and timing associated with establishing the infrastructure and transitioning the appropriate documentation into the Proponent's real estate management systems and software.
2. **Operations (18 points)**. The evaluation of the Proposal's feasibility will include the operational model proposed by the Proponent, mostly focused on the following areas:
 - ◆ Asset Management. Plan to generate recommendations for highest and best use of Properties.
 - ◆ Tenant Management. Plan to manage tenants and tenant relations as a representative of PRIDCO.
 - ◆ Property Management. Plan to provide services and expertise related to the analysis of financial information, current facility management practices, and suggest guidance for optimizing those processes.
 - ◆ Real Estate Accounting and Financial Reporting. Plan for the maintenance of accurate financial records, and plan to implement a centralized data collection and reporting system covering PRIDCO's lease administration, customer relationship management, property maintenance, financial reporting, and real time analytics.
 - ◆ Divestment of Properties. Plan for the sale of applicable Properties in the ordinary course of business.
 - ◆ Sale of Surplus Real Property. Plan for the sale of applicable Properties that are underutilized or vacant.
3. **Innovation/Improvements (8 points)**. Favorable consideration will be made to Proponents who present or offer improvement or innovation components in the proposal, such as maximizing rent collections, promotion of available properties, managing property improvements and allocation of capital resources, minimizing delinquencies and tenant conflicts.



Proposal's Financial Offering (20 points)

Proponent's financial offer will be evaluated pursuant to this Section. The competitiveness and affordability of fees will be an important consideration in the final selection, and as such higher point scores will be awarded to the Proponent who offers the most competitive fee structure.

Impact on Local Economic Development and Benefit to the Community (10 points)

The impact on local economic development will be comparatively evaluated among the Proposals submitted. The Evaluation Committee will award higher points to Proposals including greater participation of local parties. Another important item to be considered is the Proponent's presence or current plans to establish physical presence in Puerto Rico as evidence of the entity's contribution to Puerto Rico's economic development.

5.2. Short-listed Interview

The Evaluation Committee reserves the right, at its sole discretion, to invite Proponents to attend an interview with the Evaluation Committee. If the Evaluation Committee elects to conduct the interview, each qualified Proponent will be required to give a presentation not to exceed 30 minutes. This presentation shall highlight Proponent's experience and expertise, recognizing the unique nature of PRIDCO's property portfolio. The presentation shall also clearly explain the Proponent's approach and team composition. The Evaluation Committee may alter the scoring of a Proposal based upon the interview and presentation. Proponents are responsible for all costs or expenses incurred to attend such interview.

5.3. Direct Negotiations

The Evaluation Committee may select one or more Proponents to be invited to one or more meetings to start negotiations. 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 contract are understood by the Proponent to ensure compliance with the specifications. No statement made or action taken by PRIDCO during these discussions or negotiations shall bind PRIDCO 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 Evaluation Committee 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 who submitted it and the personnel involved in the evaluation and selection

process. Confidentiality warranties are subject to the conditions described in Section 8.1 below. The execution of a contract will be subject to final approval by the Board.

5.4. Selection

Following completion of the evaluation process, the Evaluation Committee will choose the Selected Proponent. PRIDCO will notify the Selected Proponent and the parties will proceed to negotiate such written agreements as may be required and mutually acceptable (collectively, the “Definitive Agreements”), subject to compliance with all applicable laws and regulations.

6. PROPONENT REQUIREMENTS

6.1. Requirement of Legal Entities

Proponents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S., and comply with all applicable Puerto Rico or U.S. laws and/or requirements at the time of execution of definitive agreements.

6.2. Required General Qualifications of Proponent

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

- Proponent has adequate financial resources to perform the contract, or the ability to obtain them.
- Proponent shall provide audited financial statements for the two (2) most recent fiscal years.
- Proponent is able to comply with an accelerated delivery or performance schedule.
- Proponent has a satisfactory performance record.
- Proponent has a satisfactory record of integrity and business ethics.
- Proponent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Proponent is compliant with Act 2-2018, also known as the Puerto Rico Anti-Corruption Code, or predecessor statutes.
- Neither Proponent nor any person or entity associated who is partnering with Proponent has been the subject of any claim or adverse findings that would prevent the Evaluation Committee from selecting Proponent. Such claims or 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 an Inspector General in another state.
- 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 state.
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sales tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal and Puerto Rico-sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Proponent or by any entity or individual that comprises Proponent.
- Past or pending voluntary or involuntary bankruptcy proceeding.
- Conviction for fraud, bribery, or grand larceny.

Proponents shall provide a listing and brief description of all legal actions for the past five years in which any firm that is part of the Proponent's team has been: (i) a debtor in bankruptcy; (ii) a defendant in a lawsuit for deficient performance under a contract or failure to comply with laws or regulation; (iii) a defendant in an administrative action for deficient performance on a project or failure to comply with laws or regulations; or (iv) a defendant in any criminal action.

6.3. Insurance Requirements

The Selected Proponent will be required to include PRIDCO as additional insured on the following insurance policies with the following minimum coverage:

- Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion (all policies must include Amendment-Aggregate per Project). The policy must include an endorsement for Full Operations and "Fire Liability" for no less than \$100,000.
- Property Insurance with coverage for "All Risks", for one hundred percent (100%) of the replacement value including the foundations of the property. This insurance must include coverage in case of fires, hurricanes, earthquakes and any other similar event of nature, vandalism and malicious damage, machinery, and boilers (if applicable) in the building, including all changes, modifications, extensions, and improvements made to the leased facilities.



- The deductibles of the insurance policies required herein shall be the responsibility of the Third-Party Manager.
- Workers Compensation coverage according to the State Insurance Fund Corporation, as required by law: \$1,000,000 per accident, per employee, per sickness and aggregate.
- Endorsements that may include: PRIDCO, and or any subsidiary, affiliated or related entity. Specific provisions are to be determined once the RFP is awarded.
- All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico, A.M. Best classification of not less than A- (Excellent) and Financial Size Category VI.
- Hold Harmless Agreement in favor of PRIDCO
- The Third-Party Manager shall relieve PRIDCO of any act or omission incurred during the execution of the real estate management contract. Therefore, he/she shall release PRIDCO for any damage or claim from any public or private entity and which is related to the breach of the obligations established in the contractual relationship with PRIDCO. In the event that a public and/or private entity files a claim regarding any of the properties under the management of the Third-Party Manager, they shall ultimately be considered an indispensable party in any extrajudicial, judicial or administrative proceedings. Therefore, the Third-Party Manager acknowledges and agrees that PRIDCO shall have no joint, several, or vicarious liability for its actions.
- 60 Days' Notice of Cancellation
- Waiver of Subrogation
- Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of services provided.

7. PROPOSAL REQUIREMENTS

7.1. Cover Letter and Table of Contents

Provide a cover letter describing the Proponent's interest and commitment to developing a full proposal which includes a certification that the information submitted by the Proposal is true and accurate and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Proponent and team member(s), if applicable. The designated contact person for the engagement shall be clearly identified.

Provide a table of contents that clearly identifies the each of the Proposal's section, including the page number.

To the extent possible, Proposals should be as concise as possible and avoid excessive or unnecessary marketing materials.



7.2. Experience and Capacity

Provide a description and history of the Proponent and any sub-contractors, focusing on previous experience relevant to the scope of services.

Provide a summary of the types of services the Proponent offers that relate to this RFP. Provide specific details about Proponent's previous experience, and any sub-contractors. Identify engagement and/or staff experience with entities comparable to PRIDCO, if available, for which Proponent and any sub-contractors provide or have provided, similar services within the last (10) years.

Provide a list of similar real estate portfolios managed by Proponent during the last 2 years, and/or detail at least one to three (1-3) similar engagements or experience with private and public-sector clients that would demonstrate that the Proponent can provide the requested services. Each example should include:

- Name and location of client organization.
- Description of engagement or experience and objectives of the engagement, including beginning and ending dates.
- Identification of Team Members who had direct involvement.
- Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- Information regarding the engagement that would demonstrate successful experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.
- If the example involves a private sector client, describe how the experience could be applied to the public sector.

The Evaluation Committee may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the Proponent to the client during the engagement. Please provide at least three (3) references for the lead Proponent and two (2) for Proponent's partners or sub-contractors, as applicable. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be considered favorably. Any and all information or reference provided by a Proponent may be used by the Evaluation Committee to conduct credit and background checks.

Provide a summary of the Proponent's expertise that describes Proponent's unique capabilities. This narrative shall highlight Proponent's ability to provide the services requested in this RFP. Provide a listing of the names, resumes and relevant experience of the Key Individuals and Team Members that



would be assigned to the engagement, and their proposed roles. Resumes can be attached as an appendix. Include Team Members' qualifications, identification of which Team Member will be the direct contact for the engagement.

In addition, identify any sub-contractors and local parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the Proponent (name, title, location, telephone number, and e-mail address).

7.3. Approach and Methodology

Each Proponent must indicate its understanding of the scope of services required for the engagement, plus any refinements it feels are warranted. Provide a description of Proponent's approach to the services requested through this RFP. Highlight any innovative ideas Proponent may have to reduce costs or produce a better solution.

In addition, explain how Proponent will achieve the goals, objectives, tasks, and/or deliverables outlined in the RFP. Specifically address how Proponent proposes to effectively perform all tasks included in the Scope of Services and how Proponent intends to cohesively deliver all the services in an organized manner. Proponent shall provide a preliminary engagement schedule that specifies key milestones during transition phase. Proponent shall also provide the overall engagement timeline and phasing plan that describes Proponent's strategy and timing for delivering the various components of the engagement.

7.4. Cost/Price Proposal

Proponent shall provide a detailed proposal for estimated fees associated with the functions outlined herein in the Scope of Services including any fees for typical ancillary services. Proposals shall include Proponent's understanding of issues that may impact the schedule of cost.

As outlined in Section 4 – Scope of Services, proposals shall include a fee estimate to perform the requested services for the Trusteed Properties only, and a separate fee estimate to perform the requested services for all Properties, including Non-Trusteed Properties.



7.5. Commitment to Complying with all Applicable Laws

Proponents shall explain their approach to complying with all Applicable Laws. Proponents shall also indicate what characteristics of the team set them apart in terms of commitment to compliance with all laws and requirements. Indicate what specific trainings and expertise the team has that reinforces the commitment to legal compliance.

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

Proponent acknowledges that this RFP may be withdrawn or amended in response to changes in Applicable Laws. Proponents are obligated to remain fully informed of all circumstances, information, laws, rules, and regulations that arise in connection with real estate management in Puerto Rico, and any other matters that might, in any way, affect Proponent's roles and responsibilities in the engagement.

7.6. 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 a contract, the following:

- Articles of incorporation, certificate of formation, partnership agreement, or other formation documents.
- By-laws, operating or joint venture agreement or any other governing documents.
- Resolution of the Board of Directors or governing organization, as the case may be, authorizing the participation in the RFP process.
- If 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 a foreign corporation, a Corporate Good Standing Certificate from the Puerto Rico State Department. At the request of PRIDCO, the Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
- 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 (henceforth, the "Department").
- A no taxes debt due certificate, or payment plan and compliance therewith, issued by the Department (Model SC 6096). If a foreign corporation with no previous business operations in Puerto Rico, a no taxes debt due certification affidavit.
- A certificate of no debt, or payment plan and compliance therewith, with respect to property



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

real and mobile property taxes issued by the Municipal Revenue Collection Center (“CRIM”, by its Spanish acronym).

- 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.
- 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.
- Worker’s Compensation Insurance policy issued by the State Insurance Fund.
- Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
- The Proponent may include with the Proposal a valid and effective certification evidencing its registration in the *Sale Registry of Professional Service Providers* 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.
- If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
- 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.
- A resolution from the Proponent’s board of directors or a certification from the partnership authorizing the Proponent’s representative to execute the Contract.
- The Proponent shall expressly state its compliance with the Puerto Rico Act 2-2018 Anti-Corruption Code through a sworn statement.
- Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department.
- Tax Return Submission Certificate issued by the Municipal Revenue Collection Center (“CRIM”, for its Spanish acronym).
- Debt Certificate for all concepts, issued by CRIM or evidence of a complying payment plan.
- Debt Certificates issued by the Puerto Rico Labor Department for Unemployment Insurance, Temporary Non-occupational Disability Taxes, and Chauffeurs Insurance, or evidence of a complying payment plan.
- In-effect policy certificate from the State Insurance Fund Corporation (CFSE).
- Debt Certificate from the State Insurance Fund Corporation.
- Debt Certificate from Administration of Child Support Enforcement (ASUME).
- Sworn Statement Under Act 2-2018, duly completed and notarized.

In addition, submit the following certifications, in compliance with federal regulations.



- Limited Denial/ Debarment Affidavit (**Attachment F**)
- Non-Collusion Affidavit (**Attachment G**)
- Lobbying Certification (**Attachment H**)
- MBE/ WBE Efforts Certification (**Attachment I**)

In addition to the foregoing warranties and representations, the Proponent shall acknowledge, represent, and warrant in the Proposal that no official or employee of PRIDCO, or relatives thereof, would have a direct or indirect economic interest in the Proponent's rights, should it ultimately sign the Contract, in accordance with Act 2-2018, known as the *Anticorruption Code for a New Puerto Rico* (**Attachment J**). The Proponent shall also certify in its Proposal having obtained a copy, read, and understood, and being committed to comply with Act 2-2018.

8. ADDITIONAL INFORMATION

8.1. Confidential and Proprietary Information

Information considered trade secrets or non-published financial data may be classified as proprietary by Proponents. Proposals containing substantial contents marked as confidential or proprietary may be rejected by PRIDCO. Provision of any information marked as confidential or proprietary shall not prevent the Government Parties from disclosing such information if required by law.

8.2. Conflicts of Interest

Proponents shall be responsible for reviewing and certifying that they are in full compliance with all applicable Government ethic laws, regulations, and guidelines, including without limitations: Act 2-2018, known as the *Anticorruption Code for a New Puerto Rico*, and Act 1-2012, known as the *Government Ethics Act of 2011*.

Proponents are required to provide a list of any other current or former contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government. Further, 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 your firm or team 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.



During the selection process, PRIDCO may request information on any perceived conflict of interests. Also, PRIDCO may in the future request a list of direct or indirect relationships Proponent including its Key Individuals and Team Members have to officials at any of the Government Entities.

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

To the extent that any Proponent has formed or proposes to form a consortium, joint venture, or partnership to participate in the RFP, such Proponent shall include in its Proposal the identity, role, and capabilities of each member. The submittal requirements will need to be satisfied for each member (i.e., financial capacity information and organization information).

Except as specifically provided to the contrary in this RFP, no member may join or participate, directly or indirectly, as a member in more than one Proponent for this RFP. Each person or legal entity who participates as a member is responsible for ensuring that no other person or legal entity which is related to it joins or participates, directly or indirectly, as a member of any other Proponent.

8.3. Rejection of Proposals; Cancellation of RFP; and Waiver Informalities

PRIDCO 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 with or without reissuing this RFP or another version of it, if it deems that doing so is in the best interest of PRIDCO or the Government.

This RFP may be cancelled by PRIDCO for any reason, including without limitation for convenience, including for lack of funds or, if in PRIDCO's sole discretion, none of the Proposals meet its requirements or fulfills its needs of the proposed engagement.

PRIDCO, at its sole discretion, also 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. PRIDCO 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 PRIDCO or the Government.

8.4. Ownership of Proposal

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



8.5. Cost of Preparing Proposals

All costs associated with the response to this Proposal are the sole responsibility of the Proponent. Neither PRIDCO nor the Government will be responsible for any expenses in the preparation or presentation of the Proposals, oral interviews or the disclosure of any information or material received about this RFP.

8.6. Errors and Omissions in Proposal

PRIDCO reserves the right to reject a Proposal that contains errors or omissions. PRIDCO also reserves the right to request the correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without requesting clarifications to all Proponents.

The Proponents are responsible for errors and omissions in their proposals and any such errors and omissions will not reduce their obligation to PRIDCO.

8.7. Review and Reconsideration

Any Proponent adversely affected by a decision made by PRIDCO in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Evaluation Committee in accordance with the *Uniform Administrative Procedure Act of the Government of Puerto Rico*, Act 38-2017, as amended.

Judicial review of the determinations made by PRIDCO as to a request for reconsideration will be governed by the *Uniform Administrative Procedure Act of the Government of Puerto Rico*.

8.8. Bid Bond or Other Form of Security from the Preferred Proponent

As security for the selected Proponent's good faith negotiation of an agreement with PRIDCO pursuant to its Proposal, once the Proponent has been selected ("Preferred Proponent"), it must furnish a bid bond from a corporate surety licensed to do business in Puerto Rico in the amount of TWENTYFIVE THOUSAND DOLLARS (\$25,000) in favor of PRIDCO. The Preferred Proponent must deliver the bid bond within ten (10) days of being notified by PRIDCO of its selection. The condition of the bid bond shall be that the Preferred Proponent shall not withdraw its Proposal and shall execute a contract with PRIDCO, if so offered and negotiated in good faith. The Preferred Proponent shall be released from the bid bond once the contract with PRIDCO has been signed or PRIDCO and Preferred Proponent have not signed a



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

definitive agreement, notwithstanding good faith efforts to negotiate and execute the same. If the Preferred Proponent withdraws the Proposal, fails to negotiate in good faith with PRIDCO, or if after PRIDCO and the Preferred Proponent agree on terms of a contractual agreement, but the Preferred Proponent fails to sign a contract, the amount of the bid bond will be automatically forfeited and retained by PRIDCO as liquidated damages, after providing written notice to the Preferred Proponent. PRIDCO reserves the right to terminate negotiations at any time, with or without cause, and return the bid bond to the Preferred Proponent.

In lieu of a bid bond, the Preferred Proponent may tender a certified check or bank draft drawn on a solvent bank or trust company, acceptable to PRIDCO and with its principal place of business in Puerto Rico, payable to the “Puerto Rico Industrial Development Company” or other form of financial security acceptable to PRIDCO. The certified check or bank draft shall be deposited in a bank account of PRIDCO and may be commingled with other funds of PRIDCO.



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

**ATTACHMENT A:
PRIDCO'S TRUSTEED PROPERTIES LIST ⁵**

[To be provided by PRIDCO upon execution of the Non-Disclosure Agreement]

⁵ Preliminary property list included in the Data Room is subject to change. Additional property information available at http://gis.jp.pr.gov/2013_RecibidorGeoComentarios/pridcoA.html.



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

**ATTACHMENT B:
PRIDCO'S NON-TRUSTEED PROPERTIES LIST ⁶**

[To be provided by PRIDCO upon execution of the Non-Disclosure Agreement]

⁶ Preliminary property list included in the Data Room is subject to change. Additional property information available at http://gis.jp.pr.gov/2013_RecibidorGeoComentarios/pridcoA.html.



ATTACHMENT C:
SUBMISSION OF QUESTIONS FORM

Proponents can submit additional sheets of this Form if more than ten (10) questions and Request for Clarifications are to be submitted.

Proponent: _____

Date: _____

No.	Question	RFP Section or Document	RFP Section or Document Page No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			



ATTACHMENT D:

CERTIFICATION

_____, who desires to enter into an agreement with the Puerto Rico Industrial Development Company (“PRIDCO”), certifies, represents, and warrants to the PRIDCO that:

1. Under penalty of nullity, no official, employee, or contractor of PRIDCO will derive or obtain any benefit or profit of any kind from the contractual relationship that will result from this procurement. If such a benefit exists, the required waiver has been submitted before the Proposal.
2. None of the Members of the Board of Directors, Executives, Authorized Representatives, or Shareholders of our company have been accused and convicted of crimes against the Government of Puerto Rico or the Federal Government that involve appropriation of public funds or fraud against public property.
3. There is no criminal or civil procedure or investigation pending for any of the crimes or felonies described on the precedent paragraphs against any of the members of its Board of Directors, Executives, Authorized Representative or Shareholders.
4. We will inform PRIDCO of any situation or procedure that may be initiated against any of the parties mentioned above any time after the signing of any agreement resulting from this RFP.
5. Our company: (a) does not discriminate in any manner against an employee, an applicant for employment, subcontractor or any person because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) includes a provision similar to that contained in subsection above in any subcontract executed in connection with the services to be provided under the contract resulting from this RFP, but excluding subcontracts for standard commercial supplies or raw materials; (c) posts in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and (d) maintains a written sexual harassment policy and informs our employees of the policy.
6. When issuing this Proposal, as an employer, we are in full compliance with Act No. 5 of December 30, 1986, as amended, also known as Organic Act for the Administration of Child Support Enforcement of the Government of Puerto Rico.
7. The Proposals have been prepared and developed without collusion with other Eligible Proponent and without effort to preclude PRIDCO from obtaining the best competitive Proposal.



8. If an agreement is reached with PRIDCO, we will be registered to do business in Puerto Rico and have any required business and professional licenses.
9. We understand that violation of these certifications may lead to resolution of the agreement resulting from this RFP without prior notice.
10. No PRIDCO official, employee, or contractor involved in this procurement has a financial interest in this contract, purchase, or commercial transaction, and neither has had, directly or indirectly, financial interest in this company for the last four years.
11. No PRIDCO official, employee, or contractor solicited or accepted, directly or indirectly, for his/her, some member of its family unit or any other person, gifts, allowances, favors, services, donations, loans, or any other thing of monetary value.
12. No PRIDCO official, employee, or contractor associated with this transaction solicited or accepted valuable goods from any person from my entity as payment to complete the duties or responsibilities of his/her job.
13. No PRIDCO official, employee, or contractor asked, directly or indirectly, for him/her, or any member of his/her family unit, nor any other person, business or entity, valuable goods, including gifts, loans, pledges, or favors in exchange of acting to favor me or my entity.
14. I have no relationship within the fourth level of consanguinity or second of affinity with any employee that has the power to influence or participate in the organizational decisions of PRIDCO.

Company:

Representative Name

Signature

Date



**ATTACHMENT E:
 EVALUATION CRITERIA
 RFP – Third-Party Manager**

Criteria	Maximum Score	Result
Operational, and Financial Capabilities (Experience) <ul style="list-style-type: none"> • Financial Capacity = 5 • Operational Capacity = 8 • Relevant Experience/Past Performance = 15 • Required documentation = 2 • Validated references = 4 	34	
Property Management Proposal <ul style="list-style-type: none"> • Transition Plan = 10 • Operations = 18 • Innovation/Improvements = 8 	36	
Proposal's Financial Offering	20	
Impact on Local Economic Development and Benefit to the Community	10	
Total	100	



ATTACHMENT F:

LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS AFFIDAVIT

By signing this Affidavit, the Entity affirms that it has not been LDP, suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State, or local government. Failure to disclose all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. PRIDCO may also exercise any other remedy available by law.

[Al firmar esta Declaración Jurada, la entidad afirma que no está sujeta a una denegación limitada de participación (LDP, por sus siglas en inglés) ni ha quedado suspendida, inhabilitada o impedida de participar en alguna actividad de adquisición pública con alguna dependencia del Gobierno federal, estatal o local. El no divulgar toda la información pertinente relacionada con una inhabilitación o suspensión podrá causar el rechazo de una propuesta o la cancelación de un contrato. PRIDCO también podrá ejercer cualquier recurso que permita la ley.]

_____ **DUNS** **Number**
[Número DUNS]

In _____, this _____ day of _____ of 20 _____.
[En _____, el día _____ de _____ de 20 _____.]

Entity Name: _____
(Name of Entity)
[Nombre de la entidad]

By: _____
(Signature of Authorized Representative)
[Firma del Representante autorizado]

(Printed Name of Authorized Representative)
[Nombre del Representante autorizado en letra de molde]

(Position)
[Título]



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

Affidavit No. _____
[Afidávit Núm.]

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proponent, who I personally known or have identified by his/her _____.

[Jurado y suscrito ante mí en la ciudad de _____, _____, hoy día _____ de _____ de 20____, por _____, mayor de edad, _____ (estado civil), _____ (ocupación) y vecino de _____, _____, en su capacidad como _____ del Proponente, a quien doy fe de conocer personalmente o a quien he identificado mediante su _____.]

Public Notary

[Notario Público]



ATTACHMENT G:

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

AFFIDAVIT NO. _____

Sworn and signed before me by _____, whom I have personally identified _____.

In _____ Puerto Rico, as of _____.

Notary Public Signature



ATTACHMENT H:

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.⁷
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Firm Name: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

⁷ <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>



ATTACHMENT I:

M/WBE EFFORTS

This form is to be completed by the Proponent if their firm, or the proposed subcontracted entities, do not have a M/WBE certification. If the firm has the certification, please submit it or send an affidavit to that effect.

The Proponent must explain the steps made so that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) participate in the work required in this contract by documenting efforts for contracting M/WBE's and contracting minorities and women.

M/WBE Form
Who performed the effort(s):
Describe types of efforts made: (see example to complete: Direct Solicitation; Negotiation; Queries to Databases; etc.)
Which group was targeted (MBE, WBE) :
Date(s) of efforts made:
Briefly provide a summary description M/WBE efforts: (see examples to complete: Provided documents/plans/bid specifications to certified M/WBE's and allowed adequate time to respond; Sent written notification to M/WBE and trade associations located in the region where work will be performed; Log responses from M/WBEs.; etc.)
Difficulties/Additional Information: Provide any other information you deem relevant which may help the Authority in evaluating the extent of your efforts.



ATTACHMENT J:

DECLARACIÓN JURADA

Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico⁸

[SWORN STATEMENT]

[Act 2-2018, Anti-Corruption Code for a New Puerto Rico]⁹

Yo, _____, en mi carácter personal y en representación de _____ (“Proponente” o “Licitador”), con número de seguro social patronal _____, mayor de edad, de profesión: _____, con estado civil: _____ y vecino de _____ el más solemne juramento declaro como sigue:

[I, _____, in my personal capacity and in representation of _____ (“Respondent” or “Bidder”), Tax I.D. Number _____, of legal age, with profession: _____, marital status: _____ and resident of _____, do hereby solemnly swear as follows:]

1. Mi nombre y demás circunstancias personales son las anteriormente expresadas.

1. [My name and personal circumstances are as stated above.]

2. A la fecha en que suscribo esta declaración jurada, el suscribiente, el Proponente o Licitador, su presidente, vicepresidente, director, director ejecutivo, miembro junta de oficiales o directores y personas que desempeñen funciones equivalentes para el Proponente o Licitador no ha sido convicto ni se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) apropiación ilegal agravada; (b) extorsión; (c) sabotaje de servicios públicos esenciales; (d) falsificación de documentos; (e) fraude; (f) fraude por medio informático; (g)

⁸ Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

⁹ [As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception, or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications, or modifications to this form of sworn statement. The submission of false, incomplete, or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.]



fraude en las construcciones; (h) uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas; (i) enriquecimiento ilícito; (j) enriquecimiento ilícito de funcionario público; (k) enriquecimiento injustificado; (l) aprovechamiento ilícito de trabajos o servicios públicos; (m) intervención indebida en las operaciones gubernamentales; (n) negociación incompatible con el ejercicio del cargo público; (o) alteración o mutilación de propiedad; (p) certificaciones falsas; (q) soborno, en todas sus modalidades; (r) influencia indebida; (s) malversación de fondos públicos; o (t) lavado de dinero.

2. [As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.]

3. A la fecha en que suscribo esta declaración jurada y por los pasados veinte (20) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) daño agravado; (b) retención de propiedad; (c) alteración o mutilación de propiedad; (d) archivo de documentos o datos falsos; (e) posesión y uso ilegal de información, recibos y comprobantes de pago de contribuciones; (f) compra y venta ilegal de bienes en pago de contribuciones; (g) presentación de escritos falsos; (h) posesión ilegal de recibos de contribuciones; (i) falsificación de asientos en registros; (j) falsificación de sellos; (k) falsedad ideológica; (l) falsificación de licencia, certificado y otra documentación; (m) falsificación en el ejercicio de profesiones u ocupaciones; (n) posesión y traspaso de documentos falsificados; (o) posesión de instrumentos para falsificación; (p) preparación de escritos falsos.

3. [As of the date of execution of this sworn statement and for the twenty (20) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes:



(a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.]

4. A la fecha en que suscribo esta declaración jurada y por los pasados ocho (8) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por cualquiera de los siguientes delitos: (a) omisión en el cumplimiento del deber; (b) venta ilegal de bienes; (c) incumplimiento del deber; (d) negligencia en el cumplimiento del deber; (e) usurpación de cargo público; o (f) impedir la inspección de libros y documentos.

4. [As of the date of execution of this sworn statement and for the eight (8) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.

5. A la fecha en que suscribo esta declaración jurada y por los pasados diez (10) años, ni el suscribiente, ni el Proponente o Licitador, ni cualquiera de sus siguientes oficiales: presidente, vicepresidente, director, director ejecutivo o miembro junta de oficiales o directores o personas que desempeñen funciones equivalentes para el Proponente o Licitador, ha sido convicto o se ha declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos, por delitos graves contra el ejercicio del cargo público o contra fondos públicos codificados en el Código Penal de Puerto Rico; la Ley Núm. 1-2012, según enmendada, la "Ley Orgánica de la Oficina de Ética Gubernamental"; o cualquier otro según dispuesto en la Ley 2-2018.

5. [As of the date of execution of this sworn statement and for the ten (10) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent



functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.]

6. Entiendo y acepto el deber de informar cualquier cambio al contenido de esta declaración durante el proceso de contratación o la vigencia del contrato, ya sea por alegación de culpabilidad o convicción por cualquiera de los delitos antes mencionados, o cualquier otra conducta proscrita en el Código Anticorrupción para el Nuevo Puerto Rico, Ley 2-2018.

6. [I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Anti-Corruption Code for a New Puerto Rico", Law 2-2018.]

7. Entiendo y acepto que la convicción posterior a esta declaración por cualquiera de los delitos enumerados en cualquiera de los incisos anteriores conllevará, además de cualquiera otra penalidad, la rescisión automática de cualquier contrato entre el suscriptor, el Proponente o el Licitador, y cualquier entidad gubernamental, corporación pública o municipio.

7. [I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.]

8. El suscriptor, el Proponente o el Licitador, según sea el caso, se compromete a cumplir con lo dispuesto en el Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Gobierno de Puerto Rico", Código Anticorrupción para el Nuevo Puerto Rico", Ley 2-2018.

8. [The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Anti-Corruption Code for a New Puerto Rico", Law 2-2018.]

9. Suscribo esta declaración jurada de conformidad con las disposiciones de la Ley 2-2018, y los requisitos de esta Solicitud de Propuestas.].

9. [I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this RFP.]

10. Hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado para cualquier propósito administrativo y/o legal.



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

10. [I execute this sworn statement so that any government entity, public corporation, or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.]

AFFIDAVIT NO. _____

Sworn and signed before me by _____, of the circumstances describe, whom I have personally identified by _____.

In _____, Puerto Rico, as of _____.

Notary Public Signature