



**FORMER DEPARTMENT OF JUSTICE
OFFICE BUILDING, ANNEX, PARKING LOTS
MIRAMAR
SEALED BID PROCESS (AS IS, WHERE IS, WITH ALL FAULTS)
BID DEADLINE: MONDAY, SEPTEMBER 30TH, 2024**



I. Description

This Sealed Bid Process, as described herein is for the following real properties:

A. FORMER PUERTO RICO DEPARTMENT OF JUSTICE (LAT: 18.45674918; LON: -66.08620190).

Parcel comprising approximately 2,267.37 square meters, which equates to approximately 24,406 square feet at the Miramar Sector of the Santurce Ward of San Juan, Puerto Rico, bounded to the North with Arecibo Street and an exit ramp of the Luis Muñoz Rivera Expressway that connects to the Olimpo Avenue; to the South with Lot 17, to the East with Olimpo Avenue; and to the West with Arecibo Street. An eleven (11) story reinforced concrete office building has been constructed thereon with a gross construction area of 134,236 square feet and with a two-level parking garage basement, yielding a parking ratio of less than one (1) space per each 1,000 square feet of usable office area. The improvements were not originally dedicated as an office building. It was designed, constructed and operated as a full-service hotel with 216 keys which opened to the public in 1961 and was named as the “Miramar Charterhouse Hotel” (the “Former PR DOJ Office Building”). The Former PR DOJ Office Building was purchased by the Puerto Rico Public Building Authority (“PBA”) in 1979 and was converted into the headquarter offices of the Puerto Rico Department of Justice. Based on the building footprint, the lot occupancy ratio (LOR) is 100%. Total building height is approximately 130 feet above ground, for an average story height of 11.8 feet.

The Former PR DOJ Office Building does not appear listed in the National Registry of Historic Buildings, National Registry of Historic Places, nor the Historic Places and Zones of the Puerto Rico Planning Board. It was vacated after Hurricane Maria in September 2017. It has adequate access to and from the major public thoroughfares.

The land component of the Former PR DOJ Office Building is recorded at page 129 of volume 204 of Santurce Sur, property number 2425, Registry of Property of Puerto Rico, First Section of San Juan (the "Registry").

B. FORMER PUERTO RICO DEPARTMENT OF JUSTICE ANNEX BUILDING (LAT:18.45645719; LON: 66.08631938).

A partly improved site formed by four (4) lots acquired by the PBA through the exercise of eminent domain, which are contiguous one with the other constituting a land mass with a total area of 2,312.3969 square meters, approximately equal to 25,363.535 square feet, whose components are described hereinbelow (collectively, the "Land Mass of the PR DOJ Annex Office Building"):

- i. Parcel 1-A: Parcel of land with a recorded area of 589.364 square meters equivalent to 0.1499 cuerda, yet with a surveyed area of 541.50 square meters located at the Miramar Sector of San Juan, bounded to the North with Fiol Apartments; to the South with Pacific Manor Apartments; to the East with lots B and 1-C (as both described herein); and to the West with Arecibo Street ("Parcel 1-A"). Parcel 1-A is recorded as property number 2495A on the Santuce Sur volumes of the Registry and is owned by the PBA.
- ii. Parcel 1-B: Parcel of land with a surveyed area of 541.483 square meters, equivalent to 0.1377 cuerda located at the Miramar Sector of San Juan with a recorded area of 484.50 square meters, bounded to the North with Former PR DOJ Office Building (described in item A above); to the South with lot 1-C; to the East with Olimpo Avenue and to the West with Fiol Apartments and Lot 1-A ("Parcel 1-B"). Parcel 1-B is recorded as property number 2853A on the Santuce Sur volumes of the Registry and is owned by the PBA.
- iii. Parcel 1-C: Parcel of land with a surveyed area of 540.00 square meters, equivalent to 0.1560 cuerda and a recorded area of 540 square meters located at the Miramar Sector of San Juan, bounded to the North with Lot 1-B; to the South with Jose Falero, to the East with the Olimpo Avenue, and to the West with Lot 1-A and the Pacific Manor Apartments ("Parcel 1-C"). Parcel 1-C is recorded as property number 2855A on the Santuce Sur volumes of the Registry and is owned by the PBA.
- iv. An unmarked parcel of land with an area of 568.09 square meters, equivalent to 0.1445 cuerda, at the Miramar Sector of San Juan, bounded to the North with the Former PR DOJ Office Building; to the South with Lot 1-A; to the East with Lot 1-B and to the West with Arecibo Street (the "568.09 Sq. Mts Lot"). The 568.09 Sq. Mts. Lot is recorded as property number 2279A on the Santuce Sur volumes of the Registry and is owned by the Commonwealth of Puerto Rico.

On a portion of the Land Mass of the PR DOJ Annex Office Building, described hereinabove a seven (7) story reinforced concrete and steel structure building has been constructed, along with a basement area which was designed, constructed, and operated as the annex office building of the Former PR DOJ Building (the "PR DOJ Annex Office Building"). The PR DOJ Annex Office Building was also vacated by the PR Department of Justice after Hurricane María in 2017. The PR DOJ Annex Office Building has frontage of approximately 40 meters

with the Olimpo Avenue and with the Arecibo Street. Main vehicular access is through the Arecibo Street but there is also pedestrian access from the Olimpo Avenue through an open plaza. Neither the Land Mass of the PR DOJ Annex Office Building nor the PR DOJ Annex Office Building has parking facilities, provided that it was designed and operated with the support of off-site parking facilities in the vicinity of the PR DOJ Annex Office Building, specifically a surface parking facility across the Olimpo Avenue and a multi-level garage facility across the Ponce de León Avenue.

In addition to the PR DOJ Annex Office Building, the Southeast portion of the Land Mass of the PR DOJ Annex Office Building is occupied by a six (6) story concrete structure with a basement area that was formerly known as the “Leander Hotel”, which at one time was intended to be restored as additional office space for the Puerto Rico Department of Justice (the “Leander Building”). The Leander Building is a derelict structure that has been in a complete state of disrepair for the last 20 years.

Please be advised that the Puerto Rico Planning Board recognized the historical value of the Miramar Sector and approved on December 23, 2010, Resolution No. 2007-18-JP-ZH, the Map of the Historical Zone of Miramar, dated as of March 11, 2011. According to the Regulation 9233 of December 2, 2020 (*Reglamento Conjunto de Permisos para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Usos de Terrenos y Operación de Negocios del 2020*), any permit application will necessarily require the comments and endorsements of Puerto Rico Institute of Culture (*Instituto de Cultura Puertorriqueña*). Please refer to the parameters and requirements set forth in Chapter 10.2 of the Regulation 9133.

For the Leander Building, an Ocular Inspection and Recommendations Report (*Inspección Visual & Recomendaciones*) was presented on March 31, 2023 by Green Engineering Group, PSC. According to the report, the building was considered **unsafe**, following the definition of the International Existing Building Code (IEBC-2021). It was also discussed that according to section 202 of the IEBC-2021 its reconstruction or restoration is considered to be *impractical* or *non-viable* because the reconstruction and/or restoration of the building would be more expensive than the construction of a new building with similar structure. José M. Green, MSCE, PE, President of Green Engineering Group, PSC, recommended the **demolition** of the building (**See Appendix 1**).

C. PARKING LOT 606 OLIMPO STREET (FORMERLY THE PARKING LOT OF DEPARTMENT OF JUSTICE)
Lat: 18.45606155, Lon: -66.08614170.

A parcel of land consisting of 959.785 square meters, equivalent to 0.244 cuerda, approximately equal to 10,331.1257 square feet, bounded to the North by Leandro de La Roja Estate; to the South with Rodríguez Moreno Realty and Pacific Enterprises Inc.; to the East by the Olimpo Street and to the West by the main tract from which it was segregated. It has a frontage of 19.010 meters with the Olimpo Street (“Olimpo 606 Lot”). The Olimpo 606 Lot was acquired to be used as the former parking facility for the Former PR DOJ Building. It is recorded at the Registry at page 261, volume 257 of Santurce Sur, property number 27 and is owned by the PBA.

Following is an aerial image showing this parking lot:



D. PARKING LOT AT 603 SOUTHEAST CORNER OF THE INTERSECTION OF THE OLIMPO STREET AND PONCE DE LEÓN AVENUE (Lat: 18.45666839, Lon: -66.08572592).

Parcel of land with an area of 982.617 square meters, equivalent to 0.2500 cuerda, approximately equal to 10,576.89 square feet, located at the southeast corner of the Olimpo currently dedicated as a surface parking facility Avenue, bounding to the North with a marginal road accessing the Miramar Avenue and the Ponce de León Avenue; to the South with Lot 606; to the East with Francisco Crescioni and to the West with the Olimpo Avenue. It has frontages of 44.00 and 39.00 meters with the Olimpo Avenue and the aforesaid marginal road, respectively (the “603 Olimpo Lot”).

The 603 Olimpo Lot is recorded at the Registry at page 123 of volume 70 of Santurce Sur, property number 3545 and is owned by the Commonwealth of Puerto Rico.

Following is an aerial image of this showing this parking lot:



E. MULTI-STORY PARKING GARAGE OF FORMER PR DOJ OFFICE BUILDING AND THE PR DOJ ANNEX OFFICE BUILDING (Lat: 18.45755616, Lon: -66.08520925).

A three (3) story parking garage facility constructed within the boundaries of seven (7) contiguous lots totaling an area of 4,290.648 square meters with a gross construction area of approximately 85,000 square feet, and with a parking capacity for 300 vehicles. The garage has four (4) parking levels including the uncovered upper level. It is bounded to the North with the exit ramp to State Road PR-26, to the South with Ponce de León Avenue; Water View Mansions Condominium and others, to the East with Water View Mansions Condominium; Anthony Cobb and Miramar Street, and to the West with Ponce de León Avenue and exit ramp to State Road PR-26 (the "Parking Garage"). The Parking Garage has a frontage of approximately 29 meters to the Ponce de León Avenue, 105 meters to the exit ramp to State Road PR-26, and of 58 meters to State Road PR-26. The main pedestrian and vehicular access is through the Ponce de León Avenue.

The lots forming the site were acquired through condemnation (eminent domain) and exchange in 1986 and 1987, and the parking structure was completed by 1990.



Parcels Forming Multi-Story Parking		
Lot	Area (SM)	Parcel No.
A-1	790.516	32183
A-2	936.604	32184
A	744.631	32185
B	702.671	32186
C	390.594	32187
D	201.873	32188
Parcel B	646.49	2209
Total	<u>4413.379</u>	

The Multistory Parking Garage is recorded at the Registry at pages 83, 93, 103, 123 and 133 of volume 855 of Santurce Norte, properties numbers as mentioned above (see table), all owned by

the PBA; and Parcel B which is recorded at the Registry at page 140 of volume 47, property number 2209, owned by the Commonwealth of Puerto Rico.

The properties as described herein (hereinafter collectively referred to as the “Miramar Properties”), are owned by the PBA, and the Commonwealth of Puerto Rico, as mentioned, and specifically located along the main entrance to Miramar Sector of the Santurce Ward of the Municipality of San Juan having frontage to Ponce de León Avenue, the Arecibo Street, the Olimpo Avenue and the Axtmayer Street. The Miramar Properties have readily access to the Baldorioty de Castro Expressway and Luis Muñoz Rivera Expressway and are nearby the Puerto Rico Convention Center District and the San Juan Nautical Club, and walking distance from the myriad of restaurants, hotels and other amenities located in the Miramar Sector.

F. Location

As abovementioned, the Miramar Properties are a government owned lands and buildings in the Miramar Sector, an oceanfront urban tourist neighborhood with adequate urban infrastructure, near to restaurants, the Puerto Rico Convention Center District, hotels, the San Juan Nautical Club, restaurants, shopping centers, industrial parks, government offices, among other amenities and urban gravity centers. The Miramar Properties enjoy a prime location at one of the main vehicular entrances to Miramar, which maximizes its exposure and possible uses.

G. Zoning

According to the Santurce Special Zoning Map, effective since January 14, 1993, the properties described in items A thru D lie within an urban use-public, ZU-P (“Use Zoning District”), a classification for public or institutional properties. The permitted uses under this zoning area are the following: office building, medical, legal, office service, educative services, social services, museums, parks, public administration, and supporting parking facilities.

Meanwhile, the Parking Garage (item E above) zoned as a general urban use district (ZU-G3). Allowed uses in the ZU-G3 district include: commercial, services, light industrial and residential.

As established in the Santurce Special Zoning Map, non-residential uses for new construction are limited to the first two stories. Limitations on non-residential uses at existing construction vary according to the original design of the building. If the building was originally designed for residential purposes, non-residential uses are limited to the first two stories. In existing mixed-use buildings, non-residential uses are limited to the first two stories or to the area already design for such use, as long as the non-residential area do not exceed 75% of the building area. In buildings design in their totality for non-residential uses, no limitations are established. Non-residential uses could be extended 25% of the existing gross construction area. The subject site is within a ZE-M4 “building zone”. This building zone occurs principally along primary roads and avenues within the Santurce central area. Maximum housing density is one unit per each 50 square meters of land area. Maximum building height is 6 stories. Along principal avenues, the maximum building height is 8 stories up to the façade. Maximum site occupancy ratio is 80% for non-residential uses, and 50% for residential uses. The following information summarizes the zoning regulatory parameters affecting the area where the Miramar Properties are located.

Zoning Regulatory Parameters: Santurce Special Zoning Regulation, ZU-G3 use zoning district – ZE-M4 building zoning district

<i>Parameter</i>	<i>Regulations</i>
<i>Allowed uses</i>	<i>Commercial Services Light Industrial Residential</i>
<i>Maximum height & stories</i>	<i>8 stories.</i>
<i>Minimum lot size</i>	<i>600 square meters.</i>
<i>Minimum frontage</i>	<i>17 meters.</i>
<i>Maximum lot occupancy</i>	<i>80% non-residential – 50% residential.</i>
<i>Maximum building area</i>	<i>To be established according to maximum lot occupancy ratio and building height.</i>
<i>Minimum front patio</i>	<i>None.</i>
<i>Minimum parking requirements</i>	<i>1: 15 square meters (retail); 1: 25 square meters (office); 1: 70 square meters (industrial warehouse); 1: each bed (hospital); 1; each unit (housing).</i>

In compliance with Act 29-2023, it is acknowledged that the properties subject for disposal are not registered in the National Register of Historic Places, nor the Historic Registry of Places and Zones of the Puerto Rico Planning Board. Notwithstanding the abovementioned, please be advised that **the Puerto Rico Planning Board recognized the historical value of the Miramar Sector and approved on December 23, 2010, Resolution No. 2007-18-JP-ZH, the Map of the Historical Zone of Miramar, dated as of March 11, 2011.** Any permit application for the conduct of any construction or restoration works at the Miramar Properties will necessarily require the comments and endorsements of The Heritage Historical Structures Program of the Puerto Rico Institute of Culture (*Programa de Patrimonio Histórico Edificado del Instituto de Cultura Puertorriqueña*).

H. Liens and Encumbrances.

The Miramar Properties are free and clear of liens and encumbrances.

I. Property Tax Id. (parcel no. at CRIM¹ “Catastro Digital”)

A. Former PR DOJ Office Building parcel number: 040-037-002-01.

¹ The spanish acronym of Puerto Rico Municipal Revenues Collection Center.

B. Former PR DOJ Annex Building parcel number: 040-037-002-16; 040-037-002-17; 040-037-002-18; 040-037-002-19.

C. Parking Lot 606 Olimpo Street parcel number: 040-037-002-21.

D. Parking Lot 603 Southeast corner of the intersection of the Olimpo Street and Ponce de Leon Avenue parcel number: 040-037-003-01.

E. Multi-story Parking Garage of Former PR DOJ Office Building: 040-027-051-12.

II. SEALED BID PROCESS

This sealed bid process (“SBP”) is being conducted by the Real Property Evaluation and Disposal Committee, of the Executive Branch of the Government of Puerto Rico created pursuant to Chapter 5 of Act No. 26-2017, known as “Fiscal Plan Compliance Act” (the “Committee”). The aforesaid Act empowers the Committee to act, as necessary to dispose of unneeded and underutilized real property, in an effort to promote the Island economy and the public welfare. In accordance with the requirements of Act 26-2017, the Committee established the rules and regulations regarding the disposal of real property, as set forth in Regulation No. 9133 for the Evaluation & Disposition of Real Property of the Executive Branch, approved on December 9, 2019 (the “Regulation”). The Committee shall dispose the Miramar Properties in a sealed bid process governed by Article 8 of the Regulation. Please refer to the AAFAF website for a copy of the Regulation, in its Spanish version, and on the weblink of this SBP. The information contained in this SBP is intended to assist the proponents (“Interested Parties” or “Proponents”) in preparing their Proposals, including certain terms and conditions upon which their Proposals must be submitted and received by the Committee. All Interested Parties must carefully read all the sections contained in this SBP and all applicable Sections of the Regulation.

- a. **Term. The Proponents are requested to submit sealed offers to the Committee no later than 4:00 p.m. on Monday, September 30th, 2024 (“Proposals Submission Date”) at the address specified below:**

If personally delivered to:

Real Property Evaluation and Disposal Committee
Puerto Rico Fiscal Agency and Financial Advisory Authority
100 De Diego Avenue
Roberto Sánchez Vilella (Minillas) Government Center
San Juan, PR 00907
787.722.2525

If via certified mail to:

Attn. Real Property Evaluation and Disposal Committee
Puerto Rico Fiscal Agency and Financial Advisory Authority
PO Box 42001
San Juan, PR 00940-2001

b. MANDATORY PROVISIONS.

The following guidelines shall rule and guide the content of the submittal of your proposal (the "Proposal"). You may add other points in making your Proposal, but at least it must satisfy the following requirements:

1. PRICE:	YOUR OFFER² WHICH CANNOT BE LESS THAN FOURTEEN MILLION, FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$14,575,000.00)
2. PROOF OF FUNDS:	MUST BE SUBMITTED ALONG WITH THE OFFER
3. TERMS & CONDITIONS:	PLEASE INCORPORATE
4. DEVELOPMENT RESTRICTIONS, CONCEPTUAL PLAN TIMELINE FOR SUBSTANTIAL COMPLETION, & PROPOSED USE:	A CONCEPTUAL PLAN FOR THE MIRAMAR PROPERTIES AND FOR THE SURFACE AREA OF VACANT OR TO BE DEMOLISHED STRUCTURES, SHALL BE INCLUDED ALONG WITH THE DEVELOPMENT TIMELINE AND PROJECTION FOR THE SUBSTANTIAL COMPLETION OF THE PROJECT. THE PROPOSED USE MUST BE DETAILED, WHICH SHALL BE INCLUDED AS A COVENANT IN THE DEED OF PURCHASE AND SALE.
5. FILING FEES:	\$500.00 (NON-REFUNDABLE)
6. DEPOSIT:	\$300,000.00³ ("DEPOSIT")
7.CONDITION OF THE PROPERTY AT ITS CONVEYANCE:	"AS IS / WHERE IS / WITH ALL FAULTS"
8. SALES CONTRACT/OPTION/ DEED OF SALE:	TO BE PREPARED BY SELLER
9. CLOSING DATE:	MUST OCCUR 45 DAYS FROM NOTICE OF AWARD

This guideline may be subject to change at the Committee's sole discretion, provided that any modification shall be announced on the AAFAF webpage.

The Committee reserves the right to either accept or reject any and all Proposals. Once all Proposals have been reviewed by Committee, following the public session on which the Proposals shall be opened, all Proponents will be notified of the selected Proposal, if any, by certified mail with return receipt requested within a thirty (30) day term after the award and/or by e-mail. Rejected Proposals and earnest money checks (or deposits) will be returned via certified mail within fifteen (15) business days after the Committee notifies the award.

² A conditional offer subjected to a financial contingency shall be rejected by the Committee.

³ The Deposit shall be payable by means of a bank manger check, certified check, or money order, provided that \$10,000.00 of the Deposit corresponding to the awarded Proposal shall be non-reimbursable and shall not be credited to the Purchase Price at the time of execution of the corresponding Deed vesting title of the Property on the Proponent that won the award. The aforesaid sum in the amount of \$10,000.00 shall be applied to defray administrative costs of the Committee related to this SBP.

C. SEALED BID PROCESS TIMELINE

TARGET DATE	EVENT
THURSDAY, AUGUST 8 TH , 2024	PUBLICATION OR ISSUANCE OF THE SBP
TUESDAY, AUGUST 13 TH , 2024 AND THURSDAY, AUGUST 15 TH , 2024	SITE VISIT AND WALK-THROUGH
THURSDAY, AUGUST 15 TH , 2024 THRU THURSDAY, AUGUST 22 TH , 2024	PERIOD FOR QUESTIONS
UNTIL FRIDAY, AUGUST 30 TH , 2024	PERIOD FOR ANSWERS
MONDAY, SEPTEMBER 30 TH , 2024	PROPOSALS SUBMISSION DATE NO LATER THAN 4:00PM
TUESDAY, OCTOBER 1 ST , 2024	PROPOSAL OPENING – 3:00PM
TUESDAY, OCTOBER 8 TH , 2024 TO THURSDAY, OCTOBER 10 TH , 2024	INTERVIEWS (IF NECESSARY)
WEDNESDAY, OCTOBER 30 TH , 2024	TARGET DATE FOR SELECTION

D. SITE VISITS

In the event that any Interested Party desires to visit the Miramar Properties, the Committee will permit such ocular inspections on **Tuesday, August 13th, 2024, from 10:00 a.m. thru 1:00 p.m. and Thursday, August 15th, 2024, from 10:00 a.m. thru 1:00 p.m.** An employee or authorized officer of PBA and/or the Committee will be at the Miramar Properties on said dates and will register the name of the attendee of each Interested Party, as required by the Regulation, affording access to the Miramar Properties. Each Proponent is responsible for visiting the Miramar Properties as part of its Proposal submission, as stated in the Regulation.

III. REQUIREMENTS TO BE AN ELIGIBLE PROPONENT

- a. Each **entity** who participates in the SBP to acquire the Miramar Properties from the PBA, shall include in its Proposal, at a minimum, the following documents:
 1. Registration Certificate or Certificate to do business in Puerto Rico, as applicable, and also a Certificate of Good Standing, issued by the Puerto Rico Department of State;
 2. Articles of incorporation or formation, as the case may be, corporate by-laws, partnership deed or contract or organizational document governing the enterprise, as applicable to the legal entity;
 3. If a non-profit entity is the Interested Party, it must provide the a current tax exemption certificate issued by Puerto Rico Treasury Department or the designation letter recognizing that the entity is a tax-exempt organization under Section 501(c)(3) issued by the Internal Revenue Service and evidence that it is in force.

4. Resolution of its Board of Directors or other governing body, as the case may be, authorizing its participation in the process to buy the Miramar Properties;
 5. Certificate from the Puerto Rico Treasury Department in connection with the filing of income tax returns during the last five (5) years, as applicable;
 6. Certificate of Tax Debt from the Puerto Rico Treasury Department. Should there be any debt, it must show an authorized payment plan and a certification stating that the entity is in compliance with said plan;
 7. Certificate from the Municipal Revenue Collection Center in connection with the filings of personal property tax returns during the last five (5) years, as applicable;
 8. Certificate of Debt from the Municipal Revenues Collection Center for taxes on personal and real property (Certification of Debt for All Concepts). Should there be any debt, it must show that an authorized payment plan has been established and a certification stating that the entity is in compliance with said plan; and
 9. Negative Certificate of Debt for Unemployment Insurance and Temporary Non-Occupational Disability Insurance Taxes, and Negative Certificate of Debt for the Chauffeur's Insurance from the Puerto Rico Department of Labor and Human Resources. Should there be any debt, it must show an authorized payment plan and a certification stating that the entity is in compliance with said plan.
 10. Certificate from the Child Support Administration (ASME in its Spanish acronym) stating that the entity is in compliance and has no outstanding debt.
 11. Certificate of Corporate Resolution duly acknowledged by a Notary Public evidencing the power and authority of the named representative to act on behalf and in representation of the proponent entity in the SBP.
- b. If an **individual** who participates in the SBP to acquire the Miramar Properties from the PBA, he or she shall present the following documents:
1. Certificate from the Puerto Rico Treasury Department attesting the filing of income tax returns for the last five (5) years;
 2. Certificate of Tax Debt from the Puerto Rico Treasury Department. Should there be any debt, it must show that an authorized payment plan has been established and a certification stating that the Proponent is in compliance with said plan;
 3. Certificate from the Municipal Revenues Collection Center in connection with the filing of personal property tax returns for the last five (5) years;
 4. Certificate of Debt from the Municipal Revenues Collection Center for taxes on personal and real property (Certification of Debt for All Concepts). Should there be any debt, it must show that an authorized payment plan has been established and a certification stating that the proponent is in compliance with said plan;
 5. Negative Certificate of Debt for Unemployment Insurance and Temporary Non-Occupational Disability Insurance Taxes, and Negative Certificate of Debt for the Chauffeur's Insurance from the Puerto Rico Department of Labor and Human Resources. Should there be any debt, it must show that an authorized payment plan has been established and a certification stating that the Proponent is in compliance with said plan; and
 6. Certificate from the Child Support Administration stating that the Proponent has no outstanding child support debt.

Also, in both cases, Proponents must certify in a sworn statement that it, she or he, as the case may be, is in compliance with Act No. 2 of January 4, 2018, known as the Anticorruption Code for a New Puerto Rico, that neither it nor its subsidiaries and affiliates and its respective members, directors, shareholders, officers or agents have been convicted for the crimes set forth in the aforesaid Act.

IV. QUESTIONS

Any questions regarding this SBP must be submitted on or before **4:00 p.m.** (PR Time), **Thursday, August 22th, 2024**, in writing via electronic mail to the following address: cedbi@aafaf.pr.gov. The Committee will not be responsible for, and Interested Parties may not rely upon or use as the basis of a claim against the Committee or a consultant of the Committee, any information, explanation or interpretation of the SBP rendered in any fashion except as herein provided. Answers will be issued by close of business on **Friday, August 30th, 2024**, provided such term will be extended, if shall be necessary, in the sole and absolute discretion of the Committee.

V. FILING FEES AND DEPOSIT

All Proposal must be accompanied by:

- i. A non-refundable filing fee of \$500.00, and
- ii. The Deposit equivalent to \$300,000.00, which shall be applied as a credit towards the payment of the purchase price, after deducting therefrom the amount of \$10,000.00, which shall be paid to the Committee at the time of execution of the corresponding Deed vesting title of the Miramar Properties in the name of Proponent which won the award to defray all of the administrative costs of the Committee related to grant of the award.

Both the filing fee and the Deposit shall be payable to the AAFAF in bank manager check, certified check, or money order.

VI. PROPOSAL FORMAT

Interested Parties are solely responsible for delivery of their Proposals and must fulfill the requirements set forth in this Section and Article 8 of the Regulation. Proposals must be received on or before the Proposals Submission Date.

Proposals shall be delivered in paper format, one signed-wet ink executed original, two (2) copies and a digital copy in a PDF format downloaded to CD-ROM Disc or USB flash drive storage, in a sealed envelope and must be duly marked with "**Bid for Miramar Properties**". Also, the presentation letter shall include the name, mailing address, electronic address and telephone number of the Proponent and the name of its authorized representative for purpose of any notification. The presentation letter or envelope must not contain any information related to the economic offer, otherwise it shall be rejected and disqualified.

Proponents shall provide a certification that the information submitted, and the Proposal are true and accurate, and that the person signing the Proposal is authorized to submit the Proposal (**See Appendix 2**). The submission of a Proposal shall constitute a representation by the Interested Party that it understands

every guideline, requirement, term, and condition contained in: (i) this SBP, (ii) Chapter 5 of Act No. 26-2017; and (iii) the Regulation.

As set forth in Section 6 of Article 8 of the Regulation, if an Interested Party submits more than one Proposal, neither one shall be valid nor considered by the Committee. Also, a conditional offer or Proposal shall be rejected by the Committee, as set forth in the aforesaid Section. All Proposals must comply with this SBP, Chapter 5 of Act No. 26-2017 and the Regulation.

VII. OPENING OF PROPOSALS

All Interested Parties that have timely submitted their Proposal in accordance to this SBP and have satisfied the conditions and requirements of the Regulation will participate in real time through a virtual meeting of the bid opening where Proposals shall be opened by the Committee in a public session to be seen and heard by all attendees and to be celebrated on **Tuesday, October 1st, 2024 at 3:00 p.m.** Details for access to the remote virtual real time meeting shall be opportunely notified on AAFAF's webpage. All Proposals will be opened and read aloud. The order used to open the Proposals shall be the order in which the Committee received each of the Proposals. The envelope must contain all required documentation to be considered. Any Proposal received at the place designated after the exact time specified for receipt will not be considered and will be returned to the Proponent.

VIII. EVALUATION AND SELECTION CRITERIA

- a. The Committee will use one or more of the following criteria to evaluate, consider, rank, determine and select the Proposal to be awarded. In its evaluation, the Committee may consider all information contained in the Interested Parties' Proposals and any other information obtained by the Committee. The Evaluation and Selection Criteria herein set forth are not necessarily listed in order of importance. The Committee reserves the right to reject any and all Proposals at its sole and absolute discretion.
 - i. Payment of the Economic Offer, which represents the purchase price for the Miramar Properties is to be paid in full at the time of execution of the Deed of Sale. Such Economic Offer shall include the following (but not limited to):
 - An official commitment for any financing arrangement must be provided in the Interested Party's Proposal submission if it intends to finance a portion of the purchase price.
 - Verifiable documentation evidencing that the Interested Party has the available and unencumbered funds to pay-off the Economic Offer to the titleholder of the Miramar Properties, or an official binding and enforceable commitment letter from a reputable financial institution or eligible investor.
 - Interested Party's audited financial statements (last two years, if available).
 - Notwithstanding the above, if the Economic Offer is less than the Price, as set forth in the Mandatory Provisions in Part II (b)(1) of this SBP, such Proposal shall be disqualified and rejected.
 - ii. The proposed time to close the transaction. Committee expects that closing will occur with full payment no more than forty-five (45) days following the notice of award, unless it is extended by the Committee at its sole and absolute discretion.

- iii. The proposed use or development plans for the Miramar Properties which shall be guided by the criteria of best and highest use; and its integration with the urban and economic development plans of the central and municipal governments.
 - iv. The economic, social, urbanistic, or aesthetic impact of the proposed project.
 - v. The promptness in the execution of the development plans and revitalization of the Miramar Properties provided that any scheme that would allow a land banking and/or speculation will result in the rejection of the Proposal.
 - vi. Any other factor that Committee, at its sole discretion, deems necessary and convenient or relevant.
- b. Notice of Award. Based on the evaluation of the Proposals and the Evaluation and Selection Criteria, as set forth herein, the Committee will determine the awarded Proposal. The Committee will notify the result, by certified mail with return receipt requested within a thirty (30) day term after the award and/or by e-mail, to all Proponents who submitted Proposals and to the government titleholder. The award shall also be published at the website of AAFAF.
- c. Approvals. In all cases, the selection of the awarded Proposal and the execution of the Deed of Sale, shall require the approval of the Committee and/or any other mandatory approval, as may be required in order to execute the Deed of Sale, including but not limited, to any legal requirement imposed on PBA, as titleholder of the Miramar Properties. Furthermore, the Committee and/or PBA may include in the Deed of Sale other specific clauses or also adopt additional terms and conditions, or contractual clauses, including but not limited to, clear development and construction covenants, prohibition to sell during the development and construction period, right of first refusal and right of repurchase, if any of the Miramar Properties is not developed in an agreed upon timeframe which shall be adopted to prevent a land banking or speculation.
- d. Protests and Reconsiderations. Any Interested Party adversely affected by a notified decision made by the Committee may, within twenty (20) days of the postmark date of the notice of the award, present a motion for reconsideration before the Committee, as provided in Article 29 of the Regulation. Motion for Reconsideration shall be filed at the following address: Real Property Evaluation and Disposal Committee, P.O. Box 42001, San Juan, Puerto Rico 00940-2001, pursuant to Section 3.15 of the Act No. 38 of June 30, 2017, as amended, 3 L.P.R.A. §9655 (2017), known as the New Uniform Administrative Procedure Act of the Government of Puerto Rico (NUAPA). Any judicial review must be filed in accordance with Section 4.2 of NUAPA and applicable rules of the Rules of Procedure of the Puerto Rico Court of Appeals.

A request for reconsideration, and any other protest, shall be in writing, and state the name and address of the requesting party, shall contain a detailed and accurate statement of the legal and factual ground for the request, including copies of relevant documents, and shall specify the relief requested. **A request for reconsideration shall not stay the further action of the Committee related to the procurement process.**

A request for reconsideration or other protest that fails to comply with the time limits or procedures, or conditions stated above or provided in the applicable laws or regulations may be dismissed or

denied without reconsideration. Judicial review of the determinations made by the Committee will be governed by the laws of Puerto Rico.

The Committee shall require from the requesting party the posting of a bond, guaranty or other security to cover any expense or damage that might be suffered by Committee as a consequence of the undue staying of the proposal selection process caused by the request for reconsideration and/or judicial review. The guaranty, bond or other security must be presented to the Committee within two (2) working days from the date of submission of the request for reconsideration or judicial review. Should it be determined that the request for reconsideration or judicial review was frivolously filed, or was based on negligent or malicious allegations, the Committee may foreclose upon such security. The guaranty or bond to be required shall be issued by a surety or insurance company authorized to do business in Puerto Rico. Security may also be supplied in the form of a draft or certified check payable to the AAFAF. The amount of the security shall be no less than \$250,000.00.

IX. COMMITTEE'S RIGHTS AND DISCLAIMERS

- i. The sale of the Miramar Properties and its future development and/or use shall not be in contravention to the laws and/or regulations of the Government of Puerto Rico or Federal laws, rules and/or regulations. Interested Party must be responsible to conduct its due diligence to verify the permitted uses and development restrictions and limitations applicable to the Miramar Properties. Each Interested Party shall accept and agree to assume any and all cost associated to the due diligence activities of the Miramar Properties. Each Interested Party accepts and agrees to assume any cost associated to any and all necessary studies as part of the Interested Party's due diligence activities.
- ii. The notarial tariff shall be borne by the Interested Party and the Notary may be selected by the Committee in accordance with Articles 25 and 27 of the Regulation, respectively, except as otherwise agreed. Also, the awarded Proponent shall bear the costs of any documentary stamp to be cancelled on the original of the Deed of Sale, and the costs of any documentary stamp to be cancelled on the first certified copy of such Deed of Sale, including its recording fees as charged by the Registrar of Property.
- iii. The Committee assumes no liability regarding the measurements and surface area of the Miramar Properties, its tax property status nor any easement and restrictions covenants established and affecting the Miramar Properties. Each Interested Party shall be diligent and solely responsible for conducting their own evaluation to understand the restrictions or limitations that could affect the Miramar Properties or any development of the Properties and the availability or nonavailability of permits for the proposed construction and use of the Miramar Properties.
- iv. The Committee and/or PBA may, at their sole discretion, record restrictions on the Miramar Properties prior to executing the Deed of Sale to prevent a land banking or speculation.
- v. The Committee reserves its right, in its sole discretion to: (1) amend or withdraw this process at any time, (2) withdraw at any time from this process with no recourse afforded to any Interested Party, their respective entities, shareholders, and/or partners, and (3) choose a Proposal or reject any or all Proposals received in response to this SBP either on the basis of an evaluation of the

factors listed in this document or for other reasons, including any reason that best serves the interests of the Committee, PBA or the Government of Puerto Rico.

- vi. The Committee may enter into simultaneous or subsequent negotiations with Interested Parties that have submitted identical proposals to determine the final selection of the awardee. The Committee reserves the right to interview key personnel of the Interested Party before the award. Notwithstanding the above, in compliance with the Regulation, in all stages of the SBP, the Committee shall conduct the SBP in a fair and transparent manner to avoid any concern of undue influence, favoritism, preference or partiality in favor of any Interested Party. The Committee shall award the contract to the Interested Party that submits the most advantageous Proposal considered through a holistic approach.
- vii. **THE MIRAMAR PROPERTIES SHALL BE SOLD ON “AS IS, WHERE IS, WITH ALL FAULTS” BASIS.** The Committee makes no representations, warranties, or guarantees that the information contained herein or further provided is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the Miramar Properties and its vicinity, now or in the future. The furnishing of information by the Committee shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever, and each recipient of this document by submitting a Proposal to the Committee, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Committee, or any other third party who prepared a report for the Committee, liable or responsible therefore in any manner whatsoever. **Furthermore, no warranty or representation, express or implied, is made by the Committee or the PBA as to: (a) fitness of the Miramar Properties for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation, (g) compliance with specifications, (h) absence of latent defects, (i) condition or absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) wetlands, (m) utilities, (n) compliance with laws and regulations (including, without limitation, those relating to health, safety and the environment), (o) land area, (p) geometric configuration or topography, (q) quality and/or quantity of improvements, (r) access, (s) soil or subsoil conditions, (t) groundwater level, (u) zoning, (v) structural damages, (w) construction or use permits and their availability, (x) any other permits, approvals or authorizations issued or to be issued by or needed from government agencies affecting, related to, or necessary for the sale or for the development of the Miramar Properties, or (y) any other matter or thing affecting or related to the Miramar Properties, their development, construction, operation or functionality.**
- viii. This sealed bid process has been prepared solely to solicit responses and it is not a contract offer and is not binding on the Committee. Neither the expression of any organization’s interest, nor the submission of any organization’s qualifications and documents or other information, nor the acceptance thereof, by the Committee, nor any correspondence, discussions, meetings, or other communication between any Interested Party and the Committee, shall impose any obligation on the Committee to include the Interested Party in any further procedures which the Committee may utilize prior to the final designation of the award, nor shall be deemed to impose any obligation whatsoever on the Committee to such Interested Party or offeror or impose an obligation to discuss any Proposals with any Interested Party, nor shall be deemed to impose an obligation on the Committee to enter into negotiations with any Interested Party, nor shall entitle any Interested Party to compensation or reimbursement for costs or expenses incurred by such

Interested Party in connection with its Proposal's submission. No costs of responding to the sealed bid process or any addenda or amendment thereto, nor cost of attending any subsequent interviews or meetings in connection with this sale opportunity, shall be reimbursed by the Committee or by any department, agency or government instrumentality of the Government of Puerto Rico.

- ix. The Committee may consult references related to any of the Interested Parties regarding its prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposals. Submission of a Proposal in response to this process shall constitute permission for the Committee to make such inquiries, and authorization to third parties to respond thereto.
- x. Any information given to the Committee in any Proposal or any correspondence, discussion, meeting, or other communication between any Interested Party and the Committee before, with or after the submission of the Proposal, either orally or in writing, will not be, or deemed to have been, proprietary or confidential, although the Committee will use reasonable efforts not to disclose such information to persons who are not employees or consultants related to the Committee, except as may be required by laws or regulations of Puerto Rico. Use or disclosure of such information by the Committee may be made without obligation or compensation and without liability of the Committee of any kind whatsoever. The forgoing applies to any information, whether or not given at the invitation of the Committee. Any statement which is inconsistent with the foregoing provisions of this paragraph whether made as part of, or in connection with, any information received from any Interested Party or otherwise made at any time in any fashion and whether made orally or in writing, shall be deemed null and void and of no force or effect. The Committee's receipt or discussion of any information submitted in response to this SBP, including information submitted during discussions after said submittal does not, and will not impose any obligations whatsoever on the Committee, or entitle any such Interested Party to any compensation. Any information submitted in the Proposal shall become the property of the Committee. Selection or rejection of a Proposal does not affect this provision.
- xi. Neither the Committee nor any individual member, employee, officer, agent or consultant thereof shall be charged personally by any Interested Party or held liable to it under any term or provision of this SBP or any statements made in connection hereto.
- xii. Except for questions on or before the date indicated in the Timeline in Part II(c) of this SBP, communications with other representatives of the Committee, AAFAF, PBA or the Government of Puerto Rico regarding any matter related to the contents of this process are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proposal.
- xiii. The Committee reserves its unqualified right, in its sole discretion, to disqualify any team, firm or individual from any phase or component of the process or this purchase and sale opportunity, due to felonious or other criminal record in any jurisdiction (domestic or foreign).

- xiv. By providing a Proposal in response to this SBP, each Interested Party and each person signing on behalf of any Interested Party certifies, and in case of a joint venture, each party thereto certifies, as to its own organization, that the terms of its Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other Interested Party or with any competitor; the terms of its Proposals have not been and will not be knowingly disclosed, directly or indirectly, by the Interested Party prior to the official opening of such Proposals, to any other Interested Party or to any competitor; and no attempt has been made and none will be made by the Interested Party to induce any other person, partnership, or corporation to provide or not to provide a Proposal for the purpose of influencing competition.

Jueves 30 de marzo de 2023

VIA E-mail gerardo.crespo@aep.gobierno.pr

Ing. Gerardo Crespo, Director
Área De Desarrollo Proyectos
Autoridad de Edificios Públicos
P.O. Box 41029
San Juan, PR 00940-1029

RE: INFORME: Inspección Visual & Recomendaciones para:
AEP 1460: Antiguo Hotel Leanders, Terrenos Dept. Justicia
FW47+PH3 Calle Olimpo, San Juan PR 00907

Ing. Crespo:

Este informe presenta los hallazgos de nuestra visita de inspección visual de las estructuras que componen al edificio del Antiguo Hotel Leanders, en epígrafe, realizada el jueves 16 de febrero de 2023 a las 11:10am. El motivo de la visita fue el realizar una inspección visual del estado de deterioro del edificio y pérdida de sección en elementos de acero para poder comentar sobre posibles métodos de reparación.

Información Suministrada & Disponible.

Durante la visita de inspección ocular se tomaron un total de (44) fotografías para documentar nuestros hallazgos.

Al momento de nuestra visita y redacción de este informe no se nos ha provisto información referente a la construcción de las estructuras existentes tal como planos de construcción, fotografías o informes de inspección, dibujos de taller e instalación, remisiones, ni estudios geotécnicos. Por esta razón, una evaluación detallada del criterio estructural utilizada en el diseño original no es posible en estos momentos. Todas las recomendaciones y conclusiones que hacemos en este reporte están basadas en nuestra inspección ocular de la estructura.

Sistema Estructural:

En forma general el edificio es de forma rectangular de 6 niveles de altura. El sistema estructural esta formado por losas unidireccionales de hormigón sobre mallas de metal que descansan sobre vigas secundarias de acero que van desde los pórticos y muros exteriores de fachada hacia pórticos intermedios de hormigón, que proveen resistencia a todas las cargas gravitatorias. Las cargas laterales se resisten por pórticos de fachada perimetral en combinación con el núcleo de escalera central.

Como se describe, el sistema se puede clasificar según ASCE 41-17 como Tipo C-1 y ASCE 7-16 Tabla 12.2-1 como un "Sistema pórticos resistentes a momento" con pórticos de hormigón tipo ordinarios (C.7) con factor de modificación de respuesta $R=3$, factor de sobre resistencia $\Omega = 3$ y factor de amplificación de deflexión $C_d = 2.5$, NO permitido por el código actual.

Observaciones Generales:

Se realizó un recorrido interior y exterior del edificio con énfasis en las áreas de deterioro avanzado, corrosión y agrietamientos.

En forma general el edificio Leanders se encuentra en un estado avanzado de deterioro y abandono por falta excesiva de mantenimiento. No tiene ventanas ni puertas y su acceso no está restringido totalmente a transeúntes.

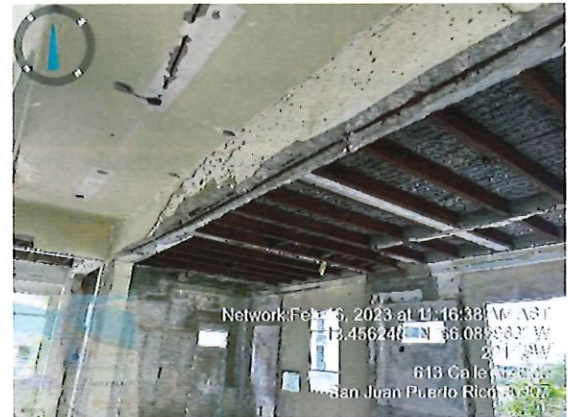
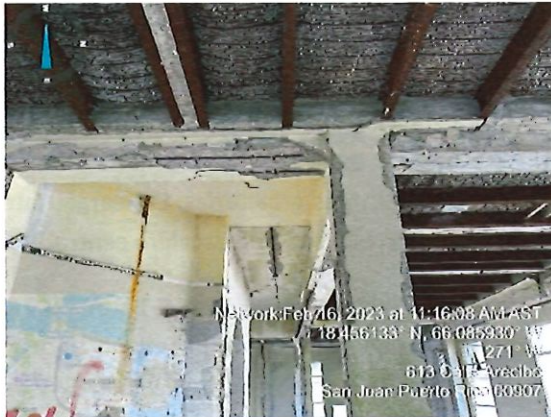
Observación Elementos Estructurales.

En general la estructura tiene las siguientes condiciones:

1. En varios niveles, principalmente en áreas de esquina, las vigas secundarias se perdieron en su totalidad por corrosión y la losa esta próxima a colapsar. En estas áreas se puede observar niveles avanzados de corrosión y pérdida de recubrimiento en los elementos secundarios.



2. Varias vigas secundarias del pórtico central de hormigón están en estado avanzado de corrosión y muestran amplio desprendimiento de la cubierta y pérdida de área en refuerzo.



3. Hay esquinas colapsadas de las losas en los pisos superiores.



En general la mayor parte de las vigas secundarias de acero presentan altos grados de corrosión y no son reparables por lo que deben ser sustituidas.

Otras áreas:

No se observaron otras áreas ni se señalaron otras deficiencias.

Comentarios de Reparación

Los daños observados y el nivel de deterioro de la parte estructural edificio propone un costo de reparación que se puede estimar en estos momentos sobre los \$75/SF, basado en experiencias reciente, lo que lo sitúa muy por encima del costo de construcción para una estructura similar nueva. En adición hay que añadir los costos de construcción de las otras partes del edificio; como arquitectura, métodos de salida, accesibilidad, eléctrica, mecánica y plomería que tienen que como mínimo seguir el *International Existing Building Code* (IEBC-2021) y todos estos elementos nuevos deben cumplir con el IBC-2018, lo que pone el costo total de reconstrucción sobre los \$250/SF, a este nivel esquemático.

Si el edificio sufre un cambio de uso o durante la reparación y remodelación se alteran los elementos de carga gravitatoria y lateral, el edificio en su totalidad debe cumplir con el IBC-2018, según IEBC § 506, lo que puede incluir costos de construcción adicionales, no estimados en este informe.

De acuerdo con el IEBC-2021 el edificio se puede considerar como no-seguro, según definición del capítulo 2,

*“**UNSAFE.** Buildings, structures or equipment that are unsanitary, or that are deficient due to inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or in which the structure or individual structural members meet the definition of “Dangerous,” or that are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance shall be deemed unsafe. A vacant structure that is not secured against entry shall be deemed unsafe.”*

En adición su restablecimiento a condiciones razonablemente actuales se puede considerar “impráctica” o no “viable” según el código §202, por sus costos elevados de reparación.

El IEBC-2021 § 115.1 y §117.1, dan la oportunidad al dueño y Oficial de Código par declarar estructuras en condiciones no-seguras para su demolición y remplazo.

“Section 117 Demolition

[A] 117.1 General

The code official shall order the owner or owner's authorized agent of any premises on which is located any structure that in the code official's judgment is so old or dilapidated, or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation of occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure....”

El nivel de deterioro, falta de mantenimiento y acceso al edificio abandonado sumado a los altos costos de reparación y reconstrucción hacen impráctico su rehabilitación y el Código actual permite su demolición.

Conclusiones y Recomendaciones

De la inspección ocular y recorrido de el Antiguo Hotel Leanders podemos concluir que el daño por corrosión y falta general prolongada de mantenimiento sumado a otros elementos, caracterizan a la estructura como una no-segura y su rehabilitación, reparación y reconstrucción se estima "impráctica", según definición del IEBC, poniendo su costo muy por encima del costo de una estructura similar de construcción nueva.

Por esto se RECOMIENDA la demolición de la estructura para la mejor utilización del espacio y provecho de la comunidad cercana.

Atentamente,
GREEN ENGINEERING GROUP, PSC


JOSE M. GREEN, MSCE, P.E.
PRESIDENTE.



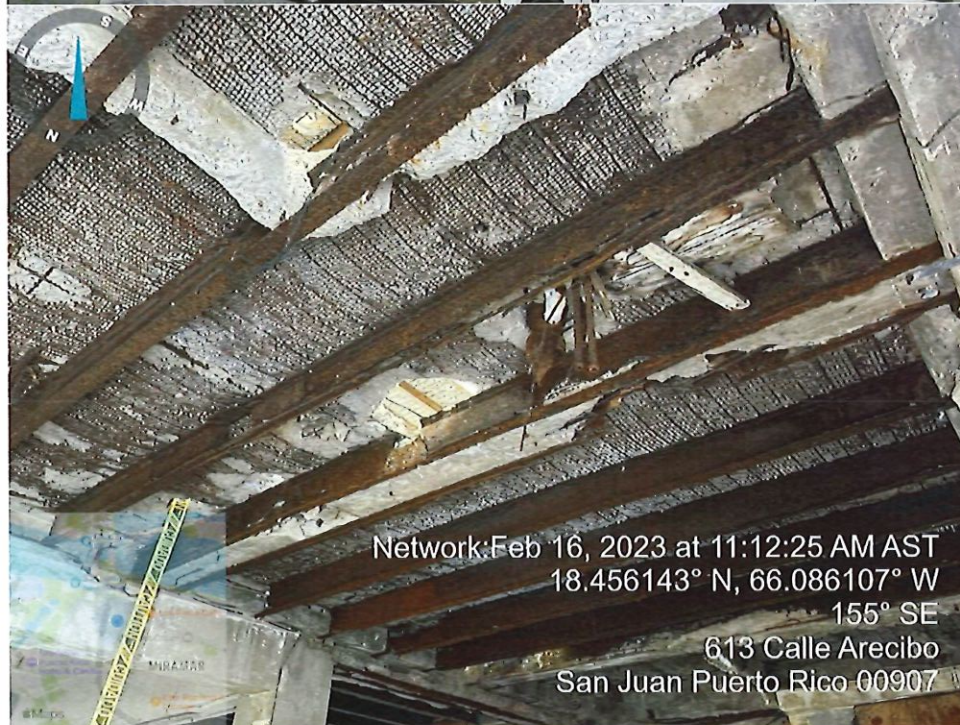
Anejos: Apéndice A – Resumen Fotográfico

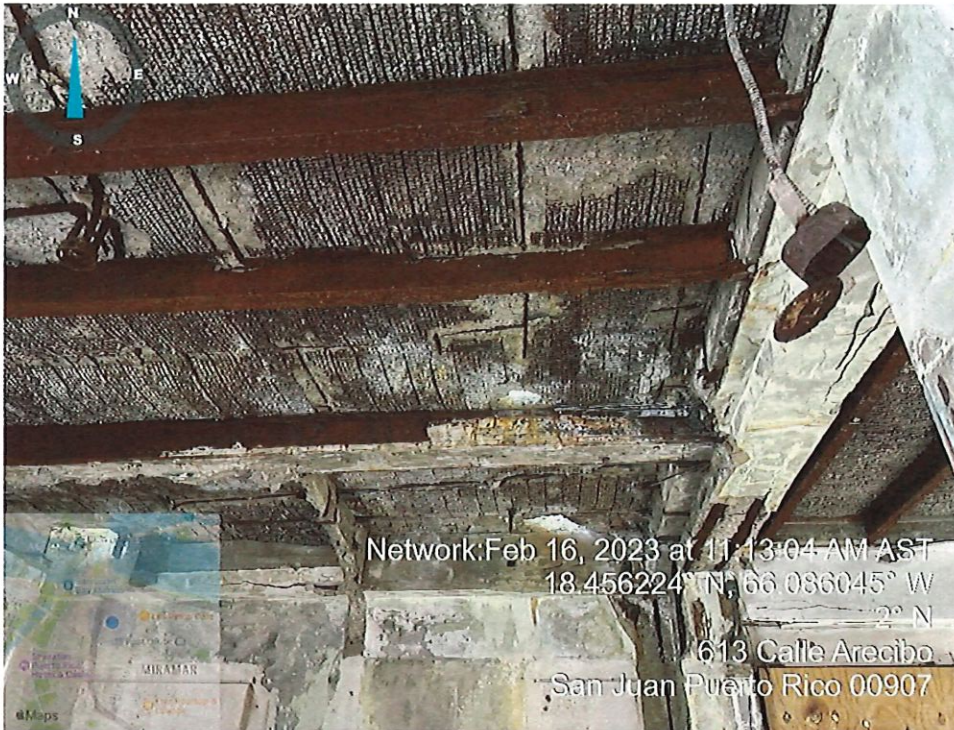
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APENDICE A:

Resumen fotográfico.

Resumen Fotográfico

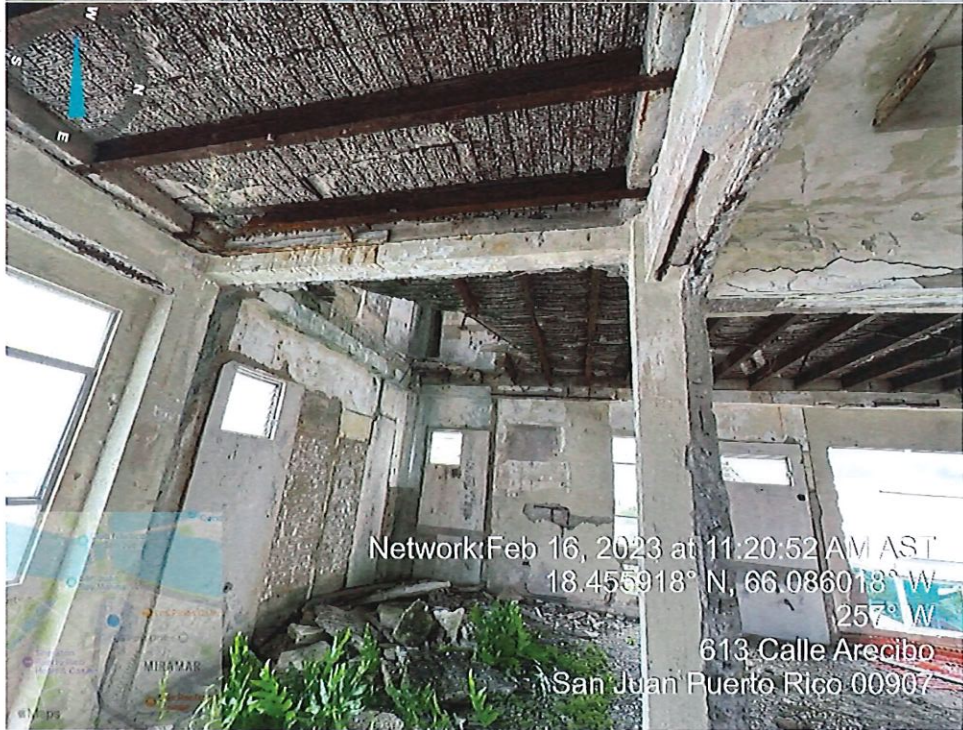












FIN DE RESUMEN.

APPENDIX 2

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 Miramar Properties, owned by the Puerto Rico Public Buildings Authority (hereinafter, the “PBA”), 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, PBA 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.
- 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 PBA, 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 PBA.

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, PBA or the people of Puerto Rico.

IN WITNESS THEREOF, the Interested Party has executed this Proposal Certification Form this ____ day of _____, 2024.

[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)

