



PROPOSAL CERTIFICATION FORM

**LOCAL REDEVELOPMENT AUTHORITY FOR ROOSEVELT ROADS
REQUEST FOR PROPOSAL RFP 2022-007
FOR THE LEASING, DEVELOPMENT, FINANCING, CONSTRUCTION AND OPERATION
OF A DRY DOCK MAINTENANCE, REPAIR AND OVERHAUL FACILITY**

PROPOSAL CERTIFICACION FORM

I, _____, resident of _____, of legal age, being duly sworn on my oath to depose and say that:

I am _____ (title) authorized representative of _____, as the Respondent submitting the Proposal to the Local Redevelopment Authority for Roosevelt Roads ("LRA or Authority") for the design, development, financing and operation of the Recreational Marina at Roosevelt Roads ("Project"); that I executed said Proposal with full authority to do so; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the LRA relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the agreements for said Project; that the Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competition in connection with the above named project; and that neither the Respondent nor any person associated therewith in the capacity of owner, partner, director, officer, project director, manager, auditor, or any other member of the Respondent's Project Team (including any form or individual) has been indicted or convicted for any felonious act or other crime in the Commonwealth of Puerto Rico or any other jurisdiction (domestic or foreign); and, furthermore that neither the Respondent nor any member of the Project Team is currently in or will enter into any contract, business or other type of relationship resulting in a conflict of interest with the LRA.

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

Further, the Respondent hereby authorizes the undersigned to bind the Respondent and to exercise or execute any necessary action requested by the LRA to the Respondent in any matter relating to the submitted Proposal.

In connection with the submission of the Proposal, the Respondent hereby warrants and certifies to the LRA that:

Examination of the RFP. The Respondent has carefully examined and accepts all requirements and conditions of the RFP and has carefully examined all the provided environmental documents and exhibits, as well as the Development Ground Lease /Agreement to Execute included with the RFP.

Proposal Validity. The Proposal shall be valid until the evaluation and award process concludes, as defined in the RFP.

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Addendum. The Respondent has reviewed any and all Addenda posted on the website www.rooseveltroads.pr.gov

Proposal Made in Good Faith.

- The Proposal has been prepared and submitted in good faith and has been duly and properly authorized for submission on behalf of the Respondent
- In preparation of the Proposal, the Respondent has not, directly or indirectly, solicited or received any advice, assistance or information concerning the Project from any representative of the LRA, its agents or consultants which was not equally available to other Respondents, and which might contribute to an actual or potential competitive advantage for the Respondent.
- The Proposal is made without collusion or fraud with any other person or entity in restraint of competition in connection with the above-named project.
- The Respondent will be licensed to do business in Puerto Rico prior to the execution of the Development Ground / Lease Agreement to Execute

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

Execution of Development Ground Lease / Agreement to Execute and Completion Guaranty. If the Respondent is selected for award of the Development Ground Lease:

- (i) The entity(ies) that will execute the Development Ground Lease / Agreement to Execute is(are):

- (ii) The entity(ies) that will execute the Economic Consideration provided for in the Development Ground Lease / Agreement to Execute as described in the RFP is(are):

- (iii) The net worth of the entity(ies) named in (ii) above as of the date of submission of the Proposal is as follows:

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Completion of Project. If the Respondent is awarded the Development Ground Lease, the Project (as defined in the RFP) will be completed within ___ months once the financing get closing or the project obtains permitting approval.

Acceptance of Contract Documents. If the Respondent is awarded the Development Ground Lease, the Respondent (or the applicable parties listed above) will enter into the execute the Development Ground Lease / Agreement to Execute included in the RFP, subject only to those written exceptions, if any, stated on the schedule attached to this Proposal Certification Form. If any such exceptions are taken, the attached schedule shall (i) list each exception, clearly indicating the portion or portions of the Development Ground Lease / Agreement to Execute to which exception is taken (ii) describe the reason for the exception , and (iii) provide the precise languages proposed to be deleted, added, or modified.

No Financing Contingency. If the Respondent is awarded the Development Ground Lease, neither the Development Ground Lease nor any other document in connection with the proposed development of the Project as contemplated by the RFP, will contain any financing condition or contingency, and any failure of the selected Developer to commence construction of or complete the Project in accordance with the requirements of the Development Ground Lease / Agreement to Execute because of inability to obtain financing shall be grounds for default.

Operator's Exclusivity Agreement. By signing this Proposal Certification Form, the Respondent represents that it is not in violation of another exclusivity agreement with any other owner, developer and/or operator of a hotel, either existing or proposed for development.

IN WITNESS THEREOF, the Respondent has executed this Proposal Certification Form this 30th day of June, 2022.

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

Entity's (Respondent) Name

Entity's Address

By: _____

Authorized representative signature

Public Notary

Authorized representative name

Date

Title / Role