



AGUSTIN STAHL SCHOOL
SEALED BID PROCESS (AS IS, WHERE IS, WITH ALL FAULTS)
BID DEADLINE: WEDNESDAY, MAY 15TH, 2024.



I. Description

This Sealed Bid Process, as described herein, is for a disused governmental property, known as “Agustín Stahl School” (hereinafter referred to as “The Property”), whose operations ceased by Department of Education in 2018. The Property comprises a four (4) building public school facility with a gross area of 19,612 square feet of gross building area and 3,006 square feet of covered hallways and staircase area for a total gross construction area of 22,618 square feet. Site improvements include concrete walkways, concrete open paved areas, handicap ramps, small basketball court, a perimeter concrete and chain-link fence, two (2) gates and typical utility connections. The Property has a land area of 2,439.0245 square meters and it is composed of four buildings of one to two (2) stories.

The following table distributes the gross building and construction areas, and stories by structure.

Distribution of GBA and GCA						
Building	Story	GBA (SF)	Type of Construction	GCA (SF)	Ceiling Height	
Main Building	2	10420	Concrete	10420	13'	
Hallways & Stairs			Concrete	1596	13'	
Classroom Building	2	6162	Concrete	6162	8' to 10'	
Covered Hallways			Concrete	1020	10'	
Classroom Building	1	2430	Concrete	2430	8' to 10'	
Classroom Building	1	600	Concrete	600	8'	
Covered Hallway			Concrete	390	10'	
Total		19612		22618		

a. Location

The property is located East of State Road PR-440 (José De Jesús Esteves Street), Pueblo Ward of Aguadilla, Puerto Rico. In terms of accessibility, the State Road PR-2 and the Aguadilla Shopping Mall lies less than .25 miles west from the Property; about 5 miles south from the Rafael Hernández Airport; and about 12 miles north from the Mayaguez Municipality. Commercial uses surrounding it include office buildings, institutional facilities, retail outlets, restaurants, and service shops. The Property stands in a neighborhood with adequate urban infrastructure, amenities, and utilities available where a balanced mix of high density residential, commercial, industrial, and institutional uses are converged.

b. Site Coordinates

Latitude: 18.42669717

Longitude: -67.15516740

c. Zoning

Institutional service (DT-G)

d. Flood Conditions

According to FEMA Flood Map No. 720000C0145J, last revised on April 13, 2018, the Property lies within the flood prone area - Zone AE.

e. Liens and Encumbrances.

The Property is free and clear of liens and encumbrances.

f. Property Tax Id. (parcel no.)

045-026-107-14-000

g. Puerto Rico Property Registry (Registro de la Propiedad)

Parcel of land located at the Pueblo Ward of the Aguadilla Municipality with a surveyed area of 2,439.0245 square meters (0.6206 cuerda), bounded to the North by land of Aguadilla Bay LLC and Universal Technology of Puerto Rico; to the South, with the Municipality of Aguadilla; to the East, by Ramón E. Betances Street; and to the West, with the José De Jesús Esteves Street, according to Land Survey JEB-3943 prepared on October 27th, 2023. This parcel is recorded as properties 1021 and 884 at the Puerto Rico Registry Property, Aguadilla Section, pending to be grouped and recorded as a new land parcel at the Registry, after the Puerto Rico Department of Transportation and Public Works (hereinafter referred to as "DTOP") receives the approval from Puerto Rico Planning Board to the rectification of the registered area, case no. 2023-01-JGT-0106.

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" (hereinafter, the "Committee"). The aforesaid Act empowers the Committee to take action, 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 (hereinafter, the "Regulation"). The Committee shall dispose the Property 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 are intended to assist the proponents (hereinafter, "Interested Parties" or "Proponents") in preparing their Proposals and will establish 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 Wednesday, May 15TH, 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
2nd Floor
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

A digital copy in a PDF format of the presentation letter must be submitted via electronic mail to the following address: cedbi@aafaf.pr.gov. The presentation letter submitted via electronic mail shall include the Property name. 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. The presentation letter must not contain any information related to the economic offer, otherwise it shall be rejected and disqualified.

b. Mandatory Guidelines.

- i. The following mandatory guidelines shall rule and guide the content of the submittal of each proposal which may be supplemented with other augments (hereinafter, the "Proposal"):

1. PRICE:	YOUR OFFER¹ WHICH CANNOT BE LESS THAN FOUR HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$465,000.00)
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 GRAPHICALLY ILLUSTRATING THE INTENDED DEVELOPMENT FOR THE PROPERTY ALONG WITH THE TIMELINE TO ATTAIN SUBSTANTIAL COMPLETION OF THE PROJECT IS A REQUIREMENT FOR THE SUBMISSION. THE CONTINUOUS OPERATION OF THE PROPOSED USE SHALL BE INCLUDED AS A BUYER'S AFFIRMATIVE COVENANT IN THE DEED OF PURCHASE AND SALE.
5. FILING FEES:	\$500.00 (NON-REFUNDABLE)
6. DEPOSIT:	10% OF THE OFFERED PRICE MUST ACCOMPANY THE OFFER ("DEPOSIT") WHICH SHALL NOT BE LESS THAN \$46,500.
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, EXCEPT AS OTHERWISE AGREED WITH DTOP
9. CLOSING DATE:	MUST OCCUR 45 DAYS FROM NOTICE OF AWARD

- ii. This Mandatory Guideline may be subject to change at the Committee's sole discretion, provided that any modification shall be announced on AAFAF's webpage.
- iii. 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 email. Rejected Proposals and earnest money checks (or deposits) will be returned via certified mail within fifteen (15) business days after the Committee

¹ A conditional offer subjected to a financial contingency shall be rejected by the Committee.

notifies the award or they could pick it up personally or by messenger or courier, if preferred.

C. SEALED BID PROCESS TIMELINE

TARGET DATE	EVENT
WEDNESDAY, FEBRUARY 28 TH , 2024	PUBLICATION OR ISSUANCE OF THE SBP
WEDNESDAY, MARCH 6 TH , 2024 AND THURSDAY, MARCH 7 TH , 2024	SITE VISIT AND WALK-THROUGH
THURSDAY, MARCH 7 TH , 2024, THRU FRIDAY, MARCH 15 TH , 2024	PERIOD FOR QUESTIONS
UNTIL TUESDAY, APRIL 2 ND , 2024	PERIOD FOR ANSWERS
WEDNESDAY, MAY 15 TH , 2024	PROPOSALS SUBMISSION DATE NO LATER THAN 4:00PM
THURSDAY, MAY 16 TH , 2024	PROPOSAL OPENING – 3:00PM
TUESDAY, JUNE 4 TH , 2024, TO THURSDAY, JUNE 6 TH , 2024	INTERVIEWS (IF NECESSARY)
WEDNESDAY, JUNE 26 TH , 2024	TARGET DATE FOR SELECTION

D. SITE VISITS

In the event that any Interested Party desires to visit the Property, the Committee will permit such site inspections on:

- **Wednesday, March 6th, 2024, from 10:00am to 2:00pm; and**
- **Thursday, March 7th, 2024, from 10:00am to 2:00pm.**

An employee or authorized officer of DTOP and/or the Committee will be at the Property on said date and will register the name of the attendee of each Interested Party, as required by the Regulation, affording access to the Property. Each Proponent is responsible to visit the Property 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 sealed bid process to acquire the Property from the Government of Puerto Rico, 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 and the corporate by-laws, partnership deed or contract or organizational document governing the enterprise, as applicable;
 3. If a non-profit entity is the Interested Party, it must provide the current tax exemption certificate duly validated by Puerto Rico Treasury Department or by the Internal Revenue Service in the case of a tax-exemption under Section 501(c)(3) of Title 26 of the United States Code.
 4. Corporate Resolution authorizing the participation of the entity in the process to buy the Property;
 5. 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.
 6. Certificate from the Puerto Rico Treasury Department attesting the filing of income tax returns for the last five (5) years;
 7. Certificate of Tax Debt from the Puerto Rico Treasury Department. Should there be any debt, it must show an approved payment plan and a certification stating that the entity is in compliance with said plan;
 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 approved payment plan has been established and a certification stating that the entity is in compliance with said plan;
 9. Certificate from the Child Support Administration (ASUME, by its Spanish acronym) stating that the entity is in compliance or it has no outstanding debt; and
 10. A Sworn Statement from the entity duly represented by an authorized representative to the effect that the entity 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.

- b. If an **individual** who participates in the sealed bid process to acquire the Property from the Government of Puerto Rico, 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 approved payment plan has been established and a certification stating that the Proponent is in compliance with said plan;
 3. 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 approved payment plan has been established and a certification stating that the proponent is in compliance with said plan;
4. Certificate from the Child Support Administration (ASUME) stating that the Proponent has no outstanding child support debt; and
 5. A Sworn Statement that 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, and that he or she have not been convicted for the crimes set forth in the aforesaid Act.

IV. QUESTIONS

Any questions regarding this SBP or the evaluation of Proposals must be submitted on or before **FRIDAY, MARCH 15TH, 2024**, no later than 4:00 p.m. (AST) 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 **TUESDAY, APRIL 2ND, 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, which shall be equivalent to ten percent (10%) of the offered price and shall be credit to the price if the Proponent obtains the award. The Deposit shall be no less than \$46,500.00 nor greater than \$300,000.00, provided that \$10,000.00 from the Deposit corresponding to the awarded Proposal are 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 is granted 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.

Both the Filing fee and the Deposit shall be payable to the AAFAF in certified bank 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 thereof and a digital copy in a PDF format, in a sealed envelope and must be duly marked with "**Bid for Agustín Stahl School**". Also, the presentation letter or envelope 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 contained in the Proposal are true and accurate, and that the person signing the Proposal is authorized to submit the Proposal (**See Appendix 1**). The submission of a Proposal shall constitute a representation by the Interested Party that it understands every guideline, requirement, term, and condition of this SBP and Article 8 of 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 on a Proposal shall be rejected by the Committee, as set forth in the aforesaid Section. All Proposals must comply with the SBP 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 virtual meeting to conduct the opening of Proposals. The Committee shall host such virtual meeting in a public session to be seen and heard by all Proponents and to be held **on THURSDAY, MAY 16TH, 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 be sealed and shall contain all required documentation to be considered. Any Proposal received at the place designated after the exact time specified for receipt shall be rejected and not 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 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. Economic Offer, which represents the purchase price for the Property to be paid at the time of execution of the Deed of Sale. Such Economic Offer shall include the following assurances (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 Property, 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 Minimum 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 Property, which shall be guided by the criteria of highest and best 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 Property 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.
- 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 DTOP, as titleholder of the Property, in representation of the Government of Puerto Rico. Furthermore, the Committee and/or DTOP 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 the Property is not developed in the agreed upon timeframe 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 and pursuant to Act No. 38 of June 30, 2017, as amended, known as the New Uniform Administrative Procedure Act of the Government of Puerto Rico (NUAPA). A 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. 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 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

The sale of the Property 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 Property. Each Interested Party shall accept and agree to assume any and all cost associated to the due diligence activities of the Property. 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.

The notarial tariff charged for the execution of the Deed of Sale 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. 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 charged by the Registrar of Property.

The Committee assumes no liability regarding the measurements and surface area of the Property, its tax property status nor any easement and restrictions covenants established and affecting the Property. Each Interested Party shall be diligent and solely responsible for conducting their own evaluation to understand the restrictions or limitations that could affect the Property or any development of the Property and the availability or nonavailability of permits for the proposed construction and use of the Property.

The Committee and/or DTOP may, at their sole discretion, record restrictions on the Property prior to executing the Deed of Sale to prevent land banking or speculation.

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 process 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, DTOP or the Government of Puerto Rico.

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 mentioned, 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.

THE PROPERTY 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 Property 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 reasons 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 DTOP as to: (a) fitness of the Property 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, (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 Property, or (y) any other matter or thing affecting or related to the Property, its development, construction, operation or functionality.**

This SBP 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 SBP 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.

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 SBP shall constitute permission for the Committee to make such inquiries, and authorization to third parties to respond thereto.

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.

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.

Except for questions on or before the date indicated in the Timeline, communications with other representatives of the Committee, AAFAF, DTOP or the Government of Puerto Rico regarding any matter related to the contents of this SBP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proposal.

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).

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.

View as of June 15, 2023.





View South along State Road PR-440. Subject at left side of the road.



View north along the Betances Street. Subject at right side of road.