



GOVERNMENT OF PUERTO RICO
PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY

REQUEST FOR INTEREST (RFI)
RFI # 2022-02
Date: Monday August 29, 2022

PROPERTY AVAILABLE: Commercial lot in Old San Juan formerly known as "The Arena at Pier 10".

RFI RESPONSE DUE DATE: Monday October 31, 2022 (5:00PM AST)

RESPONDENT ELIGIBILITY: This RFI is open to those Respondents that satisfy the minimum qualifications stated herein and are authorized to do business in Puerto Rico

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1. INTRODUCTION

The Puerto Rico Convention Center District Authority (the "Authority") was created by Act No. 351 of September 2, 2000, as amended, as a public corporation responsible for developing and operating the Puerto Rico Convention Center District (the "District") and all properties belonging to it. The Contract Items requested herein will be rendered under a Contract with the Authority.

This Request for Interest (the "RFI") is being issued to attract interested business owners who share a common vision and innovative ideas to compliment the culture and quality of the District and the Authority's overall purpose, according to the Contract Items described in Sections 1.1 and 3.2 below. Award of the RFI will be to the Respondent whose Response, conforming to this RFI, is most advantageous and compelling to the Authority, as well as other factors to be considered therein.

This RFI does not commit the Authority to the awarding of the Contract, nor to pay any costs incurred by Respondents in the preparation and submission of Responses in anticipation of the Contract. The Authority, at all times, reserves the right to award, cancel, modify, or otherwise amend this RFI. Furthermore, the Authority may award this RFI to one or more Respondents, or may otherwise decide to reissue this RFI or any solicitations.

1.1 PURPOSE AND BACKGROUND

The Authority is issuing this RFI to solicit Responses from Respondents interested in leasing and developing a parcel of land in the Old San Juan waterfront area, owned by the Authority, formerly known as "The Arena at Pier 10", by executing a Ground Lease and Development Agreement (the "Contract") with the Authority.

Located in the heart of San Juan, the Convention Center opened in its doors in 2005 as the centerpiece of a 113-acre business and entertainment district under development by the Authority. With space to accommodate more than 25,000 visitors, it is easily the largest convention center in the Caribbean and one of the most technologically advanced in the Americas. The parcel of land which is the subject of this RFI is located at the intersection of Fernandez Juncos Avenue with San Andrés Street, and borders (but does not include) the Pier 10 mooring and cargo area of the Port of San Juan. It is enclosed within an area of approximately one hundred (100) acres of waterfront space located in the Puerta de Tierra sector of Old San Juan, from Pier 6 to the West to intersection 5 to the East, which includes several revitalization initiatives, among them, new homeport piers for the San Juan Cruise Ports P3 at Piers 11-14, a mega yacht marina at Piers 9 and 10, and a housing and commercial development at the Navy Frontier Pier.

The proposed ground lease and development space is comprised of three (3) adjacent lots. One Lot, identified as Lot 898 of approximately one (1) acre, is commonly known as the parking lot area, and the other two (2) adjacent lots, Lots 896 and 897 of approximately 1.6 acres in total correspond to the former site of "The Arena at Pier 10". The proposed Contract includes all three lots with an approximate total area of 2.6 acres. **A space plan for the premises is included as Exhibit A.**

The Authority seeks to maximize the commercial potential of this retail space and enhance the experience of visitors to the Old San Juan area, in accordance with the Authority's Master Development Plan. Accordingly, the purpose of this RFI is to award the Contract to a Successful Respondent who proposes a development concept that best adapts to the Old San Juan waterfront area and the purposes and developments of the Authority.



Qualified Respondents must have demonstrated experience and knowledge in their proposed operations and developments—including financing, marketing, design, leasing, management, development, and oversight. It is further expected that Responses will be based on a thorough understanding of existing and future market conditions and trends, as well as realistic financial projections.

1.2 DEFINITIONS

Definitions for purposes of this RFI include:

1. **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.
2. **Authority** – The Puerto Rico Convention Center District Authority.
3. **Award of the RFI** – Means the act whereby the Authority notifies to all Respondents, pursuant to the procedure provided in this RFI, the identity of the Successful Respondent to proceed with the execution of the Contract.
4. **Contract** – The written and fully executed contract between the Authority and the Successful Respondent, in the form of a Ground Lease Development Agreement pursuant to this RFI and its addenda.
5. **Contract Item** – A Ground Lease and Development of a space located in Old San Juan, formerly known as “The Arena at Pier 10”, as specified in Sections 1.1 and 3.2 of this RFI.
6. **Execution of the Contract** – Means the act of signing the Contract by the Authority and the Successful Respondent.
7. **Evaluation Committee** – Group of individuals designated by the Authority’s Executive Director to select the Successful Respondent.
8. **Government** – The Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations and/or municipalities.
9. **Mandatory Items** – Requirements which are fundamental for the Authority to award the RFI such that not including them with the Response may automatically disqualify the Respondent from the process.
10. **Registration** – Formal mandatory process of registering to participate in the RFI. Not registering in the RFI process automatically disqualifies any Respondent from participating in the RFI.
11. **Registration Due Date** – Last day on which Respondents must register to be eligible to submit responses to the RFI.



12. **Respondent** – The individual, corporation, partnership, or any other legal entity authorized to do business in Puerto Rico that submits a Response pursuant to this RFI in anticipation of the Contract.
13. **Response** – A formal document submitted in response to this RFI. All Responses shall follow a business plan format, subject to the requirements set forth in this RFI.
14. **Response Due Date** – Last day on which the Responses shall be received by the Authority, specified on the cover of this RFI. Any Responses submitted after this date will be considered untimely and rejected.
15. **Request for Interest ("RFI")** – This formal document in which the Authority intends to obtain the best Response to lease the Contract Item.
16. **Successful Respondent** – Respondent that submitted the Response accepted by the Authority and is awarded the RFI.

1.3 REGISTRATION FORM

Only Respondents that are duly registered pursuant to the Authority's instructions will be permitted to participate in the RFI. **Please note that by registering to participate in this RFI, each registered Respondent agrees to and shall be bound by all the terms and conditions of this RFI.** To be considered a registered Respondent, the Respondent must complete and file with the Authority, before the **Registration Due Date specified in Exhibit C**, the registration form attached hereto as **Exhibit B**, which includes the name of the firm and the name and contact information for the individual it wishes to receive RFI-related information. Registered Respondents will also be permitted to direct to the Authority questions or requests for clarification regarding the RFI and will be copied on all future communications related to this RFI and future RFI addenda's, clarifications, and/or selection process. Notwithstanding the foregoing, Respondents are responsible for monitoring the Authority's website (<http://prcda.com/>) for updates and information. **Non-registered Respondents will not be permitted to participate in this RFI.**

1.4 CONTRACT TERM

The Authority is seeking to award the Contract for the term detailed henceforth, with one or more renewal options, subject to earlier termination by the Authority for lack of compliance with the Contract obligations or other cause. The term will be divided in three-phases: (i) a Pre-development Period, not to exceed twelve (12) months, in which the Successful Respondent must secure all required permits and financing, among other items to be determined in the Contract; (ii) a Development or Construction Period, not to exceed twelve (12) months, with an option to extend this period depending on the proposed development by the Successful Respondent, in which the Successful Respondent must complete construction and development of the project and be prepared to open the project to the public; and (iii) a twenty-five (25) year lease (the "Lease Term").

1.5 MONTHLY RENT

The Successful Respondent will pay to the Authority a fixed monthly rent, as described below:



- a. During the Pre-development Period defined above, the Successful Respondent will not pay rent to the Authority.
- b. During the Development or Construction Period defined above, the Successful Respondent will not pay rent to the Authority. However, any extensions of the Development Period will be subject to rent payments, in the same manner as agreed to for the Lease Term.
- c. For the Lease Term, the rent payment may be proposed by the Respondents to be considered as part of their Responses. The Authority will accept a wide array of different rent proposals, not to be limited to "fixed rent payments" which may include periodic increases in rent, revenue sharing, and any others to be proposed by the Respondent. The Authority reserves the right to negotiate rent with any Respondent, as part of this RFI, and is not bound or limited by any proposal or rent payment disposition.

1.6 LOCAL PARTICIPATION

Pursuant to the public policy of the Government to promote the local industry, the Authority encourages local parties to participate in this RFI process. Participation may be either on a direct basis in response to this RFI or on a subcontractor basis. Accordingly, the Authority also encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as part of their Responses to the greatest extent possible.

2. GENERAL INFORMATION FOR RESPONDENTS

2.1 RFI COORDINATOR

The RFI Coordinator is the sole point of contact in the Authority for this procurement process. All communications between the Respondents and the Authority upon receipt of this RFI shall be made through electronic mail (henceforth, "e-mail") to the RFI Coordinator, as follows:

Name	Norberto Pérez-O'Neill
E-Mail Address	nperez@prcda.com
Address	100 Convention Blvd, San Juan, 00907

Any other form of communication will be considered unofficial and non-binding on the Authority. Respondents are to rely on written statements issued by the RFI Coordinator. Communications directed to any party other than the RFI Coordinator may result in disqualification of a Respondent.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

The estimated schedule of the procurement activities is shown in Exhibit C. The Authority reserves the right to revise this schedule from time to time as it deems necessary, in which case, the Authority will inform Respondents via regular mail and/or e-mail. Failure to receive a written notice shall not exempt Respondents from complying with changes to the schedule. Respondents shall therefore undertake necessary steps to remain informed of events related to the RFI.

2.3 GENERAL SESSION & SITE VISIT

The Authority will conduct one or several general sessions and/or site visits prior to the Response Due Date, in order to provide an overview of the Contract Items and the Response

requirements, as per Exhibit C. The Respondents' attendance to the General Session(s) and Inspection Visit(s) is not mandatory. Only registered Respondents will be allowed to participate in any general sessions and/or site visits. General sessions and/or site visits will be open to all registered Respondents and no private site visits will be allowed after the issuance date of this RFI.

Written questions may be submitted in advance to the RFI Coordinator. The Authority will make available to all Respondents the questions and answers discussed during the general session(s) and the site visit(s) within the timeframe stipulated in Exhibit C. In order to establish a common ground for Response preparation, since general session(s) and inspection visit(s) are not mandatory, the Authority shall be bound only by written answers to questions. Oral responses given at general session(s) or during the inspection visit(s) that do not become part of a written addendum shall be considered unofficial and shall not bind the Authority in any manner whatsoever.

2.4 REVISIONS TO THE RFI

At any point during the RFI process, the Authority may issue addenda to revise any part of this RFI. Additionally, the published questions and answers from the general session(s) and any other pertinent information shall be provided as addenda to the RFI.

The Authority reserves the right to cancel or to reissue the RFI in whole or in part at any time prior to Execution of the Contract.

All addenda will be made available to all potential Respondents who have undergone Registration in this RFI as per the Authority's log. All addenda issued pursuant to this RFI will form an integral part of the final document and shall be considered by all Respondents when drafting their Responses.

2.5 DUE DILIGENCE

Prior to submitting a Response, Respondents shall make all the investigations and examinations necessary to ascertain the conditions and requirements affecting the provision of the Contract Items. Failure to make such investigations and examinations shall not relieve Respondents from the obligation to fully comply with all such conditions and requirements, nor shall it be a basis, in the event a Respondent becomes the Successful Respondent, for any claim whatsoever for relief from compliance with any provision under the Contract.

A Respondent's failure to comply with Applicable Laws due to negligence, error, or any other cause, such that it affects the provision of the Contract Items, shall not be cause for relief from responsibility.

2.6 NO OBLIGATION TO CONTRACT

This RFI does not bind the Government or the Authority to execute the Contract. No obligations hereunder may be enforced against the Government or the Authority until such a time when a Contract is signed and duly executed pursuant to this RFI.

2.7 FULL ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Response to this RFI, a Respondent agrees to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

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2.8 SUBMISSION OF RESPONSES

Respondents are required to submit their Responses to this RFI in (i) one (1) original, (ii) one (1) hard copy, and (iii) one (1) digital copy in a USB Hard Drive, to the Authority. All applicable documents, including forms, attachments, appendixes and attachments to this RFI, must be completed, signed and returned with the Response. Each page of the Response, including exhibits, must be numbered sequentially at the bottom of the page to indicate the *Page ____ of ____*.

The Responses must be submitted in the English language in accordance with the following rules:

- Font size - 12 points
- Margins - At least 1 inch on all sides
- Line spacing - Single-spaced
- Normal white paper - Letter size
- The numerical data must be in the English measurement system

Respondents are free to use the presentation format, images, or drawings to express their conceptual idea for the Contract Item.

Each Response must be accompanied by a cover letter limited to a page with a title that references this RFI, and include the following detailed information of the Respondent:

- a) Full legal name of the Respondent.
- b) Legal business status (individual, company, corporation, etc.).
- c) Name, address, telephone number, fax number and mailing address of the authorized person (s) to represent the Respondent and each collaborator.
- d) If the Respondent is a corporation, partnership, LLP, LLC, etc., identify the state under which Law the Respondent is organized. Otherwise, if the Respondent is an individual, identify the place where the Respondent is domiciled.
- e) Name, position, email address, telephone number and email address of the person(s) who will be the main contact and authorized to represent the Respondent. The cover letter should indicate any limitations on the authority for any named person.
- f) Certify that the Response is in response to this RFI and will remain firm for a period of one hundred twenty (120) days from its due date and, subsequently, until the Respondent withdraws or executes the Contract, or the RFI is terminated by the Authority, whichever occurs first.
- g) Be signed by the president or authorized person.

The cover letter of the Response must state accurate and complete information as required in this RFI. Uncertain, incomplete and/or incorrect documentation will not be considered. The falsification of any information may result in the disqualification of the selection process or the termination of a contract, if it is discovered in the future. If a Respondent knowingly and intentionally submits false documents or information, the Authority reserves the right to reject the Response. If it is determined that a Contract was awarded as a result of the false documents or information or other data submitted in response to this RFI, the Authority does reserve the right to terminate the Contract.

Responses shall be submitted in a sealed envelope. Respondents shall identify each envelope with the following information:

- (a) RFI Title and Number



- (b) Company Name or Name of Individual
- (c) Physical Address
- (d) Mailing Address (if different from Physical Address)
- (e) Telephone Number
- (f) E-mail Address
- (g) Web Site Address (if applicable)
- (h) A primary contact person, including title and contact information.

Responses, must be hand delivered at the Convention Center District Authority and shall be received by the Authority **no later than 5:00 p.m.** AST (Puerto Rico time) on the **Response Due Date stated on the cover of this RFI and in Exhibit C.**

Responses submitted by wire, telegram, fax, email, or any other means will not be considered.

All costs of the Response will be borne by the Respondent. The Authority will not be responsible for all the pre-contractual expenses incurred by the Respondents in the preparation and/or presentation of the Responses and/or during negotiations for the Contract. Responses will not include any type of expenses that will be subsequently claimed by the Respondent. The Authority will not provide parking, office/storage space, telephone services or reproduction services throughout the Response process.

Late Responses may be accepted solely at the discretion of the Authority. If they are not accepted by the Authority, they will be disqualified from further consideration and will be returned un-opened to the Respondent.

All duly submitted Responses and any accompanying documentation shall become the property of the Authority.

The Authority shall open the Responses after the Response Due Date. Responses **will not** be publicly read.

2.9 RESPONSIVENESS

All Responses will be reviewed by the Authority to determine compliance with the administrative requirements and instructions specified in this RFI. Failure to comply with any part of the RFI may result in rejection of the Response. The Authority, at all times, reserves the right to waive minor noncompliance in a Response, or any informalities and/or irregularities in a Response, if it deems that doing so is in the best interest of the Authority or the Government.

2.10 ACCEPTANCE PERIOD

Responses must be valid for a period of ninety (90) consecutive calendar days, starting on the Response Due Date or ninety (90) days after clarifications to the Response are submitted, whichever is later. The Successful Respondent is expected to maintain its Response for an additional period of forty-five (45) calendar days from the date of notice of Award of the RFI.

2.11 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All Responses, evaluations and discussions will be kept fully confidential throughout the evaluation process until selection of the Successful Respondent. During such period, only the Authority will have access to the Responses although the name of Respondents submitting Responses may be



made public. Once Respondents are notified the identity of the Successful Respondent, some contents of all the Responses may be made public to the extent that they relate to the evaluation criteria. Such contents shall become part of the evaluation report. The Authority will not make public at any time, except as required by Applicable Law, information contained in any Response that the Authority determines to be proprietary or a trade secret, or that must otherwise be protected from publication according to law.

The Authority reserves the right to retain all submitted Responses, which will then become the property of the Authority. The Authority has the right to use any or all the ideas presented in the Response without any change or limitation. The selection or rejection of a Response does not affect these rights.

2.12 REJECTION OF RESPONSES

The Authority reserves the rights to: (i) reject, at its sole discretion, any and all Responses received, without penalty, (ii) not to execute the Contract, and/or (iii) waive any requirements for a Response.

2.13 CONTRACT GENERAL TERMS & CONDITIONS

The Successful Respondent will be expected to enter into the Contract. The Authority will review requested exceptions to contract terms and conditions and accept or reject the same at its sole discretion.

3. RESPONSE CONTENTS

Unless otherwise stated, Respondents must provide all documents requested under this section as part of their Responses. Respondents must comply with all mandatory items designated as such herein.

All documents, forms, attachments, appendices and annexes, including the cover letter, must be signed and or initialized by a representative or official of the Respondent. Such representative shall have the authority to bind the Respondent to the execution of all the provisions of the Response and any subsequent changes, as well as the Contract.

3.1 GENERAL RESPONSE DOCUMENTS (MANDATORY)

(a) Executive Summary

Respondents must present an Executive Summary that shall include: (i) the legal status of the Respondent (sole proprietorship, partnership, corporation, etc.), (ii) the year the Respondent was organized to do business in its current legal status, (iii) the Employer Tax Identification number or Social Security number, (iv) Respondent's experience in similar projects, (v) the main elements of the Response, and (vi) the designated primary contact person.

(b) Evidence of Previous Experience with Similar Projects

Respondents shall present evidence regarding experience in development and/or operations of the type of business proposed, within the last **fifteen (15) years**, unless otherwise provided in the exhibits or addenda to this RFI.

(c) Financial Statements



Each Response must include the financial statements of the Respondent's most recent fiscal year, certified by a Certified Public Accountant under the laws of Puerto Rico. The Authority may, at its own discretion, request from the Respondent a letter of credit subscribed by a high-ranking officer of a financial institution duly authorized to do business in Puerto Rico.

(d) Insurance Requirements

Respondents shall agree to maintain a Comprehensive General Liability Insurance (including Products-Completed Operations, Bodily Injury, Premises Medical Payment, Fire Damage or Fire and Explosion Damage), Workers Compensation and Employers Liability Insurance to cover all their personnel engaged in the delivery of the Contract Items, as well as damages arising as a result of the performance of such services. Respondents further agree to require their subcontractor(s), if any, to maintain General Liability Insurance, including Products-Completed Operations and fire coverage, Workers Compensation and Employers Liability Insurance. Policy limits shall be no less than a combined single limit for bodily injury, property damage and personal injury liability of:

1. Commercial General Liability including Premises, Products and Completed Liabilities: \$1,000,000 per occurrence, general aggregate and Products and Operations Completion.
2. Workers Compensation: \$1,000,000 per accident, per employee, per sickness and aggregate.
3. Endorsements to include: PRCDA, and or any subsidiary, affiliated or related entity.
4. 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.
5. Hold Harmless Agreement in favor of PRCDA
6. 60 Days' Notice of Cancellation
7. Waiver of Subrogation
8. Coverage shall either be occurrence based or maintained for the duration of the resulting contractual agreement and for two years following completion of services provided.

Upon Execution of the Contract, the Successful Respondent shall present all the foregoing insurance policies, as well as any other policies that the Authority may require during the selection process and shall ensure that the Authority is named as additional insured thereunder.

(e) Additional Documents Required as part of the Response

Responses shall also include the following additional documents, when applicable:

1. Good Standing Certificate - 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 the Authority, the Respondent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable. If an individual, a certificate of good standing ("certificado de antecedentes penales") emitted by the Puerto Rico Police Department.
2. Respondents may choose to either (i) submit a valid and effective Eligibility Certificate issued by the GSA of Puerto Rico evidencing good standing in the

Bidders Unique Registry of the GSA of Puerto Rico and/or (ii) submit the following documents:

- i. Commercial Registry Certificate, Income Tax Filing Certification for the past five (5) years, No-Debt Certification from the Department of Treasury of Puerto Rico¹;
 - ii. Certification of Filing of Personal Property for the past five (5) years, No-debt Certification of Real Property and Negative Certification of Debt on all concepts, issued by the Municipal Revenue Collection Center ("CRIM")²;
 - iii. Negative Certification of Debt for Unemployment Insurance and Disability Insurance, and Negative Certification of Debt for Driver's Social Security issued by the Department of Labor and Human Resources³;
 - iv. Certification of Compliance issued by the Administration for Child Support ("ASUME")⁴;
 - v. Policy Certificate and Negative Certification of Debt from the State Insurance Fund⁵;
 - vi. Certificate of Incorporation from the Department of State, if applicable;
 - vii. Corporate Resolution authorizing appearance on behalf of the Respondent, if applicable;
 - viii. Good Standing issued by the Department of State, if applicable.
3. A resolution from the Respondent's board of directors or a certification from the partnership authorizing the Respondent's representative to execute the Contract, if applicable.
 4. Exhibit D - Sworn Statement Under Act 2-2018 - The Respondent shall expressly state in Exhibit D its compliance with Act No. 2 of January 4, 2018, as amended, which requires government contractors to certify that the Respondent and the Respondent's officers have not been convicted for any of the offenses mentioned in said Act, and the Respondent shall acknowledge, represent and warrant that no official or employee of the Authority, or relatives thereof, would have a direct or indirect economic interest in the Respondent's rights, should it ultimately sign the Contract.

The Respondent shall expressly acknowledge in the Response that the above statements and certifications constitute an essential condition for entering into a contractual relation with the Authority and if found to be intentionally misleading or the related certifications altered or forged, the Contract shall be nullified or made void. In addition, the Respondent shall expressly acknowledge in the Response that, if selected as Successful Respondent, it shall obtain prior the Execution of the Contract, and deliver to the Authority, the certifications required by law to contract with the Government. The Authority reserves the right to request any additional documents prior to executing the Contract with the Successful Respondent.

3.2 RESPONSE ELEMENTS

¹ Certificado de Registro de Comerciantes, Certificación de Radicación de Planillas por cinco (5) años previos al año en que se firme este Contrato, y Certificación Negativa de Deuda, todos expedidos por el Departamento de Hacienda;

² Certificación de Radicación de Planillas de Propiedad Mueble por los cinco (5) años previos al año en que se firma este Contrato, Certificación Negativa de Propiedad Inmueble y Certificación Negativa de Deuda por Todos los Conceptos, todas expedidas por el Centro de Recaudación de Ingresos Municipales;

³ Certificación Negativa de Deuda por concepto de Seguro por Desempleo y Seguro por Incapacidad y Certificación Negativa de Deuda por concepto de Seguro Social Choferil, ambas expedidas por el Departamento del Trabajo y Recursos Humanos;

⁴ Certificación de Estado de Cumplimiento expedida por la Administración para el Sustento de Menores ("ASUME");

⁵ Certificado de Póliza y Certificación Negativa de Deuda del Fondo del Seguro del Estado.



Responses shall include the following essential elements:

- A. Conceptual: Describe in detail the business concept being proposed and how it will fit into the District and the Authority's development plans and compliment the culture and quality of the District, the Authority, and its offerings, as well as the surrounding Old San Juan waterfront area. Responses must also provide preliminary plans, sections, diagrams and elevations in sufficient detail showing the manner in which Respondent plans to develop the premises as follows:
- Conceptual development plan.
 - Floor plans of space showing proposed uses, layout, circulation, and utilities.
 - Proposed integration with the Old San Juan waterfront area and the District.
 - Provide timeline for development of the premises and date of start of operations.
 - Marketing and Public Relations Plan: describe the marketing plan proposed for the promotion and sales strategy.
 - Describe customer service objectives for the proposed business, specifically employee training to support and meet objectives.
 - Hours: provide proposed days and hours of operation for the proposed business.
 - Any other relevant information relating to the proposed uses of the Leased Property.
- B. Respondent: Describe a brief history of the Respondent. Be sure to include any information regarding a change in Respondent's legal name, ownership structure and/or any other dba's under which the Respondent has been doing business.
- Operational: submit sufficient information to allow the Authority to evaluate the management structure and operating program of the proposed business concept. The Successful Respondent will be responsible for obtaining all necessary permits and licenses to operate.
 - Business Operation: describe previous and/or current experience in the proposed development and/or business operations. Authority staff may elect to perform a site visit to review/confirm conditions of current business, where applicable.
 - Minimum Qualifications: provide evidence that the Respondent has experience in the proposed business and is able to show progressive quality management of similar types of projects within the past fifteen (15) years.
 - References: provide references to evidence the minimum experience requirements, including the name of the operation, address, contact person, telephone number, and annual gross sales generated.

- **Management Structure:** describe the management structure to be employed in the operation of the proposed business. Please include a job description for the on-site manager, include the number of employees and a proposed daily schedule to deliver excellent customer service during the proposed hours of operation.

3.3 OTHER INFORMATION

Responses shall also include the following information, if applicable:

- A. If the Respondent has contracted with the Government during the past three (3) years, indicate the name of the government instrumentality, the contract number and project description and/or any other information available to identify the contract.
- B. If the Respondent has ever had a contract terminated for default within the last three (3) years, describe the incident of termination due to default, and sufficient details to identify the terminated contract.
- C. If the response to the previous question is in the affirmative, submit a full disclosure of the terms for such default, including the other party's name, address, and phone number, and express the Respondent's position on the matter. The Authority will evaluate the facts and may, at its sole discretion, reject the Response on the grounds of the past experience.

4. RESPONDENT SELECTION PROCESS

4.1 EVALUATION PROCEDURE

Responses will be strictly evaluated by the Evaluation Committee in accordance with the requirements stated in this RFI and any addenda issued. However, the Authority may request additional information from Respondents to assist the Authority in evaluating the Responses. The Evaluation Committee shall rank Responses pursuant to their compliance with evaluation criteria.

4.2 EVALUATION WEIGHTING AND SCORING

The Authority will examine all Responses in a proper and timely manner to determine if they meet the Response submission requirements. Responses that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole discretion of the Authority, may be rejected. All Responses meeting the Response submission requirements will be evaluated.

Each Response that meets all the submission requirements will be independently evaluated and scored by the Evaluation Committee. The Responses shall, in general, be evaluated based on the proposed business and how it will fit into the Convention District as well as the Old San Juan waterfront area, and compliment the culture and quality of life, compliance with the Response Elements listed in Section 3.2 above and any other evaluation criteria set forth on this RFI. The Authority will rank Respondents in order of preference, with the Successful Respondent as the highest ranked. The Authority may elect to negotiate directly with the second highest ranked Respondent if it fails to reach an agreement with the Successful Respondent in a reasonable amount of time, not to exceed thirty (30) days.

4.3 ORAL PRESENTATIONS

The Authority may, at its sole discretion, request any Respondent to provide an oral presentation of its Response. The Authority will contact the Respondent(s) to schedule a date, time, and location. All representations made by the Respondent at the oral interview, if any, will be considered binding and may be incorporated into the Contract.

4.4 PRE-CONTRACT MEETING

The Authority may select one or more Respondents to be invited to one or more meetings. The purpose of such meetings will be to clarify any doubts as to the requirements of the RFI and confirm that the terms of the Contract are understood by the Respondent so as to ensure compliance with the specifications. No statement made or action taken by the Authority during these discussions shall bind the Authority in any manner. After each interview or meeting with any Respondent, the Evaluation Committee may require the Respondent to submit a written confirmation of any clarification of the Response discussed at the meeting. The Authority will keep confidential all such discussions. Prior to the Award of the RFI, information related to the Response or its evaluation will not be discussed with anyone other than the Respondent who submitted it and the personnel involved in the evaluation and selection process. Confidentiality warranties are subject to the conditions described in Section 2.13 above.

4.5 NOTIFICATION TO RESPONDENTS

The Successful Respondent as well as Respondents whose Responses have not been selected will be notified via email.

4.6 SUCCESSFUL RESPONDENT COMMITMENT

Unless otherwise stated in the Contract, the Successful Respondent shall furnish both a Lease Bond and a Performance Bond as security for the faithful performance of the services in connection to the Contract Items of all the terms of the lease required to be performed by the Successful Respondent. This bond shall be for an amount agreed upon with the Authority, provided by a cashier's check, certified check, or a bond issued by a surety or an insurance company duly authorized to do business in Puerto Rico. Such sum shall be returned to the Successful Respondent after the expiration of the lease, provided the Successful Respondent has fully and faithfully carried out all of its terms.

5. REVIEW AND RECONSIDERATION

5.1 REQUEST FOR RECONSIDERATION

Any Respondent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFI may submit a request for reconsideration to the Executive Director of the Authority in accordance with the *Uniform Administrative Procedure Act*, Law No. 38 of June 30, 2017, as amended, and the Authority's regulations. A request for reconsideration, as well as any other petition for review, must be in writing and identify the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, including copies of relevant documents, and specify the relief requested. Petitions based on alleged restrictive specifications, violations of law or regulations, or other alleged improprieties in the procurement process that are apparent prior to the Response Due Date shall be submitted no later than five (5) working days after these occurrences became or should have been apparent to the Respondent submitting the petition for review. A request for reconsideration shall not stay any further action of the Authority relating to the procurement process.



A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided in the Authority's regulations may be dismissed or denied without further consideration.

Judicial review of the determinations made by the Authority will be governed by the *Uniform Administrative Procedure Act* and the Authority's regulations.

6. EXHIBITS

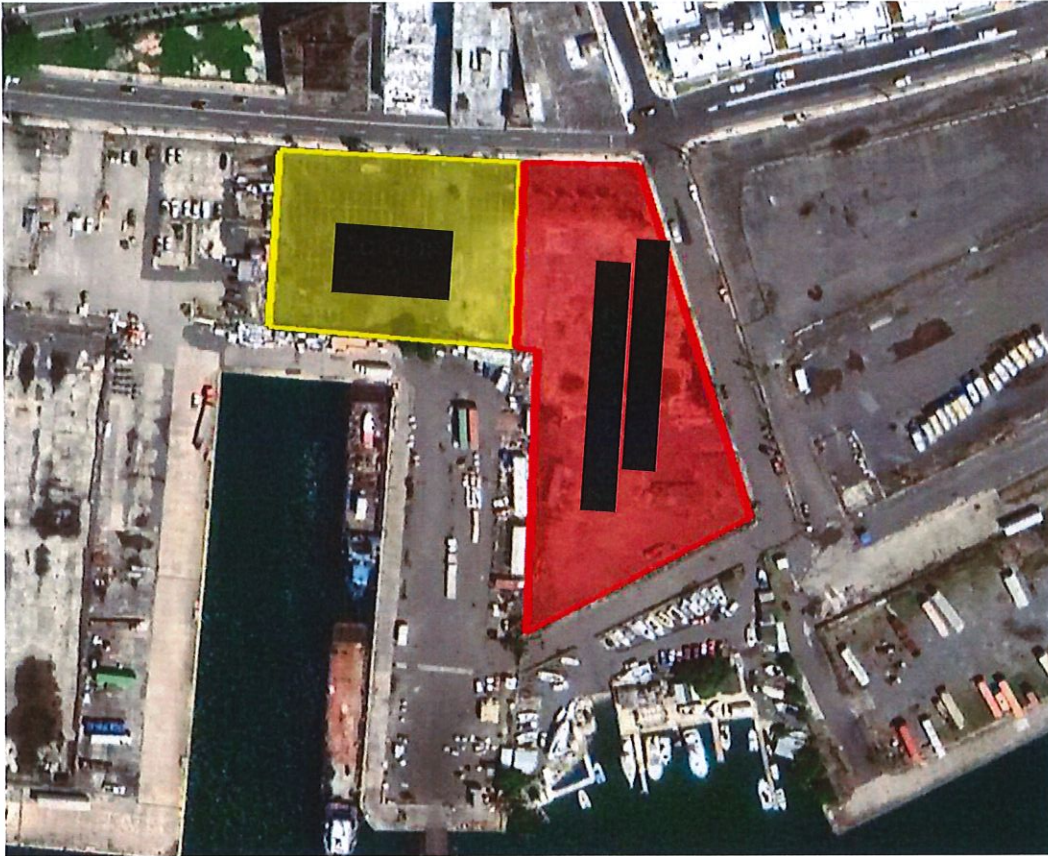
- Exhibit A Space Plan
- Exhibit B Registration Form
- Exhibit C Procurement Schedule
- Exhibit D Sworn Statement Under Act 2-2018



Exhibit A: SPACE PLAN

RFI # 2022-02

**GROUND LEASE AND DEVELOPMENT OF THE PIER 10 BELONGING TO THE PUERTO
RICO CONVENTION CENTER DISTRICT AUTHORITY**



4.

Exhibit B: REGISTRATION FORM

**REQUEST FOR INTEREST (RFI) ISSUED BY
THE PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY**

Respondents participating in the above-referenced RFI must complete the following Respondent Registration Form and send it by email to nperez@prcda.com by Monday September 19, 2022, 5:00pm (AST).

RESPONDENT'S NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____

WORK PHONE NUMBER: _____

CELL PHONE NUMBER: _____

BY REGISTERING, THE RESPONDENT AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE RFI #2022-02.

ANY CHANGE TO THE INFORMATION ABOVE MUST BE SENT TO THE AUTHORITY TO NPerez@PRCDA.COM.



Exhibit C: PROCUREMENT SCHEDULE

RFI # 2022-02

GROUND LEASE AND DEVELOPMENT OF THE PIER 10 BELONGING TO THE PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY

Milestone	Date*
Publication of the Request for Interest (RFI)	Monday August 29, 2022
Registration Deadline	Monday September 19, 2022
General Information Session & Site Visit Time: 9:00 AM (AST) Location: Puerto Rico Convention Center – Conference Room – Visit the Information Booth Last date to submit Registration Form	Tuesday September 20, 2022
Last date for Respondents to submit questions to the Authority regarding the RFI.	Monday October 10, 2022
Response to questions and final date to issue addenda to the RFI.	Friday October 21, 2022
Responses to the RFI due.	Monday October 31, 2022
Notice of Award Expected	Friday November 11, 2022
Execution of Leasing Agreement Expected	Wednesday November 30, 2022

**The AUTHORITY reserves the right to amend or revise this Schedule. It is the sole responsibility of Respondents to periodically review The Authority website (<http://prcda.com/>) for updates to this RFI.*

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Exhibit D: ACT 2-2018 SWORN AFFIDAVIT

**GOVERNMENT OF PUERTO RICO
PUERTO RICO CONVENTION DISTRICT AUTHORITY
(DECLARACION JURADA)
[SWORN STATEMENT]**

Yo, _____, en mi carácter personal o en representación personal o en representación de _____, mayor de edad, (Profesión), _____, (estado civil) _____ y vecino de _____, bajo el más solemne Juramento,

[I _____, by myself or, in representation of _____, of legal age, (profession) _____, (marital status) _____ and a resident of _____, under the most solemn oath,

DECLARO LO SIGUIENTE [*I hereby swear as follows*]:

1. Que mi nombre y demás circunstancias personales o de la corporación, corporación profesional, sociedad civil, sociedad especial, cooperativa o compañía de responsabilidad limitada (en adelante cualquiera de estas "entidades"), son las anteriormente expresadas.

[That my personal circumstances, or the circumstances of the corporation, professional corporation, partnership, cooperative or limited liability company (herein after referred as the "institution".]

2. Que ni el suscribiente ni la entidad que represento, ha sido convicto o declarado culpable en el foro estatal o federal, o en cualquier otra jurisdicción de los Estados Unidos de América de aquellos delitos enumerados en el Artículo 3.4 de la Ley Número 2 de 4 enero de 2018 , **no ha sido convicta o se ha declarado culpable de cualquiera de los delitos enumerados en la Sección 6.8 de la Ley Número 8 de 4 de febrero de 2017, según enmendada, conocida como "Ley para la Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico", o por cualquiera de los delitos contenidos en el Código Anticorrupción para el Nuevo Puerto Rico, según dispuesto por la Ley Núm. 2 de 4 de enero de 2018.**

[That neither the undersigned, nor the institution have been convicted, nor have pleaded guilty at a state or federal court in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Section 6.8 of Act Number 8 of February 4, 2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of

Puerto Rico ", or for any of the crimes contained in the Anticorruption Code for the New Puerto Rico, as provided by Act No. 2 of January 4, 2018.

3. Que suscribo esta declaración jurada de conformidad con lo establecido en el Artículo 3.3 de la Ley Número 2 de 4 de enero de 2018, denominada Código Anticorrupción del Nuevo Puerto Rico.

[That I subscribe this sworn statement in conformity with what is established in Article 3.3 of Act Number 2 of January 4, 2018.]

4. Que de haber sido convicto por alguno de los delitos provistos en el segundo párrafo, debo de proveer por cual de estos he sido convicto, o de ser el caso, por cual de estos ha sido convicta la corporación, corporación profesional, sociedad civil, sociedad especial, o cooperativa a la que represento. En adición, debo de informar en que jurisdicción, en que año y cual es el número de caso del tribunal por el cual se pueda corroborar la convicción.

[Should I or the corporation, if such is the case, has (ve) been convicted of any crimes shown in the second paragraph, such crime or crimes should be disclosed. In addition, information as to the jurisdiction where the crime(s) was committed, as well as the year and the number of the case should be provided.]

5. Que entiendo y acepto que la convicción o declaración de culpabilidad por cualesquiera de los delitos enumerados en el Artículo 3.4 de la citada ley conlleva, además de cualesquiera penalidades, la rescisión automática de todos los contratos entre el suscribiente, la corporación o la sociedad especial que represento y cualquier entidad gubernamental, corporación pública o municipio a la fecha de tal convicción. (Si la información fuere afirmativa, deberá especificar los delitos por los que fue hallado culpable o hizo la alegación de culpabilidad).

[That I understand and accept that any guilty plea or conviction for any of the crimes specified in Article 3.4 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned, the corporation, on any special society that I may represent, and any government entity, public corporation or municipality. (If the information was affirmative, the crimes which the person was been found or pleaded guilty must be specified).

6. Que ni el suscribiente, ni la entidad que represento, han sido convictos, ni declarado culpable en la jurisdicción federal, de los estados o territorios de los Estados Unidos de América o en cualquier otro país, por delitos cuyos elementos constitutivos sean equivalentes a los enumerados en el Artículo 3.4 de la citada ley.

[That neither the signer, nor the institution that I may represent has been convicted, nor has pleaded guilty of crimes in the federal jurisdiction, or in the jurisdiction of any state or



territory of the United States of America or any other country, for crimes whose elements are equivalent to those enumerated in Article 3.4 of the aforementioned Law.]

7. Que el suscribiente, o la entidad que represento _____ se encuentran o _____ no se encuentran (marque una de las anteriores) bajo investigación en cualquier procedimiento legislativo, judicial o administrativo, ya sea en Puerto Rico, Estados Unidos de América u otro país, para poder participar en la adjudicación u otorgamiento de cualquier subasta o contrato, respectivamente.

[That the undersigned, or the institution that I may represent _____ is not _____ (mark one of the previous) under investigation in any legislative process, judicial or administrative proceeding, whether in Puerto Rico, the United States of America or any other country, to participate in the award or grant of any auction or contract, respectively.]

8. Que el suscribiente, o la entidad que represento 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 Estado Libre Asociado de Puerto Rico". Ley Núm. 84 del 18 de junio de 2002, según enmendada. Asimismo, también se compromete al cumplimiento con las disposiciones de la Ley Número 8 de 4 de febrero de 2017, según enmendada, conocida como "Ley para la Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico", o por cualquiera de los delitos contenidos en el Código Anticorrupción para el Nuevo Puerto Rico, según dispuesto por la Ley Núm. 2 de 4 de enero de 2018.

[That the undersigned, or the institution that I represent are committed to comply with the "Code of Ethics for contractors Suppliers of goods and services and applicants for economic incentives of the executive's agencies of the Commonwealth of Puerto Rico". Act 84 of June 18, 2002 as amended. Law Number 8 of February 4, 2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico," or for any of the offenses contained in the Anticorruption Code for the New Port Rico, as provided by Act No. 2 of January 4, 2018. Likewise, it also undertakes to comply with the provisions of Act Number 8 of February 4, 2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico," or by any of the crimes contained in the Anti-Corruption Code for the New Puerto Rico, as provided by Law No. 2 of January 4, 2018.]

9. Que hago la presente declaración jurada para que cualquier entidad gubernamental, corporación pública o municipio, tenga conocimiento de lo aquí declarado y para cualquier otro propósito administrativo y/o legal.



[That I make this sworn statement so that any government entity, public corporation or municipality may have knowledge of what is herewith declared and for any other administrative and/or legal purpose that may be required.]

Y PARA QUE ASI CONSTE, juro y firmo la presente declaración en _____ a _____ de _____ de 2022.

[AND SO AS TO MAKE IT KNOWN], I hereby swear and sign this statement in _____, Puerto Rico, on this _____ day of _____ of 2022.

DECLARANTE [*Deponent*]

AFFIDAVIT NUMERO [*Affidavit Number*]: _____

JURADO Y SUSCRITO ante mí por _____, de las circunstancias personales anteriormente mencionadas y a quien identifico mediante _____, en _____, Puerto Rico, hoy ____ de _____ de 2022.

[SWORN AND SUBSCRIBED] before me by _____, with the aforesaid personal circumstances and whom I have identified by means of a _____, in _____, Puerto Rico, on this _____ day of _____, 2022.

Sello Notarial [*Notary Seal*]

NOTARIO PÚBLICO [*Notary Public*]

