Request for Qualifications

Design-Build-Finance-Operate-Maintain for the Student Life Project at the University of Puerto Rico Mayagüez Campus

www.p3.pr.gov

May 8, 2018
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SECTION 1
OVERVIEW OF RFQ AND PROCUREMENT PROCESS

1.1 INTRODUCTION

The Puerto Rico Public-Private Partnership Authority ("Authority"), in collaboration with the University of Puerto Rico ("UPR" or "UPR System") and the University of Puerto Rico Mayagüez Campus ("Campus" or "Mayaguez Campus"), wishes to request qualifications from companies, developers, contractors, teams or concessionaires interested in participating in a procurement process to design, build, finance, maintain and operate certain on-campus student housing, parking and student retail amenities on the Campus ("Project" or "Student Life Project").

The UPR System and the Campus (collectively, the "Owners") wish to achieve their objectives of enhancing student life facilities in the Campus in order to significantly improve the overall experience for students and personnel that are part of the Campus community. Specifically, the Campus experiences a shortage of student housing and parking and outdated student retail facilities. The Project is consistent with the Campus’ vision and mission, its Strategic and Master Plans, and the UPR Fiscal Plan.

The objectives for the Project can be summarized as follows:

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<td>▪ <strong>Provide an enriching student life experience:</strong> the Campus believes the Project is a significant step to achieve higher standards in student services and facilities. All of the components of this project (housing units, parking facilities, and student retail amenities) are designed to enhance social campus life and encourage on-campus activities.</td>
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<td>▪ <strong>Enhance academic performance:</strong> the Campus considers that significant improvements in student life facilities will have a direct and positive impact on academic performance. Updated higher education facilities can be conducive to new ways of learning, collaboration and social interaction.</td>
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<td>▪ <strong>Deliver much needed infrastructure improvements:</strong> significant capital improvements have been postponed for too long. The proposed Project is a definitive step to address long-standing physical deficiencies such as flooding and upgrading aging infrastructure.</td>
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<td>▪ <strong>Increase student retention, international students and loyalty:</strong> the Campus is seeking to strengthen its student retention efforts, increase its share of international student and nurture stronger sense of loyalty to the Campus. Having updated</td>
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infrastructure can augment the sense of appreciation for the Campus that already enjoys certain devotion from students, faculty and personnel.

- **Improve quality of life of Campus community and Mayagüez area:** the transformative nature of the Project will have a positive impact on the entire Campus community and the Mayagüez area.

Prospective Respondents are encouraged to review the following documents, which are available for download on the Authority’s website at [http://www.p3.pr.gov](http://www.p3.pr.gov):

- Desirability and Convenience Study for the Student Life Project at the University of Puerto Rico Mayagüez Campus (“Desirability Study”).
- Public-Private Partnership Authority Act, Act No. 29 of June 8, 2009, as amended.
- Regulation for the Procurement, Evaluation, Selection, Negotiation, and Award of Participatory Public-Private Partnerships Contracts under Act No. 29-2009, as amended.

### 1.2 **BACKGROUND TO PUERTO RICO’S PUBLIC-PRIVATE PARTNERSHIP PROGRAM**

The Public-Private Partnership Act (the “Act”), as amended, was first enacted on June 8, 2009. The Act states that the public policy of the Government of Puerto Rico (“Government”) is to favor and promote the establishment of public-private partnership (“PPPs” or “P3s”) for the creation of certain Priority Projects (as such term is defined in the Act) and among other things, to further the development and maintenance of infrastructure facilities, share with the private sector the risks involved in the development, operation or maintenance of such projects, improve the services rendered and the functions of the Government, encourage job creation and promote Puerto Rico’s socio-economic development and competitiveness.

The Act provides that the PPP public policy must maintain such controls as are necessary to protect the public interest and temper this need with the profit-making purpose of any private operation. The contractual relationship must thus be mutually beneficial, while ensuring the efficient, effective and affordable provision of public goods and services to all citizens.

The Authority was created pursuant to the Act as a public corporation of the Government, affiliated to the Puerto Rico Fiscal Agency and Financial Advisory Authority (“FAFAA”). The Authority is designated as the sole government entity authorized and responsible for implementing the Government’s public policy on PPPs and for determining the functions, services or facilities for which PPPs are to be established.
The Authority must establish a PPP Committee for each proposed PPP project. The PPP Committee is responsible for: (1) the qualification, evaluation and selection processes of the proposed PPP; (2) establishing the terms and conditions of the PPP Contract; and (3) reporting on the procedures followed.

Respondents should note that the PPP Committee has been vested with the Authority to negotiate the terms of the PPP Contract. The Authority and, in this case, the UPR and the Campus, have been vested with the authority to approve the PPP Contract agreed by the PPP Committee with a Preferred Proponent, subject to final approval by the Governor of Puerto Rico or his delegate.

1.3 Function of this RFQ

This document is a Request for Qualifications ("RFQ") issued under Section 5.4 of the Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Participatory Public-Private Partnership Contracts under Act No. 29 of June 8, 2009, as amended ("Regulation"). Prospective Respondents should review carefully the Act and the Regulation (each of which is available for download on the Authority's website: http://www.p3.pr.gov) and should ensure that they comply with all applicable provisions set out therein.

This RFQ provides each interested prospective Respondent with sufficient information to enable it to prepare and submit a Statement of Qualifications ("SOQ") for consideration and evaluation by the Authority. This RFQ contains instructions to prospective Respondents and a Form of Respondent Certification, which must be completed in its entirety and submitted to the Authority for the prospective Respondent to be considered for qualification. The completed Form of Respondent Certification, together with all required attachments, shall constitute the prospective Respondent's SOQ. The Form of Respondent Certification is attached as Appendix A.

The Authority is issuing this RFQ because it has determined that:

1. the Project meets the requirements of Article 3 of the Act; and
2. it is advisable to pursue the establishment of a PPP in connection with the Project.

This RFQ is being issued, in anticipation of a Request for Proposals ("RFP") to be issued by the Authority for the Project, to identify those Respondents that meet the minimum requirements necessary to comply with the Act (as discussed in Section 4 of this RFQ), in particular:

a) financial condition; and
b) technical and professional ability and experience.
The objective of this RFQ is to enable the PPP Committee to shortlist the best qualified Respondents. Nevertheless, the PPP Committee, in evaluating Respondents, may disqualify a Respondent if the Respondent:

a) may be treated as ineligible to submit a proposal on one or more grounds specified in Section 6 of the Regulation;

b) fails to satisfy the standards established by the PPP Committee with respect to the Respondent’s required financial condition, or technical or professional ability and experience (as discussed in Section 4 of this RFQ); or

c) fails to comply with the requirements of Articles 9(a) (Applicable Requirements and Conditions for those who wish to be considered as Respondents) and/or 9(d) (Consortia) of the Act, as applicable.

Pursuant to Section 5.4 of the Regulation, the PPP Committee reserves the right, to limit in its absolute discretion the number of Respondents it considers to be the best qualified in order to arrive at a shortlist of Proponents to allow for an orderly procurement.

The Authority hereby notifies prospective Respondents that it intends to exercise its right to limit the number of Respondents who may be qualified.

1.4 **Overview of the Contents of this RFQ**

This RFQ requires Respondents to formally express their interest in submitting qualifications and, eventually, a proposal to enter into a PPP Contract for the Project. Section 2 of this RFQ provides an introductory description and highlights of the Project. Section 4 discusses the required qualifications of Respondents and evaluation criteria.

1.5 **Process and Schedule**

The procurement of the Project is expected to take place in the following stages:

*Stage 1 – RFQ Process (Qualification Stage)*

The process, as described in this RFQ (the “RFQ Process”), precedes the RFP process described below (the “RFP Process”) and is intended to identify the qualified Respondents that are eligible to participate in the RFP Process (the “Shortlisted Respondents”).

During this stage Respondents submit their statement of qualifications (SOQ) pursuant to this RFQ.
The RFQ Process is a standalone and independent stage that is completed once the Shortlisted Respondents are identified by the Owners and all Respondents have received final notification from the Owners as to the results of the RFQ Process.

**Stage 2 – RFP Process**

The RFP Process is the competitive procurement process that follows the RFQ Process. The RFP Process is intended for Shortlisted Respondents only and is to result in the selection of a Preferred Proponent for the Project.

**Stage 3 – Implementation of the Project Agreement**

Once the Preferred Proponent and the Owners have executed the Project Agreement, the Project will proceed in accordance with the terms and conditions of the Project Agreement.

A summary schedule of the major activities associated with the procurement process is presented in Table 1-1. The dates and activities are subject to change and may be revised through the issuance of addenda to this RFQ.

**TABLE 1-1: RFQ SCHEDULE**

The Authority expects to adhere to the following schedule for the qualification of prospective Respondents:

- **May 8, 2018** - Date of issuance of RFQ by the Authority.
- **May 25, 2018** - Pre-Submittal Conference Call (see RFQ, Section 1.6).
- **June 13, 2018** - Date for End of RFQ Clarification Period (see RFQ, Section 1.10).
- **June 20, 2018** - Deadline for the Authority to release responses to request for clarification (RFCs).
- **June 27, 2018** - Due date for submission of SOQs no later than 5:00p.m. AST.
- **July 11, 2018** - Estimated Date for Notification of Shortlisted Respondents (this date is subject to changes).

In furtherance of the Authority’s mission, the PPP Committee reserves the right to reject any and all SOQs, to waive technical defects, irregularities or any informality in SOQs, and to accept or reject any SOQs in its absolute discretion. The PPP Committee also reserves the right to postpone the date on which SOQs are required to be submitted, or to take any other action it may deem in the best interests of the Owners.
After the PPP Committee reviews and evaluates all SOQs, it will make public the list of Shortlisted Respondents (but reserves all rights to manage the procurement process as deemed advisable in its absolute discretion pursuant to Section 5.11 of this RFQ).

Respondents that are shortlisted by the PPP Committee and decide to participate in the RFP process will have the opportunity to conduct a thorough due diligence, after signing the Confidentiality and Process Agreement, a form of which will be provided to Shortlisted Respondents.

Once a Shortlisted Respondent has executed the Confidentiality and Process Agreement, it will have the opportunity to conduct due diligence of the Project through:

(a) receipt and review of the RFP for the Project, which will include confidential information about the Project and a detailed and fully-considered draft of a Project Agreement. The Project Agreement will address, among other matters:

(i) all of the rights and obligations of the Contractor during the term of the Project Agreement; and

(ii) detailed and comprehensive description of the Project including draft of operations and maintenance standards, among other documentation.

(b) access to a data room – this data room will appear online and is intended to provide highly detailed information on the Project, which may include:

(i) design guidelines for the new facilities;

(ii) operational and architectural program guidelines;

(iii) demand analysis;

(iv) site and environmental analysis;

(v) historical data; and

(vi) other relevant information and requirements.

(c) respondent one-on-one meetings;

(d) site visits; and

(e) a review of, and discussion relating to, the proposed Project Agreement and related documents.
A more detailed description of the RFP Process, together with a more detailed timetable, will be provided in the RFP. The intention of the PPP Committee is to select a Preferred Proponent in 2018.

1.6 **PRE-SUBMITTAL CONFERENCE CALL**

The Authority intends to conduct a Pre-Submittal Conference call as part of this RFQ process. The Pre-Submittal Conference Call will allow Authority personnel to introduce the Project to interested parties and explain the RFQ requirements. Prospective proponents and other parties interested in participating in the Pre-Submittal Conference Call should register using the instructions below:

- Send registration email to: RFQ-STUDENTLIFE@p3.pr.gov
- In subject of email write the following: Registration for Pre-Submittal Conference Call.
- Provide your contact information and the number of participants to the call. If other participants will be in different locations those participants will also have to be registered in order to be granted access to the call.

1.7 **CONSORTIA**

To the extent that any Respondent has formed or proposes to form a consortium to participate in the RFP for this Project, such Respondent should respond to this RFQ setting out the identity, role and capabilities of each Team Member of the consortium.

1.8 **ADDITIONAL RULES WITH RESPECT TO ALL RESPONDENTS**

For the purposes of this RFQ, the following definitions will apply:

“Conflict of Interests” means any situation in which the personal or financial interest of the public official or persons related to such public official is or could reasonably be in contravention of the public interest.

“Contractor” means the Person or Company who executes a PPP Contract with a Partnering Government Entity or the successor thereof.

“Days” means calendar days, unless otherwise expressly stated.

“Desirability and Convenience Study” or “Study” means the study that seeks to determine whether the establishment of the proposed Public-Private Partnership (“PPP”) described herein is advisable.

“Federal Agency” means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created or which may be created, designated or established by the United States of America.

“Financial Close” means the time when the PPP Contract and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the PPP Contract and Project financing agreements have been satisfied.

“Government Entity” means any department, agency, board, commission, body, bureau, office, Municipal Entity, public corporation or instrumentality of the Executive Branch, as well as of the Judicial Branch and the Legislative Branch of the Government, whether existing or to be created in the future.

“Key Individual” means an individual who will play an important role in the Project on behalf of a Team Member.

“Key Subcontractor” means each person or legal entity which will be principally or partially responsible for providing legal or technical services or support in connection with the design, construction, maintenance, improvement and life cycle work on the Project.

“Local Parties” means local general contractors, subcontractors, suppliers, manufacturers, professionals (including architects and consulting engineers) and relevant service providers who are based in or have a significant on-going business presence within the Government.

“Owners” or “Project Owners” refers to the University of Puerto Rico System and the Mayagüez Campus, who constitute the public sector owners of the Project.

“Partnership Committee” or “PPP Committee” means a Committee designated by the Authority to evaluate and select qualified persons and the proponents of a Partnership and to establish and negotiate the terms and conditions it deems appropriate for the corresponding PPP Contract.

“Project” means the Student Life Project described in this RFQ solicitation.

“Project Agreement” or “PPP Contract” means the contract executed by the selected Proponent and the Partnering Government Entity to establish a Partnership, which may include, but shall not be limited to, a contract to delegate a Function, administer or render one or more Services, or conduct the design, building, financing, maintenance, or operation of one or more Facilities that are themselves, or are closely related to, Priority Projects, as established in the Act. A PPP Contract may be, without it being understood as a limitation, any modality of the following kinds of contract: design / build, design / build / operate, design / build / finance / operate, design / build / transfer / operate, design / build / operate / transfer, turnkey contract, long-term lease contract, surface right contract, administrative
concession contract, joint venture contract, long-term administration and operation contract, and any other kind of contract that separates or combines the design, building, financing, operation or maintenance phases of the Priority Projects, as established in Section 3 of the Act. The obligations arising from these contracts shall be binding insofar as these do not disrupt the law, morality, or public order.

“Proponent” means a Shortlisted Respondent that participates in the RFP Process;

“Preferred Proponent” means the Proponent selected by the Authority to undertake the Project and enter into the PPP Contract.

“Public Interest” means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

“Puerto Rico Public-Private Partnership Authority” or “Authority” means a Public Corporation of the Government of Puerto Rico created by virtue of Section 5 of the Act.

“Respondent” means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit an SOQ in response to this RFQ.

“RFP” means the Request for Proposals and addenda issued by the Authority in Stage 2 to obtain proposals for the Project from the Advancing Firms.

“RFQ” means this Stage 1 Request for Qualifications and all addenda.

“Scope of the Project” means the work and services to be provided by the Contractor in the design, permitting, financing, construction, and operation and maintenance of the Project, under the PPP Contract.

“SOQ” means a statement of qualifications to be submitted by Respondents pursuant to this RFQ. All references in this RFQ to “RFQ submissions”, “RFQ submittals”, “responses” and expressions of a like nature are deemed to refer to the SOQ.

“Team Member” means a member of a Respondent. Team Members should be identified in Respondents’ RFQ submissions and not be changed without the consent of the PPP Committee. For the purpose of this Project, Team Members shall include, without limitation, each of the following with respect to a Respondent:

- each person, partnership, company or legal entity that is formally or informally reviewing the Project and intends to participate as a potential equity investor in the Proponent that will execute the PPP Contract for this Project. This will include (without limitation) the ultimate owner or holding company of any such investor or, in the case of a managed fund or pension plan, the manager of the fund or pension plan;
• design firm; construction firm;
• maintenance firm; operations firm; and
• each subcontractor.

Please note the following with respect to Respondents:

(a) Except as specifically provided to the contrary in this RFQ, no Team Member may join or participate, directly or indirectly, as a Team Member in more than one Respondent for this Project. Each person or legal entity who participates as a Team Member is responsible for ensuring that no other person or legal entity which is “Related” to it joins or participates, directly or indirectly, as a Team Member in any other Respondent. Unless otherwise provided herein, any violation of this provision shall disqualify the Respondent and its Team Members.

A person or company is “Related” to another person or legal entity if:

• one may exercise Control over the other; or
• each is under the direct or indirect Control of the same ultimate person or legal entity.

For purposes of this RFQ, a person or legal entity exercises “Control” of another if it is the owner of any legal, beneficial or equitable interest in 50% or more of the voting securities in a corporation, partnership, joint venture or other person or entity or if it has the capacity to control the composition of the majority of the board of directors of any such person or entity or to control the decisions made by or on behalf of any such person or entity or otherwise has the ability to direct or cause the direction of the management, actions or policies of any such person or entity (whether formally or informally); and the terms “Controlling” and “Controlled” have corresponding meanings.

Subject to the requirements and entitlements of the Authority set forth below, submission of an SOQ will not limit a Respondent’s ability to add to, substitute, or subtract from, its Team Members during the procurement process.

The Authority intends to issue the RFP only to Shortlisted Respondents. If for any reason, after the Submission Deadline and prior to issuance of the RFP, a Respondent wishes or requires to: (i) change any Team Members listed in the Respondent’s RFQ submission (either by adding new members, removing listed members or substituting new members for listed members), or (ii) materially change the ownership or Control of a Respondent or a Team Member, then, in each case, the Respondent must submit a written application (with such information as the PPP Committee may require) to the PPP Committee seeking its consent to the proposed change, which consent may be withheld or delayed in the absolute discretion of the PPP Committee. Without limiting the foregoing, the PPP Committee may refuse to
consent to a change to a Respondent or its Team Members and/or may disqualify the Respondent from further participation in the procurement process if:

- the change would, in the sole opinion of the PPP Committee, result in a weaker Respondent or Respondent team than that which is listed in the Respondent’s SOQ or result in the Respondent or the Respondent team being materially different from the Respondent (and Respondent team) that was originally shortlisted; or

- the evaluation of the new Respondent team, using the evaluation criteria described in Section 4 of this RFQ, would rank the Respondent, taking into account the proposed change or changes, lower than a Respondent that has not been shortlisted.

For clarity, the Authority’s discretion to consent to changes to a Respondent’s Team Membership includes discretion to approve changes to the legal relationship between the Respondent and/or its Team Members such as the creation of a new joint venture, partnership or legal entity that will take the place of the Respondent.

The Authority’s consent may include such terms and conditions as the Authority may consider appropriate.

“UPR” or “UPR System” means the University of Puerto Rico as the main public university system of Puerto Rico and a government-owned corporation of the Government of Puerto Rico.

Terms not specifically defined in this RFQ take their meaning from the Public-Private Partnerships Act, Act No. 29 of June 8, 2009, as amended or the Regulation.

### 1.9 Restricted Parties

Restricted Parties (as defined below), their respective directors, officers, partners, employees and persons or legal entities Related to them (as defined in Section 1.7 above) are not eligible to participate as Team Members, or advise any Team Member, directly or indirectly, or participate in any way as an employee, advisor, or consultant or otherwise in connection with any Respondents. Each Respondent will ensure that each Team Member does not use, consult, include or seek advice from any Restricted Party. The following Restricted Parties have been identified:

- CPM PR, LLC,
- Pietrantoni Méndez & Álvarez LLC,
- Estudios Técnicos, Inc.,
- V Architecture,
- KPMG, LLP, and
any subsidiary or affiliate of the above-mentioned persons or entities.

Moreover, Respondents must comply at all times during the procurement process with the Authority’s Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the “Ethics Guidelines”). Prospective Respondents should review the Ethics Guidelines, which are available for download on the Authority’s website: http://www.p3.pr.gov.

Finally, Respondents should be aware that the list of Restricted Parties is not exhaustive and that a person that is not included as a Restricted Party may still be prohibited from participating in the Project pursuant to the provisions of the Ethics Guidelines. However, the fact that a person provides or has provided services to an Owner may not automatically prohibit such person from participating in the Project. Each Respondent is responsible for ensuring that all persons engaged to provide any type of assistance in connection with the Project are in compliance with the provisions of the Ethics Guidelines and, to the extent any question exists as to compliance with the Ethics Guidelines, the Respondent should consult with the Authority.

1.10 DEADLINE

Those interested in becoming Shortlisted Respondents must submit their responses to this RFQ no later than Wednesday, June 27, 2018 at 5:00 pm (AST) (the “Submission Deadline”). RFQ submissions must be received by the Authority no later than the Submission Deadline at the address and in the manner set out in Section 5.5 below (the “Submission Address”). The Authority will not accept RFQ submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether an RFQ submission is submitted before the Submission Deadline will be based on the time and date stamp each Respondent must ensure it receives from the Authority at the Submission Address. It is the sole responsibility of each Respondent to ensure that its RFQ submission is delivered to the Submission Address no later than the Submission Deadline. RFQ submissions received after the Submission Deadline will be rejected and returned to Respondents unopened.

1.11 CLARIFICATIONS

Note that a Respondent may submit a request for clarification (“RFC”) to the Authority for explanation or interpretation of any matter contained in this RFQ up to at least fourteen (14) calendar days prior to the Submission Deadline – that is, no later than 5:00 p.m. (AST) on Wednesday, June 13, 2018 (the “Clarification Deadline”). Any such RFC from a Respondent must be made in writing. If the Authority provides any clarification as a result of an RFC, it will provide such clarification by means of a written document delivered to all Respondents no later than Wednesday, June 20, 2018 (as required by the Regulation). Respondents should note the following regarding requests for clarification:
Respondents may make inquiries only by submitting questions or RFCs to the PPP Committee Representative referred to in Section 5 of this RFQ (the “PPP Partnership Committee”) by e-mail, no later than the Clarification Deadline. Questions submitted to anyone other than the PPP Partnership Committee or by any means other than e-mail will not be answered.

Any Respondent that has questions as to the meaning of any part of this RFQ or the Project, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in writing, to the PPP Committee Representative in accordance with this Section 1.10. The Owners may, in their absolute discretion, provide all submitted questions or RFCs, along with the Owners’ answers thereto, to all Respondents without expressly identifying the originator. The Owners will not respond to Respondents’ questions or RFCs that are not submitted in accordance with this Section 1.10.

Any oral or written response provided by the Owners in connection with this RFQ will not be binding on the Owners nor will it change, modify, amend or waive the requirements of this RFQ in any way. Respondents shall not rely on any response provided other than an Addendum issued in accordance with this RFQ.

Respondents may also make inquiries regarding matters they consider to be commercially sensitive or confidential. Respondents must designate such inquiries as “commercially confidential”. If the Owners determine, in their absolute discretion, that an inquiry designated as commercially confidential is of general application or would provide a significant clarification to the RFQ or any process or other matter outlined hereunder, the Owners may issue a clarification that deals with the same subject matter. If the Owners agree with the Respondent’s designation of an inquiry as commercially confidential, the Owners will provide a response only to the Respondent that submitted the commercially confidential inquiry.

1.12 COMMUNICATIONS PROTOCOL

The Authority and the Owners are committed to a fair, open and transparent selection process.

No Collusion

Respondents will not discuss or communicate, directly or indirectly, with any other Respondent(s) or any director, officer, employee, consultant, advisor, agent, representative or Team Member of any other Respondent regarding the preparation, content or representation of their SOQs. SOQs will be submitted without any connection (i.e., arising through an equity interest (other than an equity interest that does not represent a Controlling interest in an entity, as determined by the Authority from time to time) in or of a Respondent or Respondent Team Member), knowledge, comparison of information, or arrangement, with any other prospective Respondent or any director, officer, employee, consultant, advisor, agent, representative or Team Member of any other prospective Respondent.
By submitting a response to this RFQ, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual Team Member of the Respondent, represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its response has been prepared without collusion or fraud, and in fair competition with responses from other Respondents.

**No Lobbying**

Respondents, and their Team Members and their respective directors, officers, employees, consultants, agents, advisors and representatives, will not, except as expressly contemplated by this RFQ, or as expressly directed or permitted by the Authority, attempt to communicate directly or indirectly with any representative of the Authority, the PPP Committee, except in the event of an RFC, the FAFAA or the Government in relation to the Project or the RFQ Process, at any stage of this RFQ Process, including during the evaluation process. The Authority reserves the right to disqualify a Respondent that contravenes this provision.

**Confirmation of Intention**

Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information to the PPP Committee via e-mail at RFQ-STUDENTLIFE@p3.pr.gov. Also, all RFCs regarding this RFQ should be directed to the PPP Committee Representative via e-mail at RFQ-STUDENTLIFE@p3.pr.gov. Please do not contact any officials or related parties of the Authority or the Owners (other than the PPP Committee Representative) via telephone or otherwise. Such contact may serve as grounds for disqualification.
SECTION 2
HIGHER EDUCATION STUDENT LIFE PROJECT

2.1 PUERTO RICO

Puerto Rico is a self-governing territory of the United States located in the Caribbean approximately 1,030 miles southeast of Miami, FL. Puerto Rico has an area of approximately 3,500 square miles and a population estimated at 3.41 million by the United States Census Bureau as of July 1, 2016. Benefiting from its strong economic ties with the United States, Puerto Rico has a stable legal and regulatory regime where major U.S. corporations have historically operated.

Puerto Rico is one of the largest economies in the Caribbean, offers a stable legal and regulatory framework where major U.S. and foreign multi-national corporations have historically operated, benefiting from its favorable investment environment. The economy includes a sophisticated financial system, has a high concentration of pharmaceutical and life sciences manufacturing and contains strong consumer, retail and service sectors, as well.

<table>
<thead>
<tr>
<th>KEY PUERTO RICO FACTS 2016*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
</tr>
<tr>
<td>Land Area</td>
</tr>
<tr>
<td>Currency</td>
</tr>
<tr>
<td>Language</td>
</tr>
<tr>
<td>GDP Per Capita (USD, Current terms)</td>
</tr>
</tbody>
</table>

* Data according to US Census 2016 and Puerto Rico Planning Board. Data in fiscal year.
2.2 Overview of the University of Puerto Rico and the Mayagüez Campus

The UPR is the only public university in Puerto Rico, and was founded in 1903 with the mission to serve the people of Puerto Rico and contribute to the development and enjoyment of the fundamental, ethical and esthetic values of Puerto Rican culture, and committed to the ideals of a democratic society. In accordance to Act No. 1 of January 20, 1966, as amended, also known as the University of Puerto Rico Act, the UPR System is a public corporation of the Government of Puerto Rico. The UPR System is governed by a thirteen-member Board of Trustees, where nine members are appointed by the Governor of Puerto Rico and confirmed by the Senate of Puerto Rico.

The UPR System is the largest institution of higher education in Puerto Rico. The UPR System strives to provide high quality education and create new knowledge in the Arts, Sciences and Technology. UPR System’s total enrollment reached 62,182 for academic year 2016-2017, up 3.8% from the previous year, in what constitutes the largest Hispanic university in the United States.

The UPR System includes three major campuses (the Rio Piedras Campus, Mayagüez Campus and Medical Sciences Campus) and eight additional smaller regional campuses in the municipalities of Cayey, Humacao, Ponce, Bayamon, Aguadilla, Arecibo, Carolina and Utuado. Each campus is autonomous and has specific goals for their student body, local needs and community development.

The Mayagüez Campus is the second largest campus in the UPR System. Located in the Municipality of Mayagüez in the western part of Puerto Rico, the Campus was originally founded in 1911 as the College of Agriculture and Mechanical Arts. Presently, the Campus offers graduate and undergraduate programs in Agriculture, Engineering, Natural Sciences, Business Administration, and Liberal Arts. The Campus has established a leadership position in the Engineering field. The American Society for Engineering Education in its 2016 Profiles of Engineering and Engineering Technology Colleges ranks the Mayagüez Campus as 2nd in awarding Bachelor’s degrees to Hispanics and 27th in number of Bachelor’s degrees to women.

University of Puerto Rico
Mayagüez Campus

Vision Statement
To be a leading institution in higher education and research, transforming society through the pursuit of knowledge in an environment of ethics, justice and peace.

Mission Statement
To provide excellent service to Puerto Rico and to the world by:

- Forming educated, cultured, capable, critical thinking citizens, professionally prepared in the fields of agricultural sciences, engineering, arts, sciences, and business administration so they may contribute to the educational, cultural, social, technological and economic development.

- Performing creative work, research and service to meet society’s needs and to make available the results of these activities.

- Provide students with the skills and sensibility needed to effectively address and solve current challenges and to exemplify the values and attitudes that should prevail in a democratic society that treasures and respects diversity.
The Campus is a Land Grant, Sea Grant and Space Grant institution that consists of four Colleges: the School of Business, the School of Arts and Science, the School of Agricultural Sciences and the School of Engineering that presently offer a total of 55 Bachelor’s degree programs, 40 Masters degrees and 8 Doctoral degrees. The Campus also houses an Agricultural Extension Services Division, a Military Science Department, and an Aerospace Studies Development Center. The Campus is in good standing and enjoys full accreditation from:

- Middle States Association of Colleges and Schools Commission of Higher Education (MSA-CHE since 1946),
- Accreditation Council for Business Schools and Program (ACBSP),
- Council for the Accreditation of Educator Preparation (CAEP), and
- Accreditation Board for Engineering and Technology (ABET since 1960).

Annual appropriations from the budget of the Government of Puerto Rico are the principal sources of funds for the UPR System and the Mayagüez Campus. Additional funds and revenues are derived from tuition fees, federal grants, auxiliary enterprises, and interest income, among others. The Campus registered a budget of $187.3 million for academic year 2015-2016.

The Campus serves mainly students graduating from high schools in Puerto Rico. Data from the Mayagüez Campus show the top 10 municipalities of precedence of students within Puerto Rico include San Juan, Guaynabo, Aguadilla, Ponce and Caguas, which are more than 20 miles away from the Campus.

The Campus has experienced a steady growth in its enrollment. Below is the trend in enrollment since academic year 1980-81.

**Figure 1: Total Enrollment at Mayagüez Campus for Academic Years 1980-2017**
As a leading public higher education institution in Puerto Rico, the Campus receives a large number of applications from a wide range of social and economic backgrounds. According to data for freshmen students that were accepted for academic year 2017-2018, 69% reported family income above $20,000.

The prominence of the Mayaguez Campus has not only led to a steady increase in enrollment but has also placed significant demands on physical facilities. The 1996-2020 Mayaguez Campus Master Plan ("Master Plan") indicates that "recent growth has occurred in an ad-hoc fashion, creating an environment that is disconnected throughout the campus; that parking and overcrowding of facilities have become a major problem...". At the time of the Master Plan, the on-campus facilities totaled 1,654,022 square feet. The Master Plan further estimated "that the campus could increase 1.5 million square feet (including three new parking structures) by the year 2020."

2.3 DESCRIPTION OF MAYAGÜEZ CAMPUS AND ITS SERVICE NEEDS

The Mayaguez Campus began on top of a hill commonly known as "College Hill" (La Loma Colegial in Spanish), which is a steeply sloping hill north of the center of the City of Mayaguez. The main campus gate is located at the base of the hill. The topography and natural features of the Campus have always played an essential role in shaping the growth of the Campus.

The last phase of development of the Campus began in the 1970s and comprised the construction of larger buildings with adjacent parking, which filled part of the remaining areas in the Campus. According to the Master Plan, the early buildings of the Campus followed a cohesive architectural form, scale and materials and took consistent approaches to buildings location and orientation. In contrast, more recent campus facilities utilize architectural languages unique to themselves and gave way to a fragmented appearance of the campus-scape.

In terms of residential facilities, the Campus does not currently provide on-campus housing but in the past it has had certain residential facilities on and off campus:

- Six on-campus houses for faculty were built in 1940 adjacent to PR-108 (three were demolished to build a new Chemistry Building),
- On-campus buildings shown in the figure below as Campus Hotel is composed of three buildings. Building A, constructed in 1978, is a seven story, 80 unit hotel/hostel that provides temporary housing to visiting faculty. This building was originally designed...
as a dormitory. Buildings B and C were also conceived as dormitories but are utilized as office space.

- The off-campus Darlington Building, built in 1953, is an 11 story building with capacity for 121 unit apartments. However, the Darlington Building is vacant, it has become dilapidated and is in severe decay.

**Figure 2: Mayagüez Campus Map**

Master Plans conducted in 1995 (the “Comprehensive Self-Study Report”) and the 2012-2022 Strategic Plan of the Mayagüez Campus coincide that the Campus has outgrown the capacity of its existing physical facilities. Both master plan documents make specific references to limitations for parking and the need to renovate residential facilities and the student center building.

Campus facilities such as student housing, parking, and student center facilities experience significant excess of demand. Below is a graphical summary of the most critical service needs of the Campus as it relates to key student life facilities and infrastructure. The service needs affect the entire Campus community.
Figure 3: Needs of Campus Facilities

<table>
<thead>
<tr>
<th><strong>Student Housing</strong></th>
<th><strong>Student Center</strong></th>
<th><strong>Parking</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>High demand and no on-campus student housing.</td>
<td>Student center built in 1958, is way beyond useful life.</td>
<td>Deficient parking in flood areas.</td>
</tr>
<tr>
<td>Poor quality housing is located off-campus.</td>
<td>No modern facilities adapted to students’ needs.</td>
<td>Insufficient parking for the demand.</td>
</tr>
</tbody>
</table>

The Campus has mainly identified student housing and parking to be fundamental for enhancing the on-campus day-to-day experience for students, faculty and personnel. The 2012-2022 Strategic Plan of the Mayagüez Campus states the importance of updated infrastructure in order to effectively meet the objectives of higher education in Puerto Rico and to strengthen school spirit, pride and identity.

### 2.4 PROJECT DESCRIPTION

The UPR System and the Campus are interested in delivering a project that not only solves the aforementioned service needs associated mainly with housing and parking infrastructure but more importantly one that supports and encourages student engagement, academic performance, teaching and research excellence and enriches campus life by establishing new spaces for social interaction and new forms of learning and teaching. A project that above all, advances the mission and vision of the Mayagüez Campus and reinforces the path to an outstanding higher education institution.

The proposed Project consists of designing, building, financing, operating and maintaining an on-campus multi-functional housing building and improvements to all parking facilities. In addition, the Project seeks the incorporation of improvements to the Gymnasium and the existing student center. The Project is proposed to be procured as a public-private
partnership under the Act, as amended, and in accordance to all the laws and regulations of the Government of Puerto Rico.

A proposed PPP procurement method entails that the Project will seek to allocate project risks between the UPR System/Campus and the selected potential private developer/contractor that will likely present a proposal encompassing all the risks and responsibilities associated to design, build, finance, operate and maintain the Project ("Contractor").

The Contractor will assume a series of Project risks in exchange for the right to receive fees based on demand from users. The Campus and UPR System are prepared to develop a productive relationship with the Contractor and to mutually align objectives to ensure the success of the project for the benefit of students, faculty, personnel, visitors and the community at large.

The guiding design principles behind the Project are:

1. Activate the public realm;
2. Engage in public gathering;
3. Activate Campus life; and
4. Create an urban condition.

These principles are in addition to the ultimate objective of providing an enriching experience and having a positive effect in academic performance and achievement of excellence. The Project is consistent with the Strategic and Master Plans, the vision and mission of the Mayagüez Campus, and the recent UPR System Fiscal Plan. The Project consists of the following main components:

1) **Multi-functional Student Housing Building**

The Project proposes a multi-functional student housing building that integrates student residential use with active complementary retail activity and passive outdoor areas for public use ("Housing Building"). This building is estimated to have over 120,000 square feet to accommodate on-campus new student housing and commercial offerings in the ground level. The Housing Building is conceived to be for 500 students (beds) in different room configurations ranging from single, to double and quadruple occupancy. In addition, a total of 345 parking spaces are considered to be built on site but placed behind the facilities’ façade.

The Housing Building is expected to have a form dominated by a commercial urban-like corridor that can be complemented using the existing Angel Espada Gymnasium. This urban form will define a main circulation axis to the main campus area and will be enforced by the two outdoor areas.
The Housing Building’s retail/commercial space in the ground floor will serve as a secondary “new student center”. The Housing Building is central in maximizing social spaces, interaction among students, faculty and personnel and to increase the diversity of retail activity to ensure the needs of the Campus community are covered.

The Housing Building is proposed to be located near the main entrance of the Campus on a site commonly known to the Campus community as Area Blanca (“Housing Site”). Flooding issues on the Housing Site will be resolved by incorporating innovative passive rain water management. Two outdoor public areas provide a combination of bioswales, retention ponds, and parks allowing for rain water percolation and retention. Simultaneously, these outdoor locations provide the students for a place to gather at the heart of the Campus.

Figure 6: Proposed Housing Building near Main Entrance of Campus

By establishing commercial/retail spaces, the Project seeks to provide convenience for the Campus community and meet the demand for certain goods and services, mostly food, entertainment and personal services, including miscellaneous retail services.

The Campus is also interested in encouraging innovation from proponents to incorporate certain limited improvements and potential additional retail for the Gymnasium. This existing structure could provide additional square footage and be adapted for multi-functional capabilities while maintaining its gymnasium uses, which would help reinforce the vibrant and urban aspects of the Project. However, this Gymnasium element of the Project was not considered for purposes of this Study. Regardless, this is an element that private participants are encouraged to consider.
2) Parking Facilities

Currently, on-campus parking is allowed by permit only where students, faculty and staff can park at no cost. The demand significantly exceeds the availability of permits or parking spaces on-campus. Certain main parking facilities are in sub-standard conditions. The parking component of the Project includes but is not limited to the following objectives:

- Deliver approximately 904 additional parking spaces.
- Conduct improvements to existing 3,621 campus parking spaces assuring user safety and ease of use.
- Operate and maintain all designated parking spaces (including existing and new spaces).
- Provide the necessary parking with proper access from the different campus access points.
- Distribute the new parking in several sites considering convenience for users and proximity to key Campus facilities or activity centers such as the new Housing Building (Refer to Figure 6).
- Locate the parking area access/egress point so that traffic flow is improved.
- Provide safe facilities with proper illumination and proper drainage.
- Provide multiple access/egress points so as to not concentrate peak demand on a single point.
- Increase pedestrian connectivity, and better establish a nexus with neighboring communities such as Mayagüez Terrance and others.
- Seek to incorporate technology tools to help users find and/or pay for parking services.

The Project also intends to charge for parking spaces inside the Campus. This fee will apply to all Campus community including students, faculty and employees. It is projected that the parking fee can be charged using different methods, including an upfront semester pass or per hour of use on a daily basis.

**Figure 8: Location of New and Existing Parking Facilities in the Campus**

The following table includes the proposed parking facilities with their Campus location, the existing amount of parking spaces and the new spaces proposed by the Project:

<table>
<thead>
<tr>
<th>#</th>
<th>Area</th>
<th>Existing</th>
<th>Proposed</th>
<th>Delta</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Green Field</td>
<td>0</td>
<td>610</td>
<td>610</td>
</tr>
<tr>
<td>2</td>
<td>Student Life Center (Area Blanca)</td>
<td>865</td>
<td>345</td>
<td>-520</td>
</tr>
<tr>
<td>3</td>
<td>Biology Building</td>
<td>512</td>
<td>520</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Physical Plant</td>
<td>0</td>
<td>335</td>
<td>335</td>
</tr>
<tr>
<td>5</td>
<td>Business School / Univ. Press</td>
<td>549</td>
<td>540</td>
<td>-9</td>
</tr>
<tr>
<td>6</td>
<td>University Hotel</td>
<td>0</td>
<td>480</td>
<td>480</td>
</tr>
<tr>
<td></td>
<td>Additional on-campus parking (e.g. on-street parking)</td>
<td>1,695</td>
<td>1,695</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL:</strong></td>
<td><strong>3,621</strong></td>
<td><strong>4,525</strong></td>
<td><strong>904</strong></td>
</tr>
</tbody>
</table>
Parking construction staging will be necessary given the proposed replacement of Area Blanca’s existing parking spaces while the Housing Building is being built. It is recommended that Parking #1 and #4, shown in Figure 8, should be constructed as a first phase to supply parking while construction on Area Blanca’s site is performed. Additional phases will be developed for capital improvement in parking facilities.

**Housing Building Site**

Besides the Master and Strategic Plans of the Campus, the existing needs and challenges of the Campus also played a decisive role in selecting a proposed on-campus site for the Projects. Presently, the Campus suffers a degree of disconnection between different facilities and a decay of the public realm, which impairs social interaction that is typical of many university environments.

Different sites were analyzed as a vital integration of live, work and play. It is this interconnectivity that will provide the desired campus center where student life takes place.

The Authority and the UPR System conducted a rigorous site selection process that considered accessibility analysis, environmental studies and proximity to other buildings on campus. Given the Campus traffic hurdles, special emphasis was given to vehicular access, pedestrian circulation and public transportation. Rain water management and wildlife conservation were handled with particular sensitivity in the site selection process.

The site known as *Area Blanca* at the Campus main entrance is the preferred site as it provides the most benefits and the least challenges in the analysis. This location enables the Project to become a true catalyst in the way the Campus is lived and perceived. A comparative summary of the benefits and challenges of the Area Blanca site is provided below.

<table>
<thead>
<tr>
<th><strong>Benefits</strong></th>
<th><strong>Challenges</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Opportunity to create an iconic building that will be the new public façade for the campus.</td>
<td>Some disruption to campus activities may be expected during construction.</td>
</tr>
<tr>
<td>Close proximity to buildings on campus, which proposes to improve relationship to the main campus area.</td>
<td>Requires temporary parking to substitute existing facilities while construction takes place.</td>
</tr>
<tr>
<td>It will stimulate pedestrian traffic favoring high commercial/retail potential.</td>
<td></td>
</tr>
<tr>
<td>High visible improvements readily perceived.</td>
<td></td>
</tr>
<tr>
<td>Follows master plan recommendations of including passive park, and parking facilities on site.</td>
<td></td>
</tr>
<tr>
<td>Improves main entrance traffic.</td>
<td></td>
</tr>
</tbody>
</table>
Manages storm water collection with the provision of a combination of retention ponds and bioswales, while providing students with safer facilities.

All design ideas proposed in this study are consistent with the Strategic and Master Plans, the vision and mission of the Mayagüez Campus, and the recent UPR System Fiscal Plan. However, the proponent may propose other alternatives for the Project that they consider a benefit for the Campus, the Contractor and ultimately students, faculty and personnel and that is in accordance with the main goals of the Project stipulated throughout in this document.

2.5 **PROJECT AUTHORITY**

The Authority is responsible for ensuring the implementation of a transparent, fair and reliable PPP procurement process for the benefit of all interested parties, including the Owners, Proponents and the academic community in general. The UPR, with all its legal authority and rights, will be the contractual counter-party from the Owners perspective.

The UPR is a well-established and mature institution governed by a Board of Trustees ("Board of Trustees"). The Board of Trustees consists of ten private citizens who represent the public interest in higher education, two faculty members, and a student representative. The Governor of Puerto Rico, with the consent of the Senate of Puerto Rico, appoints the lay representatives while the faculty and student representatives are elected from among the non-university administration members of the University Board. Five of the public interest members are appointed to eight-year terms, three members to six-year terms, and the remaining two members to four-year terms. The faculty and student representatives serve a one-year term.

The Board of Trustees is responsible for:

- Examining and reviewing the budgetary and institutional development plans of the University,
- Authorizing the institution of new campus, centers, and other institutional units,
- Appointing the President and chancellors of each autonomous unit,
- Defining rights and duties of various constituents in the institutional community,
- Defining student financial aid standards, and
- Preparing an annual report to the Governor and the Legislature on the state of the University of Puerto Rico.

The Board of Trustees public sessions are held according to the established annual schedule while extraordinary meetings may be held at other times as determined by its president or required by five of its members.

The President of the UPR serves as the chief executive officer of the University system and is appointed to an indefinite term by the Board of Trustees. The President represents the University on corporate matters before courts and government agencies and is responsible for submitting an
annual budget, an annual report, the institutional development plan and its revisions, regulations, contracts, and agreements which require university approval.

With respect to the Campus, it was organized as a result of the University Act of January 20, 1966, as amended. The Chancellor acts as the main executive officer for the Campus. The Chancellor’s main responsibilities include:

- Presiding over the Administrative Board, the Academic Senate, and faculty meetings,
- Appointing deans, departmental directors and university personnel,
- Deciding appeals of decisions made by deans,
- Representing the campus at functions, ceremonies, and academic activities, and
- Preparing the campus’ annual report and budget for submission to the President and the Administrative Board.

The Chancellor also has at least two consultation bodies that are responsible for identifying and resolving campus specific concerns, these are the Administrative Board of the Campus and the Academic Senate.

The Administrative Board is composed by the Chancellor, the deans, two academic senators elected among those faculty members of the Senate who are not ex-officio senators, and an elected student representative. The President of the University serves as an ex-officio member. The Board acts as an advisory body to the Chancellor, prepares the development plan of the Campus, approves the proposed budget, and grants tenure, promotions and leaves of absence.

The Academic Senate at Campus is composed by the members of the Administrative Board, the Director of the Library, the Director of the Counseling Office, representatives elected from the faculties whose total must not be less than twice the number of the elected ex-officio members, an elected member of the Library and Counseling Office, and ten student representatives. The Academic Senate is the official forum of the academic community. Its main task is to participate in the formulation of academic processes within the University’s legal structure.

With respect to faculty, the General Regulations of the University of Puerto Rico define the faculty’s functions, privileges, duties, and, rights. Similarly, the rights and duties of students are set forth in the General Student Regulations. The student representative body is the General Student Council, which represents students before the university administration, and individual student councils represent them before each of their respective colleges and schools. The students are also represented on the Academic Senate, the Administrative Board, the University Board, and the Board of Trustees.

2.6 Project Commercial Structure and Payment Mechanism

The Owners are interested in effectively transferring a series of Project risks in exchange for the right to collect fees and commercially maximize the Project for the benefit of the Campus and the UPR. It is anticipated that the PPP Contract for the Project will have a term that can reach 30 years. The Selected Proponent will be responsible for conducting a series of responsibilities at their own risk.

As stated in the Desirability Study, a design-build-finance-operate-maintain ("DBFOM") delivery model is the most suitable option for the Project when evaluated against the procurement objectives
and the affordability of the Project. The risk allocation table herein summaries the scope of functions and responsibilities that will be allocated between the Owners and the Preferred Proponent.

It is expected that the Selected Proponent will be responsible for certain major risks for the Project including financing risk, design, construction, operations and maintenance, equipment and demand risks, among others. The following sections describe in more detail the commercial structure of the Project and the responsibilities of the Preferred Proponent throughout the term of the Project.

**Payment Mechanism**

The principal payment mechanism for the Preferred Proponent will be fees derived from revenue streams of the Project. The Project is expected to be procured as a demand risk project where the payment mechanism is fully based on fees of users, free from any subsidy to be provided by UPR. The Project is expected to generate sources of income as described below:

**Student Housing Accommodations**

The Project proposes a 120,000 square foot multi-functional student housing building for student residential use. The student housing portion of the Project is expected to result in 500 new beds in different room configurations ranging from single, to double and quadruple occupancy. UPR expects to transfer the risks associated with securing student tenants for the developed housing and executing the resulting tenant leases in exchange for the right to collect fee revenue from the users of the facility. The collection of sufficient revenue from users of the student housing facility will be the sole risk of the Preferred Proponent. The UPR and Campus are interested in ensuring student housing services take into account the affordability needs of students.

**Commercial Rental Space**

Within the proposed 120,000 square foot multi-functional student housing building, the Project will include retail and commercial space on the ground floor. The commercial rental space portion of the Project is expected to result in approximately 16,500 square feet of retail space for the Preferred Proponent to commercially lease. Similar to the student housing segment of the Project, UPR expects

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**Project Risks**

<table>
<thead>
<tr>
<th>Project Risks</th>
<th>Private Partner</th>
<th>Shared</th>
<th>Public Sponsor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Acquisition</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Permits approval</td>
<td></td>
<td></td>
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<tr>
<td>Site Condition</td>
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<tr>
<td>Due Diligence</td>
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<td>Design</td>
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<tr>
<td>Construction</td>
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<tr>
<td>Completion</td>
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<td>Operational</td>
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<td>Maintenance</td>
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<td>Custodial</td>
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<td>Vandalism</td>
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<tr>
<td>Lifecycle</td>
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<td>Handback condition</td>
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<td>Project Interface</td>
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<tr>
<td>Fee</td>
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<tr>
<td>Demographic</td>
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<td>Financing</td>
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<td>Inflation</td>
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<td>Insurance</td>
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<td>Supervening Event</td>
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<td>Change in law</td>
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<td>Commissioning</td>
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<tr>
<td>Political Risk</td>
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<tr>
<td>Labor</td>
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<td>X</td>
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<tr>
<td>Equipment</td>
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</tbody>
</table>
to transfer the risks associated with securing commercial tenants and executing the resulting tenant leases in exchange for the right to collect fee revenue from the users of the facility. The collection of sufficient revenue from users of the commercial space will be the sole risk of the Preferred Proponent.

Parking Facility

Currently, on-campus parking is allowed by permit only where students, faculty and staff can park at no cost. The demand significantly exceeds the availability of permits or parking spaces on-campus. The Project is expected to deliver approximately 904 additional parking spaces, and improve the currently existing 3,621 campus parking spaces assuring user safety and ease of use.

UPR expects the Preferred Proponent to charge for parking spaces located in the Campus. This fee will apply to entire Campus community including students, faculty and employees. The parking fee that can be charged by the Preferred Proponent will utilize different methods including an upfront semester pass, or per hour of use on a daily basis. Similar to the Student Housing, the UPR and Campus are interested in ensuring the affordability of parking services.

Services to be provided by Preferred Proponent

Design

The Project intends to make the Preferred Proponent responsible for all aspects relating to the design of the new facilities. Under the proposed Project, and consistent with numerous PPP precedents, the Preferred Proponent would be expected to bear the design risk. For instance, the Preferred Proponent would have to carry the risk that design development activities cannot be completed on time, budget and/or the possibility that the design does not allow the delivery of services to specifications. The responsibility of coordination of design documents and construction activities is also transferred to the Preferred Proponent.

General design risk for this Project can include but is not limited to:

- Inadequate design planning and substandard design versus user requirements,
- Ineffective design development coordination and delays in complying with the Owners design review schedule,
- Risk that design does not fully comply with technical requirements, relevant codes and standards, and,
- General risk of not completing the design on schedule and within budget.
Permits

The responsibility of obtaining all relevant permits and approvals for the Project will be shared between the Owners and the Preferred Proponent. The Owners will be responsible for obtaining the required permits, as well as ensuring that the Project site is zoned for the proposed use. Once the Construction Permit Notification is approved by the corresponding government agencies, the responsibility of obtaining other permits, such as construction permits, will be transferred to the Preferred Proponent.

The risk of delays in obtaining Building Permits by the Preferred Proponent could result in a delay in construction time and additional costs for the Preferred Proponent.

Site and Environmental

The responsibility for the management and remediation of pre-existing contamination on the site will be retained by the government sponsors unless such contamination was described in, inferable or readily apparent or discoverable from data supplied by the Owners or could have been discovered as a result of normal course industry-standard investigations or due diligence. The Preferred Proponent will be expected to be responsible for any environmental contamination caused by its actions during the Term of the Project. Site and Environmental risk services tend to include but are not limited to:

- Risks associated with utility mobilization or delay in completing necessary adjustment work, and
- Risk associated to delays in completing necessary investigations.

Financing

The Preferred Proponent will be responsible for financing the Project and will be encouraged to utilize innovative financing solutions that meet the requirements of the subsequent RFP. UPR does not plan to provide a subsidy to the Project at any time and thus financing the Project is a risk solely to be borne by the Preferred Proponent without any recourse to UPR.

The Authority has initiated preliminary discussions with the United States Department of Agriculture ("USDA") surrounding financial assistance for the Project. Through discussions with the USDA, UPR aims to achieve grant funding, guarantees, and/or other low cost forms of financing to reduce the overall cost of capital of the Project. The Authority expects to continue discussions with the USDA as the procurement process continues to progress.

Construction

The Owners expect the Preferred Proponent to provide full construction services. Specifically, the Project Agreement will transfer construction risks to the Preferred Proponent in accordance with the approved design. All of the risks associated with construction completion, both on time and on/under budget, as well as construction defects will be borne by the Preferred Proponent.

General construction risks for this Project will include:
- Risk that the management team does not effectively coordinate activities among designers, contractors, the Owner, and other stakeholders,
- Risk associated with insufficient and inadequate construction safety measures specially during class periods when the Campus is being used by students, personnel and faculty,
- Lack of clarity in design documents (without fault) resulting in delays and additional cost for the Owner,
- Risk that required construction resources are not available, resulting in delays and increased costs/inflation,
- Risk that the Preferred Proponent fails to perform or cannot complete the work resulting in default and in performance bonds being called, and surety stepping in. This, in turn, results in increased coordination costs, legal costs, and delays,
- Risk that construction quality falls below required standards, codes or prescribed levels resulting in defects that must be remediated before final acceptance,
- Risk that labor resources are not available when required for the Project, resulting in delay and increased costs for the construction sub-contractor,
- Risk associated with lead time for materials, and
- Risk associated with the Preferred Proponent’s obligation to meet the LEED requirements stated in the contract documents.

**Operation and Maintenance Services**

The Project contract proposes the Preferred Proponent to provide Operations and Management services for the facilities contained in the Project. Specifically, the Preferred Proponent will be responsible for conducting and managing repairs, preventive maintenance and operations of Project elements such as air-conditioning systems and controls, implementing energy management systems, ensuring proper functioning of technology and equipment, and managing and controlling maintenance and operating costs during the length of the Term.

Together with the provision of operational services, the Preferred Proponent will be responsible for operational risks. **Operational risks** can include:

- Risk of higher-than-anticipated utility consumption resulting in additional costs, and
- Risk of higher-than-anticipated increases in inflation of operations related costs.
Leasing Services

The Preferred Proponent will be responsible for assuming the risk of securing student tenants for the developed housing and business for the commercial space, which will include the execution of tenant leases. UPR will not be financially or operationally responsible for the termination of any leases prior to the agreed upon term between the Preferred Proponent and the student or commercial tenants. UPR will reserve the right to approve any tenant agreements prior to their execution for housing or commercial space. Further, the Preferred Proponent will be responsible for any marketing associated with the facilities to UPR staff, students, faculty, or affiliates. UPR will reserve the right to approve any marketing of the facilities that is provided to attract tenants to the development.

Maintenance

The proposed PPP Agreement will require the Preferred Proponent to provide maintenance services, which will include activities such as routine, preventive and scheduled maintenance, keeping specifications of structures and preventing failure and/or degradation.

The Preferred Proponent will also be responsible to carry the risks associated with maintenance and life-cycle services. Risks tend to include:

- Defects or failures in the design that result in the Project not meeting the service standards requested in the contract, or that result in an increase in operation and maintenance (O&M) costs in order to meet the service requirements,
- Risk that routine maintenance is not performed when required, leading to interruptions of operations, unavailability, or overall lower asset performance,
- Risk of service provider default, and subsequent replacement. This could result in delays and additional costs,
- Risk of deferred maintenance resulting in increased frequency and costs of capital maintenance,
- Risk that capital maintenance is not performed when appropriate to sustain the capital value of the Project resulting in lower-than-expected residual value at handback and in deferred maintenance liabilities, and
- Risk of latent defects, including risk that the materials or workmanship are lower than optimal resulting in a non-performing Project that needs to be replaced, or early failures before the end of the useful life of the Project.
Project Construction and Operation & Maintenance Schedule

UPR anticipates executing an agreement with the Preferred Proponent for the construction and operational and maintenance aspects of the Project's term in accordance with the following preliminary schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>January 2019 – June 2021</td>
</tr>
<tr>
<td>Operation &amp; Maintenance</td>
<td>July 2021 – June 2051</td>
</tr>
</tbody>
</table>

This schedule is subject to revisions and modification at the sole discretion of UPR.
SECTION 3
PUERTO RICO AS INVESTMENT DESTINATION

Puerto Rico offers numerous benefits as an investment destination. The Owners believe the Project represents a well-defined investment opportunity. Some of the highlights of Puerto Rico and the Project are as follows:

- Stable investment climate and Fiscal Progress
- Clear and transparent procurement and investment framework
- Attractive project structure
- Marquee project opportunity

3.1 STABLE INVESTMENT CLIMATE AND FISCAL PROGRESS

Puerto Rico has one of the largest economies in the Caribbean region. As a territory of the U.S. since 1898, Puerto Rico offers a stable legal and regulatory framework where major U.S. and foreign multinational corporations have historically operated, benefiting from its favorable investment environment and tax advantages. Puerto Rico has a well-educated and bilingual workforce with a sophisticated financial system that historically has acted as a global center for manufacturing, including pharmaceutical, biotechnology, medical devices, agriculture, rum, aerospace, and electronics, complemented by strong consumer, retail and service sectors.

This historic positioning notwithstanding, the Government of Puerto Rico, its agencies, public corporations and instrumentalities (the "Government") are currently in the midst of profound fiscal adjustments. In June 2015, the Government created a working group tasked with analyzing the fiscal and economic situation of Puerto Rico. After a series of studies and analyses, this working group estimated Puerto Rico’s consolidated budget and financing gap (including required pension payments and debt service on tax-supported debt) to be approximately $59 billion between fiscal years 2017 and 2026.

Multiple factors contributed to this situation, including the following: (a) since 2006, the Government's balance sheet significantly deteriorated due to years of economic recession, and (b) the government historically financed recurring expenses with long-term debt and failed to adequately fund legacy obligations, including the public employee’s pensions systems. The Government's balance sheet deterioration, coupled with continued structural budget imbalances, and a lack of continuity and execution capacity in fiscal and economic plans led to the loss of capital markets access in 2015, limited the Government's ability to make necessary infrastructure maintenance and improvements investments, and meet scheduled debt service payments, while guaranteeing essential government services.

Recognizing the delicate fiscal condition of Puerto Rico, the U.S. Congress enacted the Puerto Rico Oversight, Management, and Economic Stability Act ("PROMESA") which was signed into law on June 30, 2016. PROMESA provides a series of mechanisms to achieve fiscal and budgetary balance and capital market access to spur infrastructure revitalization in Puerto Rico. Among its mains provisions, PROMESA established the Financial Oversight and Management Board for Puerto Rico ("Oversight Board"), provided a framework to restructure Puerto Rico’s public debt, called for the approval of long-term fiscal plans and budgets, mandated balanced budgets and established a specific chapter (Title V) to identify and pursue critical infrastructure projects through an accelerated local permitting process and a prioritized federal review procedure to ensure the prompt and effective
revitalization of Puerto Rico’s critical infrastructure, necessary to spur and support sustainable economic development.

The Administration of Governor Ricardo A. Rosselló took office on January 2, 2017, and as required by PROMESA, submitted a 10-year fiscal plan on February 28, 2017, (“Fiscal Plan”), as amended and certified by the Oversight Board on March 13, 2017. Furthermore, the Fiscal Plan is being updated and revise to account for the recovery efforts after Hurricanes Irma and Maria hit Puerto Rico in September 2017. The Fiscal Plan addresses a revised $67 billion budget gap, pension reform to secure the benefits of retired and active public employees, while guaranteeing the provision of essential services by the Government and improving the quality of life of the 3.5 million U.S. citizens residing in Puerto Rico. In addition, the Fiscal Plan seeks to advance public-private partnerships (“PPPs” or “P3s”) as a way to revitalize infrastructure, attract private investment and spur economic development on the Island.

3.2 CLEAR AND TRANSPARENT PROCUREMENT AND INVESTMENT FRAMEWORK

The Project is being procured under the framework of the Act and is managed by the Authority, on behalf of and in collaboration with the Owners. Also, the procurement is conducted under the detailed guidelines of the Regulation. The Act and the Authority’s procurement process have been praised as organized, transparent and clear in other recent projects. Under the Act, Puerto Rico has been successful in completing major projects. Puerto Rico implemented the largest investment in public school system with the ‘Schools for the 21st Century Project’, a design-build-maintain project conducted under the Act. Furthermore, on September 2011, Puerto Rico reached financial close on the long-term concession of toll roads PR-22 and PR-5 for which Puerto Rico received a $1.2 billion lump-sum payment. Later in 2013, the Authority also reached a long-term lease agreement for the Luis Muñoz Marin International Airport. Presently, the Authority is also pursuing a PPP for certain Projects with different public agencies.

3.3 ATTRACTIVE PROJECT STRUCTURE

The Authority, with the collaboration with its Advisors, have analyzed different commercial structures for the Project. The Authority strongly believes that a design-build-finance-operate-maintain risk allocation together with a user or demand-based payment mechanism provides the most optimal commercial structure given the Project objectives, the economic fundamentals of the Project and the fiscal juncture of the Campus and the UPR in general. The Authority considers that the risk profile of the Project is commensurate with the economic fundamentals and commercial opportunities of the Project, as a result, the Authority believes the proposed commercial structure provides an attractive investment opportunity. In addition, this structure is consistent with successful higher education PPP project precedents.

3.4 MARQUEE PROJECT OPPORTUNITY

The Project represents an opportunity to successfully showcase the positive difference that a PPP contract can deliver not only in infrastructure but also providing solution to real community needs in the Mayagüez Campus. The Project is expected to become a turning point in the improvement of the academic and teaching excellence and more importantly will substantially enhance the daily experience of students, faculty and personnel. The Project not only presents an opportunity to
demonstrate private sector innovation but also to develop a productive relationship with Government and the UPR System, thereby establishing a benchmark for the rest of the educational systems in Puerto Rico.
SECTION 4
RESPONDENT QUALIFICATION REQUIREMENTS
AND EVALUATION CRITERIA

4.1 RESPONDENTS QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA

This RFQ is available for prospective Respondents who desire to participate in the RFP for the Project. All SOQs will be reviewed based on the requirements set forth in this Section 4 of this RFQ.

In accordance with Section 4.4 of the Regulation, the PPP Committee reserves the right in its absolute discretion, to limit the number of Respondents it considers to be the best qualified in order to arrive at a shortlist of Respondents to allow for an orderly procurement.

The Authority hereby notifies prospective Respondents of its right to limit the number of Respondents who will be qualified.

4.2 EVALUATION

Respondents who submit a response to this RFQ will be evaluated on the basis of the following five sets of criteria:

(a) Compliance with requirements of the Act;
(b) Background & Team Information;
(c) Financial Capabilities;
(d) Technical Capabilities;
(e) Local Content; and
(f) Approach.

Evaluation Criteria

In order to provide an objective and transparent evaluation method, the PPP Committee will evaluate SOQs by applying and weighting the criteria as outlined in the table below ("Evaluation Criteria"). Application of the Evaluation Criteria will assist the PPP Committee in identifying the Shortlisted Respondents.

The Authority strongly encourages Respondents to engage Local Parties as Team Members (particularly with respect to design, construction and facilities management) to the greatest extent possible.

Respondents may provide relevant and credible information to support their responses including, signed copies of the relationship documentation and/or legal agreements(s) (e.g., letters of support, memoranda of understanding, partnership or joint venture agreements, etc.) supporting their responses. For greater clarity, the page limits contained in this RFQ do not apply to the supporting documentation submitted in response to this section.
### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Compliance with Requirements of the Act (2 pages maximum)</th>
<th>% Weight</th>
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<tbody>
<tr>
<td>Each SOQ submitted pursuant to this RFQ will be reviewed to determine whether it satisfies the Act’s requirements in the following areas:</td>
<td>Pass or Fail Non Weighted</td>
</tr>
<tr>
<td>1. Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements; and</td>
<td>☐</td>
</tr>
<tr>
<td>2. Each Team Member and each Respondent, if the Respondent has been formed as of the date of a submission of a response to this RFQ, shall certify that neither it nor any of its directors, officers, shareholders, or subsidiaries, nor its parent company, nor in the case of a partnership, any of its partners, nor any person or entity that may be considered an alter ego or the passive economic agent of the Respondent (each a “Covered Party”), has been convicted, has entered a guilty plea or has been indicted, nor has probable cause been found for their arrest, in any criminal proceeding in the courts of the Commonwealth, the Federal courts of the United States, or the courts of any jurisdiction of the United States or a foreign country, of criminal charges related to acts of corruption or to any of the following crimes: a crime against public integrity, as defined in the Commonwealth of Puerto Rico Penal Code, embezzlement of public funds, a crime against the public treasury, public trust, public function or involving the wrongful use of public funds or property, any of the crimes enumerated in Act No. 458 of December 29, 2000, as amended (“Act 458”), or under the Foreign Corrupt Practices Act; nor is any Covered Party under investigation in any legislative, judicial or administrative proceedings, in the Commonwealth of Puerto Rico, the United States or any other country. The Respondent is in compliance and will continue to comply at all times with all federal, state, local and foreign laws applicable to the Respondent that prohibit corruption or regulate crimes against public functions or public funds, including the Foreign Corrupt Practices Act (this requirement may be satisfied by completing the Form of Respondent Certification included as Appendix A to this RFQ).</td>
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<th>Background &amp; Team Information (5 pages maximum)</th>
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<tr>
<td>Respondents are encouraged to provide enough supporting information and details to enable the evaluators to perform a thorough evaluation of the Team Members’ strengths, roles and responsibilities. Provide details on each of the following items:</td>
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## EVALUATION CRITERIA

<table>
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<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
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<tr>
<td>1. evidence of experience of each Team Member in carrying out major infrastructure projects, including DBFOM projects, university complex facilities or similar types of projects, as a member of a consortium;</td>
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<tr>
<td>2. a description of all Team Members, their respective percentage interests in the Respondent and the anticipated legal relationship (governance and capital structure) among the Team Members (e.g., partners, shareholders, joint ventures, consultants, etc.), as appropriate; evidence of a well-organized team (e.g. provide an organization chart which shows clearly defined and articulated decision making bodies, and Team Members’ roles and responsibilities for the key functions); evidence of ability to act as a single, integrated, seamless team, including evidence that some or all Team Members have worked together previously in a successful manner;</td>
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To the extent not already provided, the Respondent should provide the following:

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<th>To the extent not already provided, the Respondent should provide the following:</th>
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<td>3. three (3) project examples showing the Respondent's development capability relevant to the nature and scope of the Project; and</td>
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<tr>
<td>4. resumes (indicating overall experience and any specific experience relevant to the nature and scope of the Project) for no more than three (3) Key Individuals representing the Respondent.</td>
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<tr>
<td>5. Please provide a signed copy of the legal agreement or agreements (letters of support, preliminary consortium/joint venture agreement, MOU, etc.) which confirms the Team Members’ roles and responsibilities and approach to Project risk allocation.</td>
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## Financial Capabilities (5 pages maximum)

The evaluation of financial capabilities will examine each SOQ in accordance with the criteria set out below, including, but not limited to, the extent to which the SOQ satisfies the anticipated financial capability requirements of the PPP Agreement with respect to the following:

<table>
<thead>
<tr>
<th>Financial Capabilities (5 pages maximum)</th>
<th>25%</th>
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<tbody>
<tr>
<td>1. Financial capacity to construct, maintain and operate the structural component of the facilities;</td>
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<tr>
<td>2. ability and demonstrated experience in providing financing for similar projects within specified financial closing time parameters and ability to provide financing for this Project by Commercial Close;</td>
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### EVALUATION CRITERIA

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<tr>
<th>EVALUATION CRITERIA</th>
<th>% Weight</th>
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<tr>
<td>3. ability and demonstrated experience in raising debt, taxable and/or tax-exempt financings for similar projects;</td>
<td>35%</td>
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<tr>
<td>4. ability and experience in accessing and obtaining financing support from Federal Government for similar projects (e.g. guarantees, loans or grants from the United States Department of Agriculture’s Rural Development Community Facilities Program;</td>
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<tr>
<td>5. financial performance and financial strength of the equity/risk capital funding to ensure the performance of any obligations, including, but not limited to, obligations under the PPP Agreement; and</td>
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<tr>
<td>6. a letter stating sufficient bonding capacity for the prospective general contractor and the latest financial statements for equity members of the team.</td>
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### Technical Capabilities (15 pages maximum)

**Design:** Respondent’s strength and demonstrated architecture & engineering design ability, experience and capacity to develop a student life project of similar scale and complexity within the dimensions of the proposed site and the time-frame envisioned, including provision of the following information:

1. experience related to the application of the design principles adopted by the Association of College and University Housing Officers – International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology.  
   - 35%

2. general description of design experience and best practices in higher education student life facilities including student housing, parking and retail spaces;  
   - 35%

3. experience in design approaches to minimizing overall capital and life cycle costs; and  
   - 35%

4. provide a resume of a certified green building professional such as a LEED AP from the US Green Building Council. During the evaluation process, the PPP Committee will consider favorably a designer’s knowledge in green and sustainable design practices.  
   - 35%

**Construction:** Respondent’s strength and demonstrated construction experience, including provision of the following information:
### EVALUATION CRITERIA

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<th>% Weight</th>
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<tbody>
<tr>
<td>5. general technical and financial capacity to plan, construct, and commission a large university campus complex or similar projects within the dimensions of the proposed site and the time-frame envisioned;</td>
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</tr>
<tr>
<td>6. prior experience of the construction phase Team Members on projects of similar scale and complexity and prior experience working within academic campus in or near occupied buildings; and</td>
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</tr>
<tr>
<td>7. experience in integrating resiliency elements, reducing the environmental impact of construction activities and/or obtaining economies of scale related to the construction phase of similar projects.</td>
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</table>

**Facilities Management and Operations:** Respondent must provide evidence of experience with facilities management and operations in a university environment, as it relates to all facility management services outlined below:

<table>
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<th>% Weight</th>
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<tbody>
<tr>
<td>8. track record of managing similar facilities by in-house managerial, operational and maintenance teams or track record of successfully sub-contracting its maintenance and operations functions in similar projects to competent third parties;</td>
<td>☐</td>
</tr>
<tr>
<td>9. experience incorporating facilities management and life cycle considerations into project design and search of innovations that can lead to added value; and</td>
<td>☐</td>
</tr>
<tr>
<td>10. experience with facilities management and operational capabilities for parking facilities.</td>
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</table>

### Local Content (2 pages maximum)

**Partnering with Local Parties**

The Authority encourages Respondents to engage local general contractors, subcontractors, suppliers, manufacturers, professionals (including architects and consulting engineers) and relevant service providers headquartered in Puerto Rico ("Local Parties") as Team Members and Key Individuals (particularly with respect to design, construction and facilities management) to the greatest extent possible.

The Shortlisted Respondents may be evaluated during the RFP Process with respect to certain local content requirements in connection with the Project. Particulars of any local content requirements will be provided to the Shortlisted Respondents.

As such, Respondents are strongly encouraged as part of this RFQ to provide detailed descriptions of their current and/or anticipated business arrangements with Local
### EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable. Respondents may provide relevant and credible information to support their response, including, signed copies of the relationship documentation and/or legal agreements(s) (e.g., letters of support, memoranda of understanding, partnership or joint venture agreements, etc.) supporting their response. For greater clarity, the page limits above do not apply to the supporting documentation submitted in response to this section.</th>
<th>% Weight</th>
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</thead>
</table>

#### Approach (5 pages maximum)

Realizing that the Project approach will be solidified during the RFP process, please include a general description of your anticipated **Project approach**. When explaining the approach to developing the Project, Respondents are encouraged to provide examples of past approaches or experiences which help communicate the proposed approach to this Project. Provide details on each of the following items:

1. provide general description of the overall approach to the Project, including the essential elements of, and the approach of the Respondent to developing a successful long-term partnership with the Owners, specifically the UPR and the Mayagüez Campus;

2. approach of the Respondent to ensuring suitable and effective integration of design, construction and facilities management Team Members and functions; and

3. general approach to managing, operating and maintaining the facilities, including approach to providing continuity of quality service management over the length of the contract.

<table>
<thead>
<tr>
<th>Safety Performance</th>
<th>Pass or Fail</th>
<th>Non Weighted</th>
</tr>
</thead>
</table>

Respondent shall submit copies of the Occupational Safety and Health Administration (OSHA) 300 forms for the past three (3) years. If not applicable, a prospective Respondent shall present a document explaining the reasons for not submitting the form. *These may be included in an Appendix if the Respondents so desire and will not be counted towards the “Technical Capabilities” page maximum.*
**Evaluation Criteria General Notes:**

Prospective Respondents and their Team Members are advised that the RFP for this Project will require a certification by the Respondent and each of its Team Members as to past and continuing compliance with the provisions of Act No.458, Act No. 84 of June 18, 2002, also known as the Code of Ethics for Contractors, Suppliers and prospective Respondents for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico, and Act No. 237 of August 31, 2004. Failure to submit this certification will be grounds for disqualification.

In selecting which projects to submit as examples to demonstrate relevant experience, Respondents should submit projects that demonstrate the Respondent's ability to deliver a project similar to the Project in scale (for example, comparable to or above estimated Project cost), scope (for example, design/build/finance/maintain/operate with similar services) and complexity (e.g. university complex, student housing or projects with similar complex programmatic requirements).

In evaluating SOQs, the Authority may also look at how advanced the Respondent's named projects were (for example, level of completeness), how recent (for example, completed within the past 8 years), the role that a firm or individual played on the prior project (for example, was the role similar to such party's proposed role on the Project), the level of design excellence demonstrated in the project, and the overall success of the named project.
SECTION 5
SOQ REQUIREMENTS AND PROCEDURE

5.1 SOQ REQUIREMENTS

Overview of Requirements

Prospective Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information via e-mail to the PPP Committee Representative’s e-mail address listed below. The SOQ should comply with the outline provided under “Required Information for RFQ Submission” below. Additional information not specifically related to the Project or this RFQ should not be included. All questions or requests for information regarding this RFQ should be directed to the PPP Committee Representative via e-mail. Please do not contact any officials or related parties of the Owners in any other manner. Such contact may serve as grounds for disqualification.

Address questions, comments, RFCs and RFIs to:

Student Life PPP Partnership Committee
Request for Qualifications – Student Life Project
E-mail: RFQ-STUDENTLIFE@p3.pr.gov

No Liability for Costs

The Owners and their advisors are not responsible for costs or damages incurred by Respondents, Team Members, subcontractors, or other interested parties in connection with the solicitation or procurement process, including but not limited to costs associated with preparing responses, qualifications, and proposals, and of participating in any conferences, oral presentations or negotiations, whether in connection with this RFQ and the RFP or otherwise. A Shortlisted Respondent will not be entitled to indemnity (including, but not limited to, reimbursement for costs and expenses) from the Authority if the Authority decides, in its discretion, to terminate the procurement process for this Project.

Modification and Termination Rights

The Owners reserve the right to modify or terminate the RFQ and the RFP for this Project at any stage if the Owners determine such action to be in the best public interests. The receipt of responses or proposals or other documents at any stage of either the RFQ or the RFP process will in no way obligate the Owners to enter into any contract of any kind with any party.
Authorization for Further Investigation

By submitting a response to this RFQ, each Respondent specifically authorizes the Authority, the UPR, the PPP Committee and their officers, employees and consultants to make any inquiry or investigation to verify the statements, documents, and information submitted in connection with this RFQ, and to seek clarification from the Respondent’s officers, employees, advisors, accountants and clients regarding the same.

5.2 REQUIRED INFORMATION FOR RFQ SUBMISSION

Compliance with the RFQ

The SOQ must be prepared in English and follow the outlined below. Respondents can opt to submit responses in Word or Power Point templates. Responses should not exceed a total number of 40 pages (without exceeding the individual section limits below), not including the following:

(a) any Respondent Certifications;

(b) any Appendices (as specifically permitted below) or other information specifically exempted from the maximum page limits as stated in the Evaluation Criteria set out in Section 4.2.

Responses should STRICTLY comply with the following format:

- Cover Page (to include identification of all Team Members)
- Cover Letter (2 pages maximum)
- Table of Contents
- An executed Respondent Certification from the Respondent and each Team Member. The form of this must strictly follow the form attached to this RFQ as Appendix A. See Section 1.3 above for more information.
- Executive Summary (2 pages maximum)
- **Respondent Information (1 page maximum)**
  
  (a) Respondent Representative: Provide a single contact person ("Respondent Representative") for all future communication between the PPP Committee and the Respondent. Please identify the Respondent Representative’s name, title, organization, work address, email address, and work, cell and fax numbers.

  (b) Disclosure of Conflicts: List any dealings with the Government of Puerto Rico, the Authority or the University (including the employees and elected representatives of each), as well as any suppliers of goods or services to the University.
- **Compliance with the Requirements of the Act (2 pages maximum)  Pass or Fail**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ under the heading “Compliance with Requirements of the Act”.

- **Background & Team Information (5 pages maximum)  Weight 10%**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, under the heading “Background & Team Information”.

- **Financial Capabilities (5 pages maximum)  Weight 25%**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, under the heading “Financial Capabilities”.

- **Technical Capabilities (15 pages maximum)  Weight 35%**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, with respect to technical capability.

- **Local Content: Partnering with Local Parties (2 pages maximum)  Weight 15%**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, under the heading “Local Content: Partnering with Local Parties”.

- **Approach (5 pages maximum)  Weight 15%**
  Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, under the heading “Approach”.

- **Safety Performance  Pass or Fail**
  Respondents shall submit copies of the Occupational Safety and Health Administration (OSHA) 300 forms for the past three (3) years. If not applicable, a Respondent shall present a document explaining the reasons for not submitting the form.

  Respondents must demonstrate:
  
  (a) their ability to address and resolve safety issues, and
  
  (b) knowledge of safety strategies and methodologies.

5.3 **Pre RFP Financial Submission Confirmation**

Prior to the issuance of the RFP documents, the Owners may, in their discretion, request any Respondent to confirm that there have been no material changes to the information submitted by the
Respondent in response to the submission requirements set out in Sections 4 and 5 of this RFQ. If there have been any material changes to the submitted information, the Respondent shall provide details of such changes in accordance with any requirements the Owners may impose at that time. The Owners shall evaluate the information submitted by the Respondents in accordance with the evaluation criteria set out in Section 4.2 of this RFQ and may revise the Respondent’s score and ranking to reflect the results of the evaluation. If a Respondent’s revised score results in a change in its ranking, the Owners may, in their discretion, invite other Respondents based on their ranking in this RFQ process (provided such Respondents have achieved the minimum score required by Section 4.2) to be added to the list of Shortlisted Respondents and replace the Respondent whose score was re-evaluated under this Section 5, even if those replacement Respondents were not Shortlisted prospective Respondents in the first instance.

5.4 REPORTING OF MATERIAL ADVERSE CHANGE

At any time prior to the issuance of the RFP documents, a Shortlisted Respondent shall submit immediately to the Owners information pursuant to the submission requirements set out in Sections 4 and 5 of this RFQ either (i) upon the occurrence of a material adverse change to the information previously submitted by the Respondent in response to such submission requirements, or (ii) from time to time upon the Owners’ request. The Owners shall evaluate the information submitted by the Respondent in accordance with the evaluation criteria set out in Section 4.2 above, and may revise the Respondent’s score and ranking to reflect the results of the evaluation. If a Shortlisted Respondent’s revised score results in a change in its ranking, the Owners may, in their discretion, invite other Respondents based on their ranking in this RFQ process (provided such Respondents have achieved the minimum score required by Section 4.2) to be added to the list of Shortlisted Respondents and replace the Respondent whose score was re-evaluated under this Section 5.4, even if those replacement Respondents were not Shortlisted Respondents in the first instance.

5.5 RFQ SUBMISSION INSTRUCTIONS AND NEXT STEPS

The Respondent shall submit one (1) originally executed SOQ, with signatures in blue ink, and four (4) copies along with one copy in portable document format (PDF) on a CD. The SOQ containing original signatures shall be marked as “Originals”. The SOQ shall be delivered no later than the Submission Deadline. Respondents should not submit promotional materials as part of their RFQ submissions and are strongly encouraged not to submit information that is not required by this RFQ. Respondents are strongly encouraged to be succinct in their prequalification submissions. If there are page limits set out in Section 4.2, a Respondent shall limit its prequalification submission, or each component of the RFQ submission, to the maximum number of pages indicated in Section 4.2. Respondents are cautioned that, if there are page limits set out in Section 4.2, the Owners will not review or score pages submitted in excess of the maximum number of pages indicated for such item. For greater clarity, any page limits set out in the RFQ shall apply to all materials submitted by the Respondent in response to the item that is the subject of a page limit, whether submitted in the text of the prequalification submission or included as an appendix, schedule or other attachment to the RFQ submission.
The SOQ shall be labeled as follows:

Puerto Rico Public-Private Partnerships Authority  
Student Life PPP Committee Representative  
Design, Build, Finance, Maintain and Operate Services SOQ  
Submitted by (Respondent’s name and Address)

The SOQ shall be delivered to:

Puerto Rico Public-Private Partnerships Authority  
cc: Omar J. Marrero, Esq. – Executive Director PPP Authority  
Puerto Rico Fiscal Agency and Financial Advisory Authority Building  
(former GDB Building), 3rd Floor  
Roberto Sánchez Vilella Government Center, De Diego Ave  
San Juan, PR 00940-2001

5.6 CONFIDENTIALITY OF RFQ SUBMISSION

All SOQs shall become the property of the Authority, except for documents or information submitted by Respondents which are trade secrets, proprietary information or privileged or confidential information of the Respondents. Respondents are advised to review the confidentiality and publication provisions contained in Articles 9(i) and 9(j) of the Act and Section 9.3 of the Regulation. In order to ensure that documents identified by Respondents as “confidential” or “proprietary” will not be subject to disclosure under the Act, Respondents must label such documents as “confidential” or “proprietary,” provide a written explanation of why such labeled documents are “confidential” or “proprietary,” including why the disclosure of the information would be commercially harmful, reference to any legal protection currently enjoyed by such information and why the disclosure of such information would not be necessary for the protection of the public interest, and request that the documents so labeled be treated as confidential by the PPP Committee according to the process described in the following paragraph.

If a Respondent has special concerns about confidential or proprietary information that it desires to make available to the PPP Committee prior to its RFQ submission, such Respondent may wish to:

- Make a written request to the PPP Committee for a meeting to specify and justify proposed confidential or proprietary documents.
- Make an oral presentation to the PPP Committee staff and legal counsel.
- Receive written notification from the PPP Committee accepting or rejecting confidentiality requests.

Failure to take such precautions prior to filing an RFQ submission may subject confidential or proprietary information to disclosure under Articles 9(i) and 9(j) of the Act and/or Section 9.3 of the Regulation.
The Authority will endeavor to maintain the confidentiality of any information that a Respondent indicates to be proprietary or a trade secret, or that must otherwise be protected from publication according to law, except as required by law or by a court order. The PPP Committee shall determine whether or not the requested materials are exempt from disclosure. In the event that the PPP Committee elects to disclose the requested materials, it will provide the Respondent notice of its intent to disclose, in which case the Respondent may request the immediate return of such materials prior to disclosure by the PPP Committee and they will thereafter form no part of the Respondent’s submission. In no event shall the Government of Puerto Rico, the Authority, the PPP Committee or the University be liable to a Respondent for the disclosure required by law or a court order of all or a portion of an RFQ submission filed with the Authority.

Upon execution of the PPP Contract, the PPP Committee is required to make public its report regarding the procurement process, which shall contain information related to the qualification, procurement, selection and negotiation process, and the information contained in the RFQ submission, except information that qualifies as trade secrets, proprietary or privileged information of the Respondent or its Team Members clearly identified as such by the Respondent, or information that must otherwise be protected from publication according to law, unless otherwise required by law or by a court order.

5.7 USE OF CONFIDENTIAL INFORMATION

Each Respondent must declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information of the Government or the Authority relevant to the Project where the Government or the Authority have not specifically authorized such use.

- Confidential Information, shall remain the sole property of the Government or the Owners, as applicable, and the Respondent shall treat it as confidential;

- may not be used by the Respondent for any other purpose other than submitting an SOQ, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Owners, as applicable;

- may not be disclosed by the Respondent to any person who is not involved in the Respondent’s preparation of its SOQ, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Owners, as applicable, without prior written authorization from the party in respect of whom the Confidential Information relates;

- if requested by the Government or the Owners, will be returned to same no later than ten calendar days after such request; and

- may not be used in any way that is detrimental to the Government or the Owners.

Each Respondent shall be responsible for any breach of the provisions of this Section 5.7 by any Person to whom it discloses the Confidential Information. Each Respondent acknowledges and agrees that a breach of the provisions of this Section 5.7 would cause the Owners, the Government and/or their related entities to suffer loss which could not be adequately compensated by damages, and that the Owners, the Government and/or any related entity may, in addition to any other remedy
or relief, enforce any of the provisions of this Section 5.7 upon submission of the Respondent’s SOQ to a court of competent jurisdiction for injunctive relief without proof of actual damage to the Owners, the Government or any related entity.

The provisions in this Section 5.7 shall survive any cancellation of this RFQ or the RFP and the conclusion of the RFQ and RFP processes.

5.8 CONFLICT OF INTEREST AND INELIGIBLE PERSONS

Each Respondent Representative, on behalf of the Team Members identified as meeting the experience requirements of Section 4 of this RFQ, must declare and continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or may exist in the future. In this Section 5.8, “Conflict of Interest” includes any situation or circumstance where in relation to the Project, the Respondent and the Team Members identified as meeting the experience requirements contemplated in Section 4 of this RFQ have other commitments, relationships or financial interests that,

(a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Owners’ independent judgment; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement.

In connection with its SOQ, each Respondent shall,

(a) avoid any Conflict of Interest in relation to the Project;

(b) disclose to the Owners without delay any actual or potential Conflict of Interest that arises during the RFQ process; and

(c) comply with any requirements prescribed by the Owners to resolve any Conflict of Interest.

In addition to all contractual or other rights or rights available at law or in equity or legislation, the Owners may immediately exclude a Respondent from further consideration or remove the Respondent from the RFQ process if,

(a) the Respondent fails to disclose an actual or potential Conflict of Interest;

the Respondent or a Team Member identified as meeting the experience requirements of Sections 4 or 5 of this RFQ fails to comply with any requirements prescribed by the Owners to resolve a Conflict of Interest; or the Respondent’s Conflict of Interest issue cannot be resolved.

5.9 RFQ MISCELLANEOUS INSTRUCTIONS

Addenda to RFQ

The Authority reserves the right to amend this RFQ at any time. Any amendments to this RFQ shall be described in written Addenda. Copies of each Addendum shall be available at the Authority’s website: http://www.p3.pr.gov. Respondents are encouraged to review the Authority’s web page
regularly. All Addenda will become part of this RFQ. In the event of any conflict in the wording or any issue of interpretation, Addenda, when issued, will take priority over the original wording in the RFQ and any wording in prior Addenda. Each Respondent shall, in its SOQ, acknowledge receipt of each Addendum. Each Respondent is solely responsible to ensure that it has received all communications issued by the Owners. A failure to obtain any such communication is at the sole and absolute risk of the Respondent and the Authority accepts no responsibility for any Respondent that does not receive or obtain all RFQ information (including Addenda). Each response to this RFQ is deemed to be made on the basis of the complete RFQ issued prior to the Submission Deadline.

Withdrawal of SOQs

A Respondent may withdraw an SOQ by delivering to the Authority, prior to the Submission Deadline, at the address for delivery of SOQs set forth in Section 5.5, a written request for withdrawal of an SOQ. Any such withdrawal does not prejudice the right of a Respondent to submit another SOQ by the Submission Deadline.

Protest; Request for Reconsideration

Review regarding the selection and award process for qualifications must be pursued in accordance with Section 20 - Judicial Review Procedures of the Act.

5.10 Disclaimer

The information provided in this RFQ, or any other written or oral information provided by the Authority, the University, the PPP Committee, the Government, CPM or their respective officers, employees, advisors or consultants in connection with the Project or the selection process is provided for the convenience of the Respondents only. Respondents shall make their own conclusions as to such information. Oral explanations or instructions from officials, employees, advisors or consultants of the Authority, the University, the PPP Committee, CPM or any Puerto Rico public agency shall not be considered binding on the Authority, the University, the PPP Committee, the Government or CPM. The Authority, the University, the PPP Committee, the Government, CPM and their respective officers, employees, advisors and consultants make no representation as to such information, the accuracy and completeness of such information is not warranted by any of them and none of them shall have any liability in connection with such information or the selection process, all of which liability is expressly waived by the Respondents. This RFQ is not an offer to enter into any contract of any kind whatsoever.

5.11 Reservation of Rights

In connection with the proposed Project, the Authority and the University reserve all rights (which rights shall be exercisable by the Authority and the University in their absolute discretion) available to them under applicable laws and regulations, including, without limitation, with or without cause and with or without notice, the right to:

(a) modify the procurement process to address applicable law and/or the best interests of the Authority, the University, the FAFAA and the Government.

(b) develop the Project in any manner that they deem necessary and change the limits, scope and details of the Project.
(c) if the Authority and the University are unable to negotiate a PPP Contract to their satisfaction with a Respondent, they may negotiate with the next highest ranked Respondent, terminate the process and pursue other alternatives relating to the Project or exercise such other rights as they deem appropriate.

(d) cancel the procurement process, as applicable, in whole or in part, at any time prior to the execution by the University of an agreement, without incurring any cost, obligations or liabilities whatsoever.

(e) issue a new RFQ after withdrawal of this RFQ.

(f) reject or disqualify any and all RFQ submissions and responses received at any time for any reason without any obligation, compensation or reimbursement to any Respondent or prospective Respondent or Team Member.

(g) modify all dates, deadlines, process, schedule and other requirements set out, described or projected in this RFQ.

(h) terminate evaluations of responses received at any time.

(i) exclude any Respondent from submitting any response to the RFQ or bid, as the case may be, based on failure to comply with any requirements.

(j) issue addenda, supplements and modifications to this RFQ.

(k) require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its response and require additional evidence of qualifications to perform the work described in this RFQ.

(l) consider, in the evaluation of any RFQ submission, any instances of poor performance by a Respondent, Team Member or key individual that any of the Authority, the University, FAFAA or the Government may have experienced.

(m) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

(n) add or delete Respondent responsibilities from the information contained in this RFQ or any subsequent process instruments.

(o) negotiate with any party without being bound by any provision in its response.

(p) waive any deficiency, defect, irregularity, non-conformity or non-compliance in a response to the RFQ or permit clarifications or supplements to a response to the RFQ, and accept such response even if such deficiency, defect, irregularity, non-conformity or non-compliance would otherwise render the response null and void or inadmissible.

(q) add or eliminate facility expansion to or from the Project.
(r) incorporate the RFQ or any Respondent’s response to the RFQ as part of any formal agreement with a Shortlisted Respondent.

(s) not issue a notice to proceed after execution of any contract.

(t) exercise any other right reserved or afforded to the Authority and the University under the Act, the Regulation, this RFQ or applicable law.

This RFQ does not commit the University to enter into a contract or proceed with the Project as described herein. The Authority, the University, the FAFAA, and the Government assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or in considering or making any submission. All of such costs shall be borne solely by each Respondent.

In no event shall the Authority or the University be bound by, or liable for, any obligations with respect to the PPP Contract until such time (if at all) as a contract, in form and substance satisfactory to the Authority, the University and the Governor, has been executed and authorized by the University and, then, only to the extent set forth therein.

5.12 LIMITATION OF DAMAGES

Each Respondent, by submitting a response to this RFQ, agrees that in no event will the Authority, the University, the FAFAA, the PPP Committee, the Government, or any of their respective employees, advisors or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the Authority, the University, the FAFAA, the PPP Committee or the Government or any of their respective employees, advisors or representatives if any such party for any reason whatsoever:

- does not select a shortlist of prequalified Respondents;

- suspends, cancels, or in any way modifies the Project or the solicitation process (including modification of the scope of the Project or modification of the RFQ or both);

- accepts any compliant or non-compliant response or selects a shortlist of one or more prequalified Respondent(s); or

- under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent team,

- or for any breach or fundamental breach of contract or legal duty of the Authority, the University, the FAFAA, the PPP Committee or the Government, whether express or implied, and each Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the solicitation process for any other reason whatsoever.
For purposes of this Section 5.12, “Claim” means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.
APPENDIX A: FORM OF RESPONDENT CERTIFICATION

[Letterhead of each Respondent and Respondent Team Member]

Student Life PPP Committee Representative
Request for Qualifications –
DBFMO of Student Life Project

Dear PPP Committee Representative,

We have carefully reviewed the Request for Qualifications dated [    ] 2018 (“RFQ”) issued by the Puerto Rico Public-Private Partnerships Authority and any other documents accompanying or made a part of the RFQ. Capitalized terms used in this certificate have the meanings given to them in the RFQ.

We acknowledge and agree to comply with all terms and conditions of the RFQ, the attached Statement of Qualifications and all enclosures thereto. Without limitation, we specifically acknowledge the disclaimer contained in Section 5.10 and the limitation of damages contained in Section 5.12 of the RFQ.

We certify that the information contained in the attached Statement of Qualifications is truthful. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Statement of Qualifications on behalf of the Respondent as its acts and deed and that the Respondent is ready, willing and able to perform if awarded the PPP Contract.

We further certify that neither we nor any of our directors, officers, shareholders, or subsidiaries, nor its parent company, nor in the case of a partnership, any of its partners, nor any person or entity that may be considered an alter ego of the Respondent (each a “Covered Party”), has been convicted, has entered a guilty plea or has been indicted, nor has probable cause been found for their arrest, in any criminal proceeding in the courts of the Government, the Federal courts of the United States, or the courts of any jurisdiction of the United States or a foreign country, of criminal charges related to acts of corruption or to any of the following crimes: a crime against public integrity, as defined in the Government of Puerto Rico Penal Code, embezzlement of public funds, a crime against the public treasury, public trust, public function or involving the wrongful use of public funds or property, any of the crimes enumerated in Act No. 458 of December 29, 2000, as amended ("Act 458"), or under the Foreign Corrupt Practices Act; nor is any Covered Party under investigation in any legislative, judicial or administrative proceedings, in the Government of Puerto Rico, the United States or any other
country. The Respondent is in compliance and will continue to comply at all times with all federal, state, local and foreign laws applicable to the Respondent that prohibit corruption or regulate crimes against public functions or public funds, including the Foreign Corrupt Practices Act.

We further certify that we comply and shall continue to comply at all times with laws which prohibit corruption or regulate crimes against public functions or funds, as may apply to the Respondent, whether Federal, state or Government of Puerto Rico statutes, including the Foreign Corrupt Practices Act.

We further certify that no officer or employee of the Authority, the University, the PPP Committee or any other public agency of Puerto Rico who participates in the selection process described in, or negotiations in connection with, the RFQ (nor any member of their families) has an economic interest in or is connected with the Respondent, and no officer or employees of the Authority, the University, the PPP Committee or any other public agency of Puerto Rico (nor any member of their families) has directly or indirectly participated with the Respondent in the preparation of its RFQ submission.

We further certify that we are in compliance with the provisions of Act No. 2 of 2018, also known as the Anti-Corruption Act 2018.

We further certify that we are in compliance with the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, a copy of which is available at the Authority's website: http://www.p3.pr.gov.

We further certify that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a separate Statement of Qualifications or any officer, employee or agent of the Authority, the University or the PPP Committee; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

The attached Statement of Qualifications shall be governed by and construed in all respects according to the laws of Puerto Rico and the terms of the RFQ.

Our business address is:
[Insert business address]

Yours faithfully,

[Insert appropriate signature block for signature by a person duly authorized to bind the Respondent or Team Member]
APPENDIX B: ACKNOWLEDGEMENT FOR RECEIPT

[Letterhead of each Respondent and Respondent Team Member]

Student Life PPP Committee

Puerto Rico Public-Private Partnerships Authority
cc: Omar J. Marrero, Esq. – Executive Director PPP Authority
Puerto Rico Fiscal Agency and Financial Advisory Authority Building, 3rd Floor
Roberto Sánchez Vilella Government Center, De Diego Avenue
San Juan, PR 00940-2001 USA

Dear PPP Committee,

I, [Name of Respondent Representative] in my capacity as [Title] of [Name of the Respondent], acknowledge that our Company was able to access the Puerto Rico Public-Private Partnership Authority (the “Authority”) web site and downloaded the following documents regarding the Request for Qualifications for the Design, Build, Finance, Maintain and Operate for the Student Life Project, issued on [Date] by the Authority.

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Signature

Date