



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

REQUEST FOR PROPOSALS MARKET RENT ANALYSIS FOR INDUSTRIAL PROPERTIES

[RFP FY2024-0001]

Issued by:

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

Expected Issue Date:

January 24th, 2024

Proposal Due Date:

February 28th, 2024, at 11:59 p.m. AST

Submit to:

PRIDCO-Response@pridco.pr.gov



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1. DEFINITIONS

- A. **“Applicable Law”** means any law, statute, ordinance, code, rule or regulation, federal or local, as well as any order, writ, injunction, decree, ruling, determination, award, permit or variance of any federal or local governmental body, in effect now or as it may become applicable in the future, or any binding agreement with any federal or local governmental body, including technical standards, codes and specifications.
- B. **“Board”** means the Board of Directors of Puerto Rico’s Industrial Development Company.
- C. **“Commonwealth”** means the Commonwealth of Puerto Rico.
- D. **“Definitive Agreements”** means the written agreements negotiated and agreed to between the Selected Proponent and PRIDCO, as may be required and mutually acceptable.
- E. **“Evaluation Committee”** refers to a committee designated by PRIDCO, which will evaluate all complete Proposals pursuant to the criteria listed in this RFP. The Committee shall be composed of at least five (5) members, which shall include: one (1) representative from the Executive Director; PRIDCO’s Chief Real Estate Officer; one (1) representative from PRIDCO’s Property Administration Office; one (1) representative from the Department of Economic Development & Commerce’s Legal Department; and one (1) representative from the Department of Economic Development & Commerce’s Finance Office.
- F. **“Government”** refers to the Government of Puerto Rico, or any Government Entity and/or municipalities.
- G. **“Government Entity”** refers to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the executive branch, whether existing or to be created.
- H. **“Key Individuals”** means an individual who will play an important role in the engagement or contract on behalf of a team member resulting from this RFP.
- I. **“Market Rent”** means the rental income that a property would probably command in the open market.
- J. **“Portfolio”** means the inventory of PRIDCO’s Trusteed and Non-Trusteed industrial and commercial use of buildings and lots.
- K. **“Preferred Proponent”** means a responsive and responsible Proponent whose Proposal meets the requirements of this RFP, was awarded the highest score and will be selected to negotiate a potential contract with PRIDCO.
- L. **“PRIDCO”** means Puerto Rico Industrial Development Company.
- M. **“Properties”** means trusteed, and non-trusteed buildings and land owned by PRIDCO.



- N. **“Proponent”** means a(n) (i) natural person, (ii) legal entity, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.
- O. **“Proposal”** means a formal offer submitted in response to this RFP. **“Public Interest”** means any government action directed to protect and benefit citizens at large, whereby essential goods and services are provided for the welfare of the population.
- P. **“RFP”** means this Request for Proposals and the addenda issued by PRIDCO.
- Q. **“Selected Proponent”** means the successful proponent to whom the RFP is awarded.

2. INTRODUCTION

2.1. Background

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

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

2.2. Intent

PRIDCO is issuing this Request for Proposals (the “RFP”) to procure services from a firm, individual or consultant (“Contractor”) to provide a Market Rent analysis for industrial properties in Puerto Rico.

The purpose of this analysis is to estimate the actual Market Rent for varying industrial spaces throughout the different regions that comprise the private industrial market. PPropósito, Puerto Rico’s Economic



Development Strategic Plan, contains the roadmap for increasing Puerto Rico’s competitiveness. Infrastructure availability and ease of doing business are quintessential for the competitiveness equation. Low business costs are central to the need of promoting ease of doing business. Therefore, increasing PRIDCO’s current rental rates cannot and should not be dependent exclusively on Puerto Rico’s private sector industrial rental rates. On the contrary, it should depend on what our competitors abroad are charging for similar square footage, service, and offerings. Consequently, the industrial market rent analysis must include an evaluation and understanding of the rates of jurisdictions that directly compete with Puerto Rico for the establishment and expansion of industrial and manufacturing operations including, without limitation, the following: North Carolina, South Carolina, Texas, California, Arizona, Mexico, El Salvador, Costa Rica, Panama, Dominican Republic, Ireland, Singapur, Korea, among others.

Contract Term

PRIDCO reserves the right to re-bid the contract if the Proponent breach the terms of the contract.

3. GENERAL INFORMATION

3.1. RFP Timeline

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

Target Date	Event
January 24th, 2024	Issue RFP
January 31st, 2024	Deadline for submission of Proponent questions
February 7th, 2024	Anticipated date for responses to questions
February 28th, 2024	Proposal Submission Deadline
March 13th, 2024	Announcement of Selected Proponent(s)

PRIDCO reserves the right to schedule in-person meetings with Proponents, as needed to address common questions and ensure all parties are adequately informed about the RFP. PRIDCO reserves the right, at its sole discretion, to adjust the RFP Timeline as it deems necessary. Proponents will be notified of any date changes via email.



3.2. Prohibited Communications

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

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

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

3.3. Questions & Request for Clarification

Any questions, requests for clarification and general information requests regarding this RFP or the evaluation of Proposals shall be submitted on or before **January 31st, 2024** via electronic mail to PRIDCO-Response@pridco.pr.gov, using the question form included herein as **Attachment B**. No telephone inquiries will be accepted. PRIDCO will compile a summary of all questions submitted and will provide one consolidated response document for all proponents. Answers are anticipated to be issued by **and the date specified herein and** will be posted in PRIDCO's website at www.pridco.pr.gov. PRIDCO reserves, at its sole discretion, the right to respond or not to any questions, requests for clarification and/or general information request. Only written responses posted on the website will be considered official responses.



3.4. Local Participation Revisions to the RFP (Addenda)

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

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

3.5. No Obligation to Contract

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

3.6. Proposal Submissions and Withdrawal

Proposals shall be submitted no later than **February 28th, 2024** at 11:59 p.m. Atlantic Standard Time (AST). Responses to the RFP submitted after the deadline will not be accepted under any circumstances. Proposals must include any exhibits, appendices and/or attachments necessary to be deemed complete and, consequently, duly submitted.

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

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



4. SCOPE OF SERVICES

4.1. Purpose

PRIDCO hereby requests proposals from experienced and qualified firms, individuals, or consultants, to provide a Market Rent Analysis for Industrial Properties in Puerto Rico. The purpose of this analysis is to estimate the actual Market Rent for varying industrial spaces within the different zones that comprise the private industrial market. PPropósito, Puerto Rico's Economic Development Strategic Plan, contains the roadmap for increasing Puerto Rico's competitiveness. Infrastructure availability and ease of doing business are quintessential for the competitiveness equation. Low business costs are central to the need of promoting ease of doing business. Therefore, increasing PRIDCO's current rental rates cannot and should not be dependent exclusively on Puerto Rico's private sector industrial rental rates. On the contrary, it should depend on what our competitors abroad are charging for similar square footage, service, and offerings. Consequently, the industrial market rent analysis must include an evaluation and understanding of the rates of jurisdictions that directly compete with Puerto Rico for the establishment and expansion of industrial and manufacturing operations including, without limitation, the following: North Carolina, South Carolina, Texas, California, Arizona, Mexico, El Salvador, Costa Rica, Panama, Dominican Republic, Ireland, Singapur, Korea, among others.

4.2. Rate Card Criteria

PRIDCO's actual rent rates are based on a Market Rent study conducted in October 2002, which divides the rents by regions or zones. It is included as an **Attachment E** the map of the zones divided by PRIDCO with its rent rates. As of today, PRIDCO divides its rental rates between five (5) zones. These zones are:

- **Zone 1** - San Juan, Carolina, Trujillo Alto, Caguas, Guaynabo, Bayamón and Cataño.
- **Zone 2** - Río Grande, Humacao, Las Piedras, Juncos, Gurabo, San Lorenzo, Cidra, Cayey, Toa Alta, Toa Baja, Dorado, Vega Alta and Vega Baja.
- **Zone 3** - Fajardo, Luquillo, Ponce, Manatí, Barceloneta, Arecibo, Mayagüez and Aguadilla.
- **Zone 4** - Canóvanas, Aguas Buenas, Guayama, Salinas, Coamo, Santa Isabel, Villalba, Juana Díaz, Peñuelas, Guayanilla, Yauco, Guánica, Sábana Grande, San Germán, Lajas, Hormigueros, Cabo Rojo, Rincón, Añasco, Moca, San Sebastián, Isabela, Quebradillas, Camuy and Hatillo.
- **Zone 5** - Culebra, Vieques, Ceiba, Naguabo, Loíza, Yabucoa, Naguabo, Patillas, Arroyo, Comerío, Naranjito, Barranquitas, Aibonito, Orocovis, Morovis, Ciales, Florida, Jayuya, Utuado, Adjuntas,



Lares, Maricao, Las Marías and Aguada.

The rental rate card should be developed with rental ranges for each geographic zone. These ranges should also have adjustments based on the following criteria:

- Individual Municipality
- Building type (as provided by PRIDCO)

The Selected Proponent shall recommend the rental rate cards based on the criteria listed herein in addition to any other pertinent criteria they deem to be necessary. Potential criteria to be considered may consist of, but is not limited to, (i) occupancy history, (ii) building quality, (iii) tenant history, and (iv) special building improvements. More importantly, the rental rate cards should further and protect Puerto Rico's competitiveness; promote industrial establishment and manufacturing expansion; ensure that Puerto Rico is attractive for investment; and consistent with the public policy of making Puerto Rico the ideal place to do business.

Additional information regarding PRIDCO's properties and pertinent to the scope of this RFP may be shared with the Selected Proponent upon request and after PRIDCO's evaluation.

4.3. Required Support

The Selected Proponent shall provide a detailed PDF report with all accompanying support that clearly outlines how the RFP rate card ranges were developed. This support should include but is not limited to, (i) site visit reports/photos (each zone should be visited at least once but visits to all individual properties are not required), (ii) rental rates of recently leased comparable properties, (iii) discussions with local market participants and all additional background proponents deem to be necessary for evaluation; (iv) comparison and contrast of the rental rates of similar industrial properties on other states and jurisdictions and the reasons for the difference, if any.

4.4. Deliverable

The Selected Proponent should prepare the rental rate card ranges in PDF format with accompanying narrative report supporting the findings as well as in an excel data friendly format that can be easily applied to the current PRIDCO Portfolio data. PRIDCO reserves the right to require the deliverable to be



supplemented and/or expanded as to any criteria whatsoever. PRIDCO also reserves the right to ask the selected proponent to take into consideration additional criteria not contemplated herein.

5. EVALUATION AND SELECTION

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

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

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

5.1. Evaluation Criteria

Proposals will be scored pursuant to the evaluation criterion described in **Attachment C**.

1) **Description of the Contractor.** Please describe or provide the following, as applicable: The date of formation of your firm, organizational structure, jurisdiction of formation and ownership structure, if applicable, name, title, location and contact information of the person that will directly oversee the services that you propose to provide, and who should be contacted about your proposal. A description of any judgments, verdicts, lawsuits, claims, arbitration proceedings or other judicial or administrative proceedings, pending or outstanding, against your company or its officers. A description of any lawsuit or claim, or request for arbitration with respect to any contract filed by your firm in the past seven (7) years. Finally, a description of any default your company had under a contract occurring in the past ten (10) years.

2) **Experience of Proposed Services.** Provide your company profile.

3) **Budget.** Provide a detailed description of your estimated costs, broken down by type of services.

4) **Conflicts of Interest.** In order to allow initial assessment of potential conflict of interest, please provide a brief description of any potential conflicts of interests your firm may have in providing the services herein, including any descriptions of work that your company has performed for the Commonwealth, the



Government, any of its instrumentalities or any creditors or guarantors of indebtedness in relation to their activities in the Commonwealth. Indicate whether this activity is ongoing and, if not, when it was concluded.

5) **References.** Please provide names and complete contact information of at least two (2) business references that are directly relevant to the activities anticipated by this process; and a brief description of the services you provided to each reference.

6) **Relevant Information.** Provide any other relevant information that you believe might be helpful to evaluate the proposal submitted.

5.2. Evaluation score (total 100 points):

1. **Experience (35 points).** Proponents' experience will be evaluated from a technical and operational perspective. In addition, the Evaluation Committee will evaluate the Proponent's financial capability to manage the expansive portfolio of industrial parks and properties.
2. **Financial Capacity (15 points).** Proponent's financial capacity to carry out this engagement, based on the Proponent's financial statements.
3. **Operational Capacity (15 points).** Proponent's operational capacity to carry out the scope of services, based on the Proponent's size and presence across the island.
4. **Required documentation (10 points).** Proponent's Proposal complies with all RFP requests for substantial and material information.
5. **Validated references (5 points).** The Evaluation Committee will validate the performance of engagements carried out by the Proponent for previous clients.
6. **Proposals Financial Offering (20 points).** Proponent's financial offer will be evaluated pursuant to the competitiveness and affordability of fees. This will be important during the consideration in the final selection. Higher point scores will be awarded to the Proponent who offers the most competitive fee structure.

5.3. Short-listed Interview

The Evaluation Committee reserves the right, at its sole discretion, to invite Proponents to attend an interview with the Evaluation Committee. If the Evaluation Committee elects to conduct the interview, each qualified Proponent will be required to give a presentation, which cannot exceed 30 minutes. This presentation shall highlight Proponent's experience and expertise, recognizing the unique nature of PRIDCO's property portfolio. The presentation shall also clearly explain the Proponent's approach and



its team composition. The Evaluation Committee may alter the scoring of a Proposal based upon the interview and presentation. Proponents are responsible for all costs or expenses incurred to attend such interview.

5.4. Direct Negotiations

The Evaluation Committee may select one or more Proponents to be invited to one or more meetings to start negotiations. The purpose of such meetings will be to clarify any doubts as to the requirements of the RFP, confirm that the terms of the contract are understood by the Proponent, and to ensure compliance with the specifications. No statement made or action taken by PRIDCO during these discussions or negotiations shall bind PRIDCO in any manner. After each interview or meeting with any Proponent, the Evaluation Committee may require the Proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting.

The Evaluation Committee will keep confidential all discussions and negotiations. Prior to the award of the RFP, information related to a Proposal, or its evaluation will not be discussed with anyone other than the Proponent who submitted it and the personnel involved in the evaluation and selection process. Confidentiality warranties are subject to the conditions described in Section 8.1 (below). The execution of a contract will be subject to final approval by the Board.

5.5. Selection

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

5 PROPONENT REQUIREMENTS

5.1 Requirement of Legal Entities

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

5.2 Required General Qualifications of Proponent

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

- Proponent has adequate financial resources to perform the contract, or the ability to obtain them.
- Proponent shall provide audited financial statements for the two (2) most recent fiscal years.
- Proponent can comply with an accelerated delivery or performance schedule.
- Proponent has a satisfactory performance record.
- Proponent has a satisfactory record of integrity and business ethics.
- Proponent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Proponent is compliant with Act 2-2018, also known as the Puerto Rico Anti-Corruption Code, or predecessor statutes.
- Neither Proponent nor any person or entity associated who is partnering with Proponent has been the subject of any claim or adverse findings that would prevent the Evaluation Committee from selecting the Proponent. Such claims or adverse findings include, but are not limited to, the following:
 - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
 - Pending or unresolved legal action from the U.S. Attorney General or from an Attorney General in Puerto Rico or another state.
 - Pending litigation with the Government of Puerto Rico or any other state.
 - Arson conviction or pending case.
 - Harassment conviction or pending case.
 - Puerto Rico and Federal or private mortgage arrears, default or foreclosure proceedings.
 - In rem foreclosure.
 - Sales tax lien or substantial tax arrears.
 - Fair Housing violations or current litigation.
 - Defaults under any Federal and Puerto Rico-sponsored program.
 - A record of substantial building code violations or litigation against properties owned and/or managed by the Proponent or by any entity or individual that comprises the Proponent.
 - Past or pending voluntary or involuntary bankruptcy proceeding.
 - Conviction for fraud, bribery or grand larceny.



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

5.3 Insurance Requirements

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

- Commercial General Liability including Car, Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion. (All policies must include an Amendment-Aggregate per Project.) The policy must include an endorsement for Full Operations and "Fire Liability" for no less than \$100,000.
- The deductibles of the insurance policies required herein shall be the responsibility of the appraisal individual or company.
- Workers Compensation coverage of the State Insurance Fund Corporation, as required by law: \$1,000,000 per accident, per employee, per sickness and aggregate.
- Endorsements that may include: PRIDCO, and or any subsidiary, affiliated or related entity. Specific provisions are to be determined once the RFP is awarded.
- All policies must be underwritten by an insurance company authorized by the Office of the Insurance Commissioner or Puerto Rico to do business in Puerto Rico - A.M. Best classification of not less than A- (Excellent) and Financial Size Category VI.
- Hold Harmless Agreement in favor of PRIDCO
- 60 Days' Notice of Cancellation
- Waiver of Subrogation
- Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of the services provided.

6 PROPOSAL REQUIREMENTS



6.1 Cover Letter and Table of Contents

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

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

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

6.2 Experience and Capacity

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

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

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

Provide a summary of the Proponent's expertise that describes the Proponent's unique capabilities. This narrative shall highlight the Proponent's ability to provide the services requested in this RFP. Provide a listing of the names, resumes and relevant experience of the Key Individuals and Team Members that would be assigned to the engagement, and their proposed roles. Resumes can be attached as an appendix.



Include the Team Members' qualifications and the identification of the Team Member who will be the direct contact for the engagement.

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

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

6.3 Approach and Methodology

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

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

Note, three-page limit to Approach and Methodology section.

6.4 Fees and Execution Schedule

The Proponent shall provide a detailed proposal for estimated fees associated with the functions outlined herein the Scope of Services, including any fees for typical ancillary services. The Proponent will also provide a detailed timeline for the execution of the tasks outlined herein the Scope of Service not to exceed 4 months. PRIDCO reserves the right to review and grant time-extension requests for good cause, in their sole discretion.



6.5 Commitment to Complying with all Applicable Laws

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

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

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

6.6 Additional Certifications and Representations

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Selected Proponent shall obtain, before execution of a contract, the following:

- Articles of incorporation, certificate of formation, partnership agreement or other formation documents.
- By-laws, operating or joint venture agreement or any other governing documents.
- Resolution of the Board of Directors or governing organization, as the case may be, authorizing the participation in the RFP process.
- If a corporation organized under the laws of Puerto Rico, a certificate of compliance with Puerto Rico's General Law of Corporations from the Puerto Rico State Department ("Good Standing"). If a foreign corporation, a Corporate Good Standing Certificate from the Puerto Rico State Department. At the request of PRIDCO, the Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
- A certification of filing of income tax return for the past five (5) years (Model SC 6088), issued by the Internal Revenue Area of the Puerto Rico Department of Treasury (henceforth, the "Department").
- A no taxes debt due certificate or payment plan and compliance therewith, issued by the Department (Model SC 6096). If a foreign corporation with no previous business operations in Puerto Rico, a no taxes debt due certification affidavit.



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- A certificate of no debt or payment plan and compliance therewith, with respect to property real and mobile property taxes, issued by the Municipal Revenue Collection Center (“CRIM”, by its Spanish acronym).
- A certificate of no debt or payment plan and compliance therewith, for unemployment insurance, temporary disability (workers compensation) and chauffeur’s social security, as applicable, issued by the Puerto Rico Department of Labor and Human Resources.
- A certificate of no debt or payment plan and compliance therewith, for municipal license taxes in the jurisdiction where the Proponent has its central operations.
- Workers’ Compensation Insurance policy issued by the State Insurance Fund.
- Certificate of no debt or payment plan and compliance therewith, issued by the State Insurance Fund.
- The Proponent may include with the Proposal a valid and effective certification evidencing its registration in the *Sale Registry of Professional Service Providers* of the Puerto Rico General Services Administration, and its eligibility to contract with the Government. Presentation of the certification, if valid and effective, shall constitute sufficient evidence of compliance with certifications above required under items 1 through 8.
- If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
- A certificate of compliance with the Puerto Rico Child Support Administration’s (“ASUME”, by its Spanish acronym) orders to retain alimentary pension allowances from its employees’ salaries.
- A resolution from the Proponent’s Board of Directors or a certification from the partnership, authorizing the Proponent’s representative to execute the Contract.
- The Proponent shall expressly state its compliance with the Puerto Rico Act 2-2018 Anti-Corruption Code through a sworn statement.
- Sales Tax Form Filing, Puerto Rico Internal Revenue Department.
- Tax Return Submission Certificate issued by the Municipal Revenue Collection Center (“CRIM”, for its Spanish acronym).
- Debt Certificate for all concepts issued by the CRIM, or evidence of a complying payment plan.
- Debt Certificates issued by the Puerto Rico Labor Department for Unemployment Insurance, Temporary Non-occupational Disability Taxes and Chauffeurs Insurance, or evidence of a complying payment plan.
- In-effect policy certificate from the State Insurance Fund Corporation.
- Debt Certificate from the State Insurance Fund Corporation.
- Debt Certificate from the Administration of Child Support Enforcement.
- Sworn Statement Under Act 2-2018, duly completed and notarized.



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

7 ADDITIONAL INFORMATION

7.1 Confidential and Proprietary Information

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

7.2 Conflicts of Interest

Proponents shall be responsible for reviewing any applicable Government ethic guidelines, as well as other applicable ethic laws and regulations, including Act 2-2018, known as the *Anticorruption Code for a New Puerto Rico*, and Act 1-2012, known as the *Government Ethics Act of 2011*.

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

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



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

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

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

7.3 Rejection of Proposals / Cancellation of RFP / Waiver Informalities

PRIDCO reserves the right to accept or reject, in whole or in part, and without further explanation, any or all Proposals submitted, and/or cancel this solicitation with or without reissuing this RFP or another version of it, if it deems that doing so is in the best interest of PRIDCO or the Government.

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

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



7.4 Ownership of Proposal

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

7.5 Cost of Preparing Proposals

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

7.6 Errors and Omissions in Proposal

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

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

7.7 Review and Reconsideration

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

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



7.8 Bid Bond or other Form of Security from the Preferred Proponent

As security for the selected Proponent’s good faith negotiation of an agreement with PRIDCO pursuant to its Proposal, once the Proponent has been selected (“Preferred Proponent”), it must furnish a bid bond from a corporate surety licensed to do business in Puerto Rico, in the amount of TWENTYFIVE THOUSAND DOLLARS (\$25,000) in favor of PRIDCO. The Preferred Proponent must deliver the bid bond within ten (10) days of being notified by PRIDCO of its selection. The condition of the bid bond shall be that the Preferred Proponent shall not withdraw its Proposal and shall execute a contract with PRIDCO, if so offered and negotiated in good faith. The Preferred Proponent shall be released from the bid bond once the contract with PRIDCO has been signed or PRIDCO and the Preferred Proponent have not signed a definitive agreement, notwithstanding good faith efforts to negotiate and execute the same. If the Preferred Proponent withdraws the Proposal, fails to negotiate in good faith with PRIDCO, or if after PRIDCO and the Preferred Proponent agree on terms of a contractual agreement but the Preferred Proponent fails to sign a contract, the amount of the bid bond will be automatically forfeited and retained by PRIDCO as liquidated damages, after providing written notice to the Preferred Proponent. PRIDCO reserves the right to terminate negotiations at any time, with or without cause, and return the bid bond to the Preferred Proponent.

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



ATTACHMENT A:

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

AFFIDAVIT NO. _____

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

In _____ Puerto Rico, as of _____.

Notary Public Signature



GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

ATTACHMENT B:
SUBMISSION OF QUESTIONS FORM

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

Proponent: _____

Date: _____

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



ATTACHMENT C:
EVALUATION CRITERIA
RFP – Market Rent Analysis

Criteria	Maximum Score	Result
Total	100	



**ATTACHMENT D:
DECLARACIÓN JURADA**

Ley 2-2018, Código Anti-Corrupción para el Nuevo Puerto Rico¹

SWORN STATEMENT

Act 2-2018, Anti-Corruption Code for a New Puerto Rico²

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

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

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

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

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

¹ Como requisito para la participación en esta Solicitud de Propuestas, el Proponente deberá suscribir esta declaración tal como está redactada, sin alteración, reserva o modificación de índole alguna. Si el suscribiente, Licitador o Proponente no puede suscribir esta declaración según redactada, deberá someter una certificación bajo juramento aclarando todas las excepciones y/o aclaraciones aplicables. Someter información falsa, incompleta o incorrecta podría conllevar la imposición de sanciones civiles y criminales en contra del suscribiente, el Proponente.

² As a requirement to participate in this RFP, the Proposer must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Bidder or Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Proposer.



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

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

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

3. As of the date of execution of this Sworn Statement and for the twenty (20) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of Board of Officers or Directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false



documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) nor preparation of false writings.

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

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

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

5. As of the date of execution of this Sworn Statement and for the ten (10) years prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of the Board Officers or Directors, or any person performing



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

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

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

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

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

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

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

9. Suscribo esta Declaración Jurada de conformidad con las disposiciones de la Ley 2-2018 y los requisitos de esta Solicitud de Propuestas.

9. I execute this Sworn Statement pursuant to Law 2-2018, and the terms and provisions of this RFP.

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



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

AFFIDAVIT NO. _____

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

In _____, Puerto Rico, as of _____.

Notary Public Signature



CERTIFICATION

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

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



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9. We understand that violation of these certifications may lead to resolution of the agreement resulting from this RFP without prior notice.

10. No PRIDCO official, employee or contractor involved in this procurement has a financial interest in this contract, purchase or commercial transaction, and neither has had, directly or indirectly, financial interest in this company for the last four years.

11. No PRIDCO official, employee or contractor solicited or accepted, directly or indirectly, for his/her, some member of its family unit or any other person, gifts, allowances, favors, services, donations, loans, or any other thing of monetary value.

12. No PRIDCO official, employee or contractor associated with this transaction solicited or accepted valuable goods from any person from my entity as payment to complete the duties or responsibilities of his/her job.

13. No PRIDCO official, employee or contractor asked, directly or indirectly, for him/her, or any member of his/her family unit, nor any other person, business or entity, valuable goods including gifts, loans, pledges or favors, in exchange of acting to favor me or my entity.

14. I have no relationship within the fourth level of consanguinity or second of affinity with any employee that has the power to influence or participate in the organizational decisions of PRIDCO.

Company:

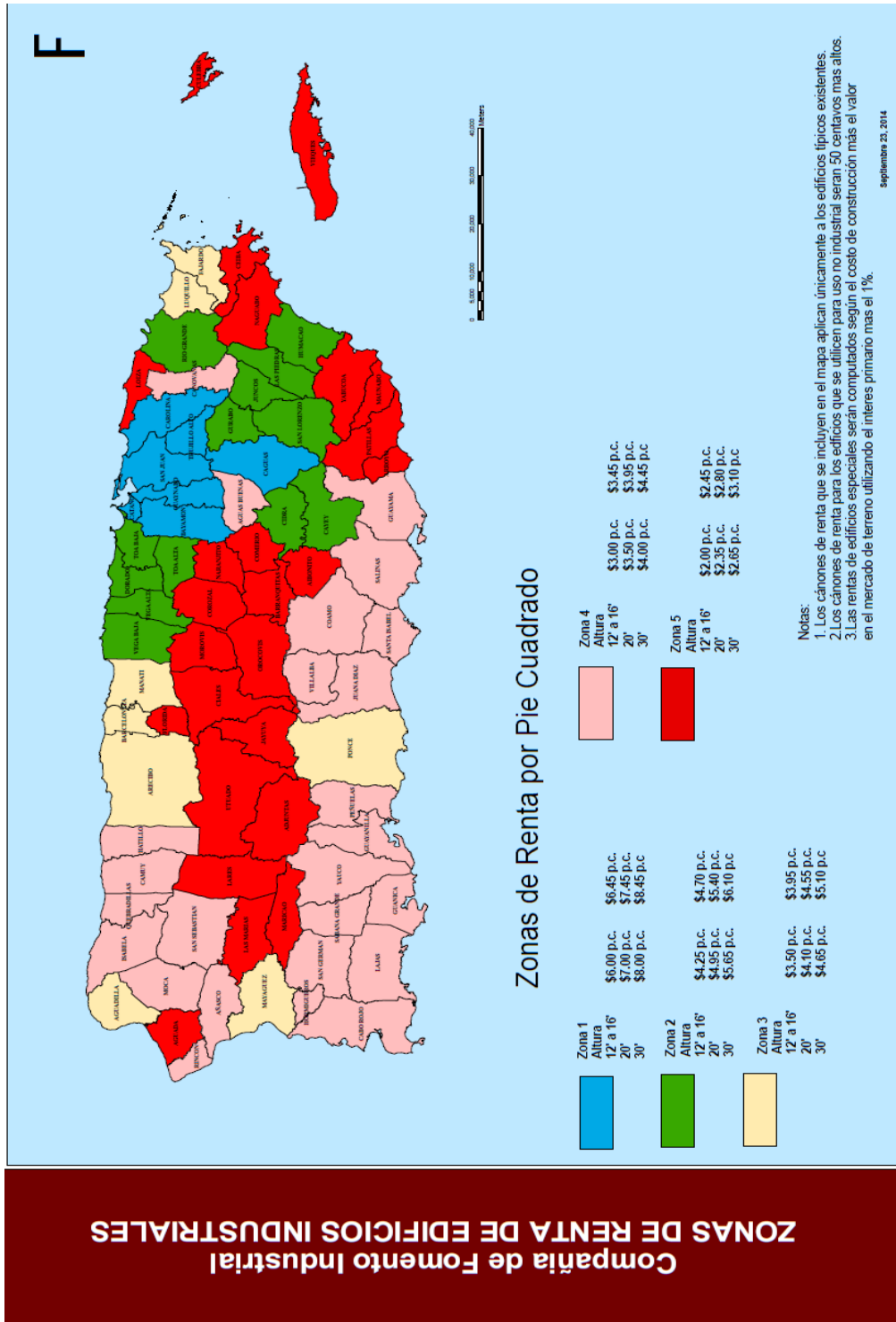
Representative Name

Signature

Date



ATTACHMENT E:



Compañía de Fomento Industrial
 ZONAS DE RENTA DE EDIFICIOS INDUSTRIALES