



**GOVERNMENT OF PUERTO RICO
PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY**

**REQUEST FOR PROPOSALS
RFP # 2024-02
Date: March 20, 2024**

PROJECT SCOPE: Naming Rights of the Coliseum of Puerto Rico José Miguel Agrelot

PROPOSAL DUE DATE: April 5, 2024 (5:00PM AST)

PROPONENT ELIGIBILITY: This RFP is open to those Proponents 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. 351-2000, as amended, as a public corporation responsible to support the development of a district composed of hotels, restaurants, retail establishments, public venues, and other commercial developments. The José Miguel Agrelot Puerto Rico Coliseum (the "Coliseum"), a significant part of this district, serves as a premier venue for entertainment, sports, and cultural events, enhancing Puerto Rico's tourism and economic development.

The Authority is tasked with the financial, operational, and developmental responsibilities of the district, including issuing bonds and imposing benefit charges on property owners within the district to finance improvements and the district's operation. In line with these responsibilities, the Authority is committed to enhancing economic growth, boosting tourism, and fostering international business opportunities. A key strategy in this endeavor is the offering of naming rights for the Coliseum, along with the potential for similar opportunities for other facilities within the district. Offering naming rights aligns with objectives to generate additional revenue, enhance the branding and marketing of the facilities, attract corporate sponsorships, and establish partnerships with businesses that share a commitment to the economic and cultural advancement of Puerto Rico. This strategy is part of a broader effort to maximize the district's commercial potential, improve the visitor experience, and sustain the district's operations and surrounding developments.

Therefore, this Request for Proposals (the "RFP") is being issued to solicit from interested parties a Contract for naming rights sponsorship to the Coliseum.

Award of the RFP will be to the Proponent whose Proposal, conforming to this RFP, is most advantageous to the Authority and the Government of Puerto Rico, the financial terms and other factors will also be considered therein.

This RFP does not obligate the Authority to award the Contract or cover any expenses incurred by the Proponents during the preparation and submission of Proposals in anticipation of the Contract.

1.1 PURPOSE AND BACKGROUND

The Coliseum, commonly known as the "Coliseo", is Puerto Rico's largest indoor arena, located in San Juan. It was named in honor of José Miguel Agrelot, a highly respected Puerto Rican comedian and media personality, acknowledging his significant contributions to the entertainment industry in Puerto Rico. Designed to host a wide range of events, including concerts, sports competitions, and conventions, the Coliseum stands as a central hub for cultural and entertainment activities on the island.

Since its inauguration, the Coliseum has hosted numerous major events, featuring local and international artists, thereby cementing its status as a premier venue for large-scale events in the Caribbean. Its modern facilities, including state-of-the-art sound and lighting systems, make it an attractive venue for performers and audiences alike. The management and daily operation of the Coliseum are contracted to AEG Management PR, LLC and overseen by the Authority, which aims to enhance the use of the Coliseum and support the surrounding district's development. This includes hotels, restaurants, and other commercial establishments, furthering Puerto Rico's tourism and entertainment industries. The Coliseum not only

serves as a key entertainment venue but also as a catalyst for economic growth and development within the region.

Act No. 170-2007, known as the *Act for Authorizing the Sale of Naming Rights for Public Properties*, enables the Puerto Rican government, its agencies, departments, instrumentalities, political subdivisions, boards, municipalities, and public corporations to enter agreements for the sale of naming rights for any public property or facility, excluding public schools and hospitals. This initiative aims to generate new and recurring revenues without imposing additional costs on Puerto Rican citizens, leveraging advertising evolution and innovative marketing spaces.

Regulation No. 9512, of October 24, 2023, known as the *Regulation to Establish the Procedures and Parameters for the Sale of Naming Rights of Public Properties*, established by the Puerto Rico Treasury Department, outlines the procedures and parameters for the sale of naming rights for public properties. It defines the scope, applicability, and authorized entities for such transactions, ensuring an agile negotiation and adjudication process that maximizes economic benefits for Puerto Rico. This regulation reflects the government's policy to explore innovative alternatives for revenue generation without burdening the public and to diversify income sources through effective and uniform parameters for naming rights sales.

Offering naming rights for facilities like the Coliseum underpins objectives for economic innovation and revenue generation. It opens avenues for public-private partnerships, enhancing brand visibility and marketing opportunities for businesses while generating funds for the Government. These initiatives are aligned with the goals of Acts 351-2000 and 170-2007, as well as Regulation 9512, to foster economic development, tourism, and international business engagement, establishing a framework for sustainable financial growth and enhanced public services in Puerto Rico.

Moreover, the acquisition of naming rights for a landmark like the Coliseum presents several advantages, primarily for businesses and brands seeking to enhance their visibility and association with Puerto Rico's vibrant culture and entertainment scene. Overall, acquiring naming rights for the Coliseum offers a strategic platform for brand enhancement, community engagement, and marketing synergy, capitalizing on the venue's iconic status and its central role in Puerto Rico's entertainment and cultural landscape.

The Authority seeks to maximize the commercial potential use of this property and enhance the experience of visitors to the Coliseum, while contributing to the tourist, cultural, and economic development of the surrounding areas. For this purpose, the Authority intends to enter into a naming rights sponsorship agreement for the Coliseum.

1.2 DEFINITIONS

Definitions for purposes of this RFP 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 RFP – Means the act whereby the Authority notifies to all Proponents, pursuant to the procedure provided in this RFP, the identity of the Successful Proponent to proceed with negotiations or the execution of the Contract.
4. Contract – The written and fully executed naming rights sponsorship agreement between the Authority and the Successful Proponent, pursuant to this RFP and its addenda.
5. Execution of the Contract – Means the act of signing the Contract by the Authority and the Successful Proponent.
6. Evaluation Committee – Group of individuals designated by the Authority to select the Successful Proponent pursuant to Regulation 9512.
7. Government – The Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations and/or municipalities.
8. Mandatory Items – Requirements which are fundamental for the Authority to award the RFP such that not including them with the Proposal may automatically disqualify the Proponent from the process.
9. Proponent – The individual, corporation, partnership, or any other legal entity authorized to do business in Puerto Rico that submits a Proposal pursuant to this RFP in anticipation of the Contract.
10. Proposal – A formal offer submitted in response to this RFP.
11. Proposal Due Date – The deadline to submit Proposals established in Section 2.2, unless amended by an addendum to this RFP.
12. Request for Proposals ("RFP") – This formal procurement document in which the Authority intends to obtain the best Proposal for the acquisition of naming rights to the Coliseum.
13. Successful Proponent – Proponent that submitted the Proposal accepted by the Authority and is awarded the RFP.

1.3 CONTRACT TERM

The initial term of the Contract awarded under this RFP shall be for five (5) years, with the option to extend the term of the Contract for five (5) additional years, under the same terms and conditions. The parties shall agree in writing to extend the term of the Contract prior to the end of the initial term. The Authority reserves the right to terminate the contract for any reason and at any time upon thirty (30) days written notice.

1.4 NAMING RIGHTS SPONSORSHIP PROPOSAL

Proponents are required to submit a naming rights sponsorship proposal that serves the best interests of the Government of Puerto Rico. This proposal must strive to attain the optimal price for the acquisition of a naming rights sponsorship for the Coliseum, outlining the financial commitments, payment structure, and any other financial obligations offered to be undertaken by the Proponent. Naming rights sponsorship proposals shall also provide additional benefits for the Authority such as brand alignment, marketing strategy, and community benefits, aligning with Act 170-2007's and Regulation 9512's emphasis on maximizing economic benefits for the government of Puerto Rico and ensuring public interest protection.

Furthermore, Proponents shall consider that pursuant to Regulation 9512, total amount for a naming rights contract with the Government must be equitable to contracts of this nature that are given in other jurisdictions and/or to the value resulting from an appraisal conducted by a professional duly authorized to perform these studies in Puerto Rico. Moreover, pursuant to Act 170-2007 and Regulation 9512, payment of the total amount of the naming rights sale is expected before the Contract commences. However, if a

Proponent offers a payment schedule, the provision of a performance bond becomes essential for the Contract's approval per the provisions of Regulation 9512.

1.5 MINIMUM QUALIFICATIONS

The following are required minimum qualifications:

Type of Organization: The Proponent may be an individual, corporation, partnership, or a joint venture duly organized under the laws of the Government of Puerto Rico.

All Proponents, if incorporated, must show they are in good standing with the Department of State. All Proponents that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the Department of State requesting authorization to do business in Puerto Rico, which shall have been requested prior to the date of submission of the Proposal hereunder. Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

Proponent's Good Standing and Notification of Debarments, Legal Issues, Ownership Structures, and Conflicts: If any of the Proponent's principals, officers, directors, or partners has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, the Proponent shall disclose that information in its Proposal. Failure to provide such information may result in rejection of the Proposal without further consideration.

Each Proponent's principals, officers, directors, and partners must be in good standing with the Authority, their affiliates, and the Government of Puerto Rico, and with any Federal or local agency that has or had a contractual relationship with the Proponent or any of its principals, officers, directors, and partners. Therefore, if a state, Federal, or local agency has terminated any contract with a Proponent for default, the Proponent may not be eligible to submit a Proposal in response to this RFP.

Although not necessary for participating in the RFP, Proponents may choose to present a valid and effective certification issued by the Puerto Rico General Services Administration ("ASG", by its Spanish acronym) evidencing a Proponent's registration in the *Sole Registry of Bidders* or the *Sole Registry of Providers* (the "Registry") and its eligibility to contract with the Government. Full registration in the Registry shall not signify that a Proponent complies with other qualifications and requirements described in the RFP, which shall be submitted pursuant to the terms and conditions described herein.

The responsibility for filing complete and correct documents and for complying with all the requirements established to contract with the Government rests entirely with Proponents.

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 RFP process. Accordingly, the Authority also encourages Proponents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as part of their Proposals to the greatest extent possible.

2. GENERAL INFORMATION FOR PROPONENTS

2.1 RFP COORDINATOR

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

Name	Teresa Campo
E-Mail Address	tcampo@prcda.pr.gov

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

2.2 RFP TIMELINE

The estimated schedule of the procurement events is as follows:

Event	Target Date
Issuance of RFP	March 20, 2024
Deadline to Submit Questions	March 27, 2024
Issuance of Answers to RFP Questions	April 1, 2024
Deadline to Submit Proposal	April 5, 2024, at 5:00pm
Deadline to Submit BAFO, as required	April 10, 2024
Estimate Award Date	April 12, 2024

The Authority reserves the right to modify this schedule at its discretion, as it deems necessary. In such a case, the Authority will inform Proponents via e-mail. Failure to receive a written notice shall not exempt Proponents from complying with changes to the schedule. Proponents shall therefore undertake necessary steps to remain informed of events related to the RFP.

2.3 REVISIONS TO THE RFP

Any interpretations, corrections, or changes to this RFP will be made by addendum. The Authority may issue addenda in the event it becomes necessary to revise any part of this RFP. Additionally, the published questions and answers and any other pertinent information shall be provided as addenda to the RFP.

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

All addenda will be made available to all potential Proponents who have requested and/or received a copy of this RFP as per the Authority's log.

2.4 NO OBLIGATION TO CONTRACT/ REJECTION OF PROPOSALS/ CANCELLATION

Issuance of this RFP does not constitute a commitment by the Authority to submit an award or execute the Contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of the Contract will be subject to all approvals required by law, including the FOMB if applicable. The Authority will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless the Contract has been duly executed and delivered by the Authority after approval by the appropriate governmental authorities.

The Authority reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time prior to the Execution of the Contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the Government of Puerto Rico.

The Authority reserves the rights to: (i) reject, at its sole discretion, all Proposals received without penalty, and (ii) not to execute the Contract.

The Authority further reserves the right to make investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal(s). If any or all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

2.5 FULL ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Proposal each Proponent certifies that it fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction.

2.6 SUBMISSION OF PROPOSALS

Proponents are required to submit in writing one (1) electronic copy of the Proposal in response to this RFP. All applicable documents, including forms, attachments, appendixes, and attachments to this RFP, must be completed, signed, and returned with the Proposal. Each page of the Proposal, including exhibits, must be numbered sequentially at the bottom of the page to indicate the "Page ___ of ___".

Also, each Proposal must be accompanied by a cover letter limited to a page with a title that references of this RFP, and include the following detailed information of the Proponent:

- a) Full legal name of the Proponent.
- 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 Proponent and each collaborator.
- d) If the Proponent is a corporation, partnership, LLP, LLC, etc., identify the state under which Law the Proponent is organized. Otherwise, if the Proponent is an individual, identify the place where the Proponent 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 Proponent to enter into negotiations with the Authority regarding the RFP and any subsequent awarded contract. The cover letter should indicate any limitations on the authority for any named person.
- f) Identify the person or company that prepares or has participated in the preparation of the Proposal. If that person or company will not participate in the execution of the project, describe how the transfer of responsibility will occur to ensure timely execution.
- g) Certify that the Proposal is in response to this RFP and will remain firm for a period of one hundred twenty (120) days from its due date and, subsequently, until the Proponent withdraws or executes the Contract, or the RFP is terminated by the Authority, whichever occurs first.
- h) Be signed by the president or authorized person.

The cover letter of the Proposal must state accurate and complete information as required in this RFP. 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 the Contract if it is discovered in the future. If a Proponent knowingly and intentionally submits false documents or information, the Authority reserves the right to reject the Proposal. If it is determined that the Contract was awarded because of the false documents or information or other data submitted in response to this RFP, the Authority does reserve the right to terminate the Contract.

Proposals unnecessarily elaborated or lengthy or other presentations beyond the necessary requirements that do not provide a clear answer for all RFP requirements shall be rejected and returned to the Proponent.

Proposals shall be submitted as an attachment to an e-mail containing the following information:

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

Proposals must be received by the Authority **no later than 5:00 p.m.** AST (Puerto Rico time) on the Proposal Due Date established in Section 2.2 above, and shall be submitted to the following address:

tcampo@prcda.pr.gov
RE: RFP Title and Number

Proposals submitted by postal mail, wire, telegram, fax, or any other means will not be considered.

All costs of the Proposal will be borne by the Proponent. The Authority will not be responsible for all the pre-contractual expenses incurred by the Proponents in the preparation and/or presentation of the Proposals. Proposals will not include any type of expenses that will be subsequently claimed by the

Proponent. The Authority will not provide parking, office/storage space, telephone services or reproduction services throughout the proposal process.

Late Proposals 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.

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

The Authority shall open the Proposals after the Proposal Due Date. Proposals will not be publicly read.

2.7 RESPONSIVENESS

All Proposals will be reviewed by the Authority to determine compliance with the administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the Proposal.

The Authority reserves the right to waive any informality or irregularity in a Proposal or offer if it determines that doing so is in the best interest of the Government.

2.8 MOST FAVORABLE TERMS

All Proposals shall be initially submitted with the most favorable terms which the Proponents can propose as the Authority may not provide further opportunities to Proponents to refine the Proposals. The Authority does reserve the right to contact a Proponent for clarification of its Proposal and/or to request a better definitive offer.

The terms of the selected Proposal may ultimately be incorporated, in whole or in part, into the Contract. The Proposal will become a part of the official procurement file on this matter without obligation to the Authority.

2.9 ACCEPTANCE PERIOD

Proposals should remain valid for one hundred and twenty (120) consecutive calendar days, beginning either from the Proposal Due Date or ninety (90) days after submission of clarifications to the Proposal, whichever occurs later. The Selected Proponent is anticipated to uphold their Proposal for an extra sixty (60) calendar days following the award notification date or for the duration of negotiations, whichever extends longer.

2.10 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All Proposals, evaluations, discussions, and negotiations will be kept fully confidential throughout the evaluation process until selection of the Successful Proponent or until a court of justice orders otherwise. During such period, only the Authority will have access to the Proposals although the name of Proponents submitting Proposals may be made public. Once Proponents are notified the identity of the Successful Proponent, some contents of all the Proposals may be made public to the extent that they relate to the evaluation criteria and selection process. 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 Proposal 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 Proposals, which will then become the property of the Authority. The Authority has the right to use any or all the ideas presented in the Proposal without any change or limitation. The selection or rejection of a Proposal does not affect these rights.

2.11 CONTRACT GENERAL TERMS & CONDITIONS

The Successful Proponent will be expected to enter into the Contract. All Proposals shall conform and comply with the provisions of Act 170-2007 and Regulation 9512 regarding the acquisition of naming rights to public facilities of the Government of Puerto Rico. Proponents are solely responsible to familiarize themselves with the aforementioned legal norms and the Authority assumes no responsibility for doing so. The Authority will assess requested exceptions and reserve the right to accept or reject them at its sole discretion and if permitted by Applicable Law.

3. PROPOSAL CONTENTS

Unless otherwise stated, Proponents must provide all documents requested under this section as part of their Proposals. Proponents 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 Proponent. Such representative shall have the authority to bind the Proponent to the execution of all the provisions of the Proposal and any subsequent changes, as well as the Contract.

3.1 GENERAL PROPOSAL DOCUMENTS (MANDATORY)

(a) Proponent Certification

Proponents must include with their Proposal the Proponent Certification Affidavit shown in Exhibit A.

(b) Executive Summary

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

(c) Financial Information

Each Proposal must include year-end (fiscal or calendar) audited, reviewed, or compiled financial statements for the Proponent's most recent year issued by a Certified Public Accountant (CPA) and prepared in accordance with Applicable Law. The Authority reserves the right, at its own discretion, to request from the Proponent a letter of credit subscribed by a high-ranking officer of a financial institution duly authorized to do business in Puerto Rico.

(d) Additional Certifications and Representations

Without excluding other certifications pertinent to this specific RFP, and except as specified below, the Successful Proponent shall obtain, before Execution of the Contract, and deliver to the Authority the following:

1. 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").
2. 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.
3. 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", for its Spanish acronym).
4. 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.
5. 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.
6. Worker's Compensation Insurance policy issued by the State Insurance Fund.
7. Certificate of no debt, or payment plan and compliance therewith, issued by the State Insurance Fund.
8. A certificate of compliance with ASUME's orders to retain alimentary pension allowances from its employees' salaries.
9. If a corporation is 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 Proponent may have to provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.
10. The Proponent may include with the Proposal a valid and effective certification evidencing its registration in the *Sole Registry of Bidders* or *Sole Registry of Providers* of the ASG 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 9.
11. If available or applicable, certificate of tax withholding waiver issued by the Internal Revenue Area of the Department.
12. A resolution from the Proponent's board of directors or a certification from the partnership authorizing the Proponent's representative to execute the Contract.
13. Any additional certificates or documents required by legal statutes, regulations, among others.

The Proponent must explicitly acknowledge in the Proposal that the aforementioned certifications constitute an essential condition for entering into a contractual relationship 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.

(e) Naming Rights Sponsorship Proposal

Each Proposal must include a comprehensive naming rights sponsorship proposal for the acquisition of naming rights for the Coliseum per the provisions of Section 1.4 above.

3.2 OTHER INFORMATION

Proposals shall also include the following information, if applicable:

- A. If the Proponent 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 Proponent has or has not had a contract terminated for default in the last three (3) years. Describe any termination incident due to default.
- C. If the response to the previous question is yes, submit a full disclosure of the terms for such default, including the other party's name, address, and phone number, and express the Proponent's position on the matter. The Authority will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the experience.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

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

4.2 EVALUATION WEIGHTING AND SCORING

The Authority will examine all Proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals 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 Proposals meeting the proposal submission requirements will be evaluated.

Each Proposal that meets all the all-submission requirements will be independently evaluated and scored by the Evaluation Committee. The Proposals shall, in general, be evaluated based on economic terms and other value added per Section 1.4 above, compliance with the Proposal Elements listed in Sections 3.1 and 3.2 above, and any other evaluation criteria set forth in this RFP. When evaluating Proposals the Evaluation Committee may also consider any conflicts with existing sponsorship agreements in the Coliseum.

4.3 ORAL PRESENTATIONS

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

4.4 DIRECT NEGOTIATIONS

The Authority 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 and confirm that the terms of the Contract are understood by the Proponent so as to ensure compliance with the specifications. No statement made or action taken by the Authority during these discussions or negotiations shall bind the Authority 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 Authority will keep confidential all such 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 2.13 above. The Execution of the Contract that emerges from the negotiations will be subject to final approval by the Authority's Board of Directors.

4.5 NOTICE OF AWARD

Once the Evaluation Committee makes the pertinent award, it will notify the final determination through an Award Notice or Resolution. The Award Notice or Resolution will be duly notified by U.S. certified return receipt requested mail or electronic mail to all the parties that have the right to challenge such determination, i.e., to all the Proponents participating in the process.

The Award Notice must include: (a) the names of the Proponents participating in the RFP and a summary of their proposals; (b) the factors or criteria that were taken into account for the award of the proposal; (c) the defects, if any, that the proposals of the losing Proponents had, and (d) the availability and term to request reconsideration and judicial review. The Evaluation Committee must file in its files a copy of the final determination on the award and the proof of notification.

4.6 PAYMENT/PERFORMANCE BOND

If the Successful Proponent does not offer payment of the total amount of the naming rights sale upon execution of the Contract, and instead offers a payment schedule, it shall furnish a Payment/Performance Bond as security for the faithful performance of its naming rights sponsorship obligations in connection to the Contract per the provisions of Regulation 9512. 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.

5. REVIEW AND RECONSIDERATION

5.1 REQUEST FOR RECONSIDERATION

Any Proponent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Executive Director of the Authority in accordance with the *Uniform Administrative Procedure Act*, Act No. 38-2017, 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 Proposal Due Date shall be submitted no later than five (5) working days after these occurrences became or should have been apparent to the Proponent 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 as to a request for reconsideration will be governed by the *Uniform Administrative Procedure Act* and the Authority's regulations.

Exhibit A

PROPONENT CERTIFICATION
RFP # 2024-02

NAMING RIGHT SPONSORSHIP AGREEMENT FOR THE COLISEO DE PUERTO RICO
JOSE MIGUEL AGRELOT

I, [Name], of legal age, [Civil Status], resident of [City or Town], being duly sworn on my oath to depose and say:

1. That I am [Title] of [Company Name], the Proponent submitting the Proposal to the Puerto Rico Convention Center District Authority ("AUTHORITY") for above referenced Request for Proposal;

2. That I executed this 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 AUTHORITY relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the agreement for said project;

3. That the Proponent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of competition in connection with the above referenced Request for Proposal;

4. That the Proponent observes and complies, and will observe and comply, with all Applicable Law, particularly with Act No. 1-2012, and Act No. 2-2018, respectively, and shall cause all of its subcontractors, if any, to perform the services in accordance with Applicable Law;

5. That the Proponent or any person associated therewith in the capacity of owner, partner, director, officer, project director, manager, auditor or any other member of the Proponent's Project Team (including any firm or individual) has not been convicted, or that it has no knowledge of being subject to investigation, indicted or convicted in a criminal procedure in state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property or for the felonies or misdemeanors mentioned in Act No.2-2018;

6. That neither the Proponent 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 interests with the AUTHORITY.

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

Further, the Proponent hereby expressly authorizes the following named Proponent Official to bind the Proponent and exercise any relief granted to the Proponent in any matter relating to this Proposal.

AND SO AS TO MAKE IT KNOWN, I hereby swear and sign this statement in [City or Town] Puerto Rico, this ___th day of _____, 2024.

Signature of Proponent's Official	Name of Proponent's Official (Print or Type)	Title of Official

Affidavit Number: _____
SUBSCRIBED and SWORN before me by _____, of the above stated circumstances, whom I personally know or I have identified by means of _____, this ___th day of _____, 2024, in [City or Town], Puerto Rico.

NOTARY PUBLIC