

APPENDIX 1

PROPOSAL CERTIFICATION FORM

I, _____, resident of _____ legal age, being duly sworn on my oath to depose, hereby declare that I am _____ (title) of _____ (firm), the Interested Party making the Proposal to the Real Property Evaluation and Disposal Committee (“Committee”) for the parcel comprising approximately 3,346.696 square meters or 0.8515 cuerdas, identified as “Madame Luchetti School”, owned by the Puerto Rico Department of Transportation and Public Works (hereinafter, the “DTOP”), specifically located along the main entrance to Condado, Municipality of San Juan, Puerto Rico, that I executed the Proposal with full authority to do so; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Committee relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the agreements for said Project; that the Interested Party has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competition in connection with the above-named property; and that neither the Interested Party nor any person associated therewith in the capacity of owner, partner, director, officer, project director, manager, auditor or any other member of the Interested Party (including any firm or individual) has been indicted or convicted of any felonious act or other crime in the Government of Puerto Rico or any other jurisdiction (domestic or foreign); and, furthermore, that neither the Interested Party nor any member of the Interested Party is currently in or will enter into any contract, business or other type of relationship resulting in a conflict of interest with the Committee, AAFAF, DTOP or the Government of Puerto Rico.

The undersigned hereby authorizes any requests from any person, firm or corporation to disclose or furnish any information requested by the Committee in verification of the recitals comprised in this Proposal.

Further, that the Interested Party hereby expressly authorizes the following named Interested Party Official to bind the Interested Party and exercise any relief granted to the Interested Party in any matter relating to this Proposal:

In connection with the submission of the Proposal, **the Interested Party hereby warrants and certifies to the Committee that:**

Examination of RFP. The Interested Party has carefully examined and accepts all the guidelines, requirements, terms and conditions of the RFP, including but not limited to the zoning of the Property. Also, Interested Party recognizes and accepts the Property is sold on an “as is, where is, with all faults” basis. Furthermore, certifies that it has reviewed Regulation No. 9133 adopted on December 9, 2019, and affirms and ensures compliance with provisions contained in Article 8.

RFP/Addenda. The Interested Party has reviewed any and all documents associated with the RFP, posted on AAFAF’s Website <http://www.aafaf.pr.com> and/or sent to the Interested Party’s e-mail address.

Proposal Made in Good Faith.

- The Proposal has been prepared and submitted in good faith and has been duly and properly authorized for submission on behalf of the Interested Party.
- In preparation of the Proposal, the Interested Party has not, directly or indirectly, solicited or received any advice, assistance or information concerning the Property from any representative of the Committee or DTOP, its agents or consultants which was not equally available to other Interested Parties and which might contribute to an actual or potential competitive advantage for the Interested Party.



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- The Proposal is made without collusion or fraud with any other person or entity in restraint of competition in connection with the above-named Property.
- The Interested Party and its entities, shareholders, and/or partners, is licensed to do business in Puerto Rico and shall maintain such status on the execution date of the Deed of Sale.

Information Submitted. The Interested Party understands and agrees that Committee's receipt or discussion of any information (including information contained in the Proposal and any ideas or other material communicated or exhibited by the Interested Party or on its behalf) shall not impose any obligation whatsoever on the Committee or entitle the Interested Party to any compensation therefore, except to the extent specifically provided in such written agreement as may be entered into between the Committee and the Interested Party. Any such information given to the Committee before, with or after submission of the Proposal, either orally or in writing, except as provided in the RFP, is not given in confidence, and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph, whether made as part of or in connection with any information received from the Interested Party or made at any other time in any fashion, shall be void and of no effect.

Execution of the Deed of Sale. In the event the Proposal submitted by the Interested Party is selected for award of the purchase and sale of the Property:

The Interested Party is: _____

The entities, shareholders, and/or partners of the Interested Party and their respective shareholding/participation in the Interested Parties are:

Entity / Shareholder / Partner's Name	Percentage Participation

If applicable, the entity or entities, that will execute the Deed of Sale as described in the RFP is / are:

Entity / Shareholder / Partner's Name	Percentage Participation



Acceptance of Contract Documents. If the Interested Party is awarded the purchase and sale of the Property, the Interested Party (or the applicable parties listed above) will enter into and execute a Deed of Sale on the same terms and conditions as provided in the Proposal and agreed with the Committee.

No Financing Contingency. If the Interested Party is awarded the purchase and sale of the Property, neither the Deed of Sale nor any other document in connection with the proposed purchase and sale of the Property as contemplated by the RFP will contain any financing condition or contingency, such as a deferred purchase price, and any failure of the selected Interested Party to deliver the indefeasible full payment in cash of the purchase price to the DTOP, as titleholder, in accordance with the requirements of the Deed of Sale because of lack of financial resources, shall be automatic event of default which will disqualify forthwith the award without any notice or further action from the Committee or DTOP.

Recognition by the Interested Party. The Interested Party recognizes the Committee's right, at its sole discretion to: (1) amend or withdraw this RFP at any time, (2) reject all submittals or Proposals, (3) withdraw at any time from this process with no recourse afforded to the Interested Party, their respective entities, shareholders, and / or partners, (4) and choose or reject any or all Proposals received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, including any reason that best serves the interests of the Committee, DTOP or the people of Puerto Rico.

IN WITNESS THEREOF, the Interested Party has executed this Proposal Certification Form this ____ day of _____, 2021.

[When Interested Party is a joint venture, each member of the joint venture shall execute a copy of this Proposal Certification Form.]

(Corporate Name)

Affidavit No.

Sworn and subscribed to before me:

(Address of Corporation)

Notary Public

By: _____
(Signature of Corporate Officer)

My commission expires: _____

(Printed Name of Officer)

Date

(Office held by signatory)

