October 16, 2017

REQUEST FOR EXPRESSION OF INTEREST AND PUBLIC COMMENTS IN CONNECTION TO SUBJECT PROJECT

Subject: Design-Build-Finance-Operate- Maintain Services Contract for Higher Education Student Life Project

To Interested Parties:

The Puerto Rico Public-Private Partnerships Authority ("Authority"), in collaboration with the University of Puerto Rico, Mayagüez Campus ("Campus"), is interested in procuring a design-build-finance-operate-maintain project for a series of on-campus facilities including a student housing building, parking facilities and student services ("Project" or “Student Life Project”). In order to better gauge industry interest in the Project, the Authority is asking for comments in connection with the attached draft Request for Qualifications ("Draft RFQ"). Do not submit Statements of Qualifications ("SOQ") to this Draft RFQ. Comments should follow the instructions stated in Appendix C: Market Outreach Section.

The Authority is releasing this Draft RFQ for the Student Life Project as a Request for Expression of Interest under Section 5.3 of the Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Participatory Public-Private Partnership Contracts under Act No. 29-2009, as amended, for the sole purpose of soliciting and gathering industry comments. The comments received will be used by the Authority in finalizing the Draft RFQ. The Authority will not be responsible for any cost incurred by the respondents in furnishing the information being requested herein.

All information submitted to the Authority is subject to the Puerto Rico Public Documents Act, commonly known as the Public Records Law (3 P.R. Laws Ann. §§ 1001-1013 (2000)). The Authority may use any information, materials, data or concepts submitted by any person without limitation. Your response explicitly entails a waiver of any claim you may have with respect to the use of by the Authority or its agents as to any information, materials, data or concepts submitted.

This is not a procurement solicitation, and no award will be issued as a result of the responses received from the industry, nor does it constitute a compromise from the Authority to incorporate the suggested industry comments to the Draft RFQ. The Authority is merely soliciting industry comments to a draft for the working document. No Statement of Qualifications ("SOQ") or Respondent Certification are required at this stage. A response to this request is not mandatory for future participation in the procurement for the Project or any other program of the Authority.
Respondents to this Market Outreach may request clarifications and/or interpretations from the Authority. A response to any request shall be at the sole discretion and if deemed beneficial to the Authority’s purposes. All submittals, questions and other correspondence to the Authority must include a letter of transmittal that identifies a key contact person, address, telephone number, fax number, and an e-mail address. Electronic submittals will be accepted and are encouraged.

For the sole purpose of developing this stage, you will find a Market Outreach Section attached to the Draft RFQ. Appendix A and B are for reference only, comments should follow the instructions stated in Appendix C: Market Outreach Instructions. Responses to this request for comments must be received no later than November 17, 2017, which will provide the Authority sufficient time to consider the submittals in preparation for the final RFQ. The Market Outreach Responses must be prepared in English and should not exceed a total of fifteen (15) double sided pages. At this time, no marketing materials may be submitted. Submittals received after the deadline will be considered only at the Authority’s discretion. No submittal in response to this information request will be considered following issuance by the Authority of the final RFQ for the Project.

All submittals shall be made to:

RFQ-STUDENTLIFE@p3.pr.gov

Very truly yours,

Omar J. Marrero Díaz, Esq.
Executive Director Puerto Rico Public Private Partnerships Authority

Enc.

- Appendix A: Form of Respondent Certification (for reference only)
- Appendix B: Acknowledgement of Receipt (for reference only)
- Appendix C: Market Outreach Instructions
APPENDIX A – FORM OF RESPONDENT CERTIFICATION

[RESERVED]
APPENDIX B – ACKNOWLEDGMENT OF RECEIPT

[RESERVED]
APPENDIX C – MARKET OUTREACH SECTION

OVERVIEW
The University of Puerto Rico (“UPR”) and the Mayaguez Campus (“Mayaguez Campus” or “Campus”) are assessing a potential public-private partnership for the design, build, finance, operation and maintenance of certain on-campus facilities that will include student housing, parking and student services (“Project” or “Student Life Project”). The Project will be located on the Mayaguez Campus.

The Puerto Rico Public-Private Partnerships Authority (“Authority”) hereby solicits comments from the general public and market participants in connection with the attached draft Request for Qualifications ("RFQ") document. The Authority is releasing this RFQ draft working document for the Student Life Project for the sole purpose of soliciting and gathering certain comments and feedback from the interested market participants (the “Market Outreach Feedback”). The comments received will be used by the Authority in finalizing the RFQ. The Authority will not be responsible for any cost incurred by the respondents in furnishing the information being requested herein.

INTRODUCTION
The Puerto Rico Public-Private Partnerships Authority (the “Authority”) wishes to conduct a procurement process whereby the Mayaguez Campus will ultimately enter into a public-private partnership agreement (“Project Agreement”) for the Student Life Project, under which a private entity (“Selected Contractor”) will be required to design, build, finance, operate and maintain the on-campus facilities contained in the Project.

The UPR and the Mayaguez Campus (collectively, the “Owners”) wish to achieve their objective of enhancing certain student life related facilities on the Mayaguez Campus in order to significantly improve the overall experience of students and personnel that are part of the campus community. The students at the Mayaguez Campus experience a shortage of student housing, parking spaces and an outdated student center.

The proposed Project is consistent with the Campus’ vision and mission, its Strategic and Master Plans, and the UPR Fiscal Plan.

MARKET OUTREACH PURPOSE
The purpose of this Market Outreach is to solicit feedback from the public and market participants in connection to the attached RFQ draft document. The ultimate goal of this process is to release a final RFQ and eventually conduct a procurement process with Shortlisted Respondents for the Project.

TRANSACTION STRUCTURE AND PROJECT AGREEMENTS
UPR is seeking a transaction structure that is most affordable and beneficial to UPR, its students, faculty, staff and affiliates over the term of the Project. UPR plans to enter into a Project Agreement that will manage the responsibilities of the parties involved in the development, ownership, and/or operation and maintenance of the Project. Further details regarding the structure of the Project Agreement, such as scope, term, payments, and other conditions will be expressed in a future procurement stage. Potential Proponents responding to this solicitation should expect to be involved in developing an ideal transaction structure under the Project Agreement.
SERVICES TO BE PROVIDED BY SELECTED CONTRACTOR

This section provides a summary of the services that would be expected to be provided by the Selected Contractor in connection with the Project.

1. DESIGN

The Project intends to make the Selected Contractor responsible for all aspects relating to the design of the new facilities. Under the proposed Project, and consistent with numerous PPP precedents, the Selected Contractor would be expected to bear the design risk. For instance, the Selected Contractor 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 Selected Contractor.

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.

2. PERMITTING AND ENVIRONMENTAL

Permits

The responsibility of obtaining all relevant permits and approvals for the Project will be shared between the Owners and the Selected Contractor. 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 transferred to the Selected Contractor.

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

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 Selected Contractor 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.
3. **FINANCING**

The financial objectives of UPR pertaining to the Project will be provided in a future procurement stage. However, the Selected Contractor will likely be responsible for financing the Project, and UPR expects the Selected Contractor to have experience providing financing, typically equity and/or other debt financing, on similar projects.

4. **CONSTRUCTION**

The Owners expect the Selected Contractor to provide full construction services. Specifically, the Project Agreement will transfer construction risks to the Selected Contractor 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 Selected Contractor.

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 Selected Contractor 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 Selected Contractor’s obligation to meet the LEED requirements stated in the contract documents.

5. **OPERATION/MANAGEMENT SERVICES**

The Project contract proposes the Selected Contractor to provide Operations and Management services for the facilities contained in the Project. Specifically, the Selected Contractor 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 Contract term.
Together with the provision of operational services, the Selected Contractor 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.

6. **Leasing Services**

The Selected Contractor 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 Selected Contractor 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 Selected Contractor 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.

7. **Maintenance**

The proposed Project Agreement will require the Selected Contractor 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 **Selected Contractor 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.
**Market Outreach Response Requirements**

Contractors past experience with projects with similar requirements to those outlined in this document will be paramount in UPR's evaluation of the responses to this RFQ. In particular, Contractors should demonstrate experience with student housing projects, cafeteria/student life facilities, parking structures, and other mixed-use commercial development. Additionally, the Selected Contractor's financial capacity and access to funding sources will be part of UPR's evaluation. Lastly, the Selected Contractors must demonstrate the ability to deliver projects in a timely manner, on or under budget.

Respondents shall submit their Market Outreach Feedback responses in the format described below. Each section of the Market Outreach Feedback shall be tabbed and labelled in the order shown below.

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<th>Market Outreach Components</th>
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<td><strong>Cover Page</strong></td>
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<td>The Respondent Cover Page shall not exceed one (1) double-sided page The cover page shall include the title, “Market Outreach Feedback”, submittal date, the Respondent name, principal contact, address, telephone number, fax number, email address and web site address if applicable.</td>
</tr>
<tr>
<td><strong>Table of Contents</strong></td>
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<tr>
<td>The Table of Contents shall be complete and clear, indicating section headers and pages.</td>
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</tr>
<tr>
<td>The Respondent Background and Information shall not exceed one (1) double-sided page provide a summary of the Respondents company description, number and location of projects or services similar to the Project described in Section 2 of the Draft RFQ, and any other additional information that the Respondent wishes to share.</td>
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<tr>
<td><strong>Approach to Project</strong></td>
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<tr>
<td>The Approach to Project shall not exceed five (5) double-sided pages and shall indicate the Respondents believes on how the Project should be best structured to meet the goals and objectives stated in Section 2 of the Draft RFQ. Specifically, the Respondent should address:</td>
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<td>(i) The Interested Contractor’s overall experience developing demand risk student housing projects, student campus/life centers, parking structures, commercial developments, and mixed-use facilities;</td>
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<td>(ii) The Interested Contractor’s approach to obtaining committed financing to fund the Project;</td>
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<tr>
<td>(iii) The Interested Contractor’s overall experience planning large mixed-use student campus/life and housing projects that contain a variety of uses;</td>
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<td>(iv) The Interested Contractor’s proposed approach for working with UPR to complete the planning, design and construction of the facilities including an implementation of design goals and UPR objectives;</td>
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<td>(v) The Interested Contractor’s overall experience in managing and maintaining multiple types of student life/campuses, student housing or similar developments, please indicate if the facilities are owned the Interested Contractor;</td>
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<td>(vi) Any reasons the Interested Contractor believes a particular transaction structure would best serve the Project contemplated by this RFQ.</td>
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<td>(vii) Discuss Project implementation forecast and reasonability. Comment on estimated time frame Interested Contractor understands to be necessary for adequate transition and assuming responsibilities to perform scope of work.</td>
</tr>
<tr>
<td>(viii) The Interested Contractor’s views on parking situation on Campus, if any, and basic alternatives to effective deliver solutions for the campus-wide parking situation.</td>
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(ix) Discuss any perspective on the need for a conceptual design or a 15% design development during the eventual RFP phase process.

(x) Interested Contractor’s views on whether the Darlington Building should be considered part of the project in any way. The Darlington Building is currently empty and deteriorated and was designed in 1953 as an off-campus 121 unit apartment building. The site could potentially provide valuable uses for the Interested Contractor.

(xi) The Interested Contractor’s views on privileged over the existing trolley service, operation and maintenance?

(xii) The Interested Contractor’s views on privileged over the Angel Espada Gymnasium transformation into a commercial venue?

(xiii) What are the key factors are considered to be necessary for the success of the proposed P3 project?

(xiv) What are the top 5 key risks/issues (financial, technical, other) market identifies as detractors to the P3 project.

**Project Related Experience (3 page maximum)**
The “Project Related Experience” shall not exceed three (3) double-sided pages. This section shall be used to provide examples of the Respondent’s experience in the past five (5) years specifically related to the envisioned scope of services in this Draft RFQ. The selected experience examples shall include construction start date and completion date for each project, project payment mechanism, the location of the project, the number of beds, construction type (i.e. vertical or horizontal), total project costs (including both hard and soft costs), whether the Interested Contractor was required to obtain financing sources (i.e. private equity, municipal bonds, bank debt, etc.) for the development of the project and financing sources.

**Key Personnel (1 page maximum)**
This “Key Personnel” section shall not exceed one (1) double-sided page. The Interested Contractor shall provide a list of key personnel with their resumes and provide a minimum of three (3) individual project descriptions and how the individual’s experience on the project is relevant to this Project. The Interested Contractor shall clearly identify a contact person out of a list of key personnel and provide contact information in the event UPR wishes to inquire about the submittal.

**Financial Information (1 page maximum)**
This “Financial Information” section shall not exceed one (1) double-sided page. This section shall be used to provide the financial information for the Interested Contractor. The Interested Contractor shall be required to provide annual revenues for the past two years, the value of current projects under construction and credit ratings (if available). Note that the Interested Contractor will not be required to provide audited financial statements.

**INVITATION TO DISCUSSING VIA CONFERENCE**

In order to better gauge industry interest in the Project, the Authority invites interested parties to participate in a conference call with the Authority to discuss the matters solicited herein. Interested parties may use a conference call as a format to request clarification and/or interpretations from the Authority, and to discuss Project matters solicited herein. A conference call should not be used for any other purpose. A discussion with the Authority via conference call should be utilized, if necessary, in connection with the submittal of written feedback requested herein; a conference call is not intended to replace any written feedback.

To request a conference call, please contact the Authority members listed herein, identifying a key contact person, telephone number, e-mail address, and brief schedule of availability for a conference call. Please note that a response to any request shall be at the sole discretion of the Authority if deemed beneficial to our purpose.
DRAFT

Request for Qualifications

Design-Build-Finance-Operate-Maintain Services
Higher Education Student Life Project

www.p3.pr.gov

October 16, 2017
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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 System ("UPR") and the UPR Mayaguez Campus ("Campus" or the "Mayaguez Campus"), wishes to request qualifications from companies, contractors, teams or concessionaires interested in participating in a potential procurement process to design, build, finance, maintain and operate certain student housing, parking and student center facilities on the Mayaguez Campus ("Project" or "Student Life Project").

The UPR and the Mayaguez Campus (collectively, the "Owners") wish to achieve their objective of increasing the capacity and 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 center services facilities. The Project is consistent with the Campus’ vision and mission, its Strategic and Master Plans, and the UPR Fiscal Plan.

The general 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 centers) pretend to enhance social campus life and encourage on-campus diurnal and nocturnal activities.</td>
</tr>
<tr>
<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 and collaboration.</td>
</tr>
<tr>
<td><strong>Deliver much needed student life facilities</strong>: significant capital improvements have been postponed for too long. The proposed Project is a definitive step to address long-standing physical deficiencies by improving existing facilities and upgrading aging infrastructure.</td>
</tr>
<tr>
<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 infrastructure can augment the sense of appreciation for a Campus that already enjoys certain devotion from students, faculty and personnel.</td>
</tr>
<tr>
<td><strong>Improve quality of life of Campus community and Mayaguez area</strong>: the transformative nature of the Project will have a positive impact on the entire campus community and the Mayaguez area.</td>
</tr>
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</table>
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:

NOTE: DOCUMENTS WILL BE AVAILABLE FOR THE FINAL RFQ

- Desirability and Convenience Study for the Design, Build, Finance, Operate and Maintain of Higher Education Student Life Facilities at the URP Mayaguez Campus (“Desirability Study”).

- The University of Puerto Rico System’s Fiscal Plan (“UPR Fiscal Plan”). This report presents an overview of the Fiscal Plan for the UPR; and


- “A Guide to Doing Business in Puerto Rico” which provides general information relating to Puerto Rico’s social, legal and macroeconomic conditions including workforce and labor laws, tax system and incentives and construction permits, together with other relevant information, and


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 risk 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 Mayaguez Campus, have been vested with the authority to approve the PPP Contract agreed by the PPP Committee with a 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 Public-Private Partnership Contracts under Act No. 29 of June 8, 2009, as amended ("Regulation"). The Regulation has been updated and revised in accordance to certain amendments to the Act and was approved on May 4, 2017. 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](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 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 Proponents to allow for an orderly procurement.

The Authority hereby notifies prospective Respondents of 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 (Prequalification 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 prequalified Respondents that are eligible to participate in the RFP Process (the “Shortlisted Respondents”).

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 and is intended to result in the selection of a Preferred Proponent.

Stage 3 – Implementation of the Project Agreement

Once the Preferred Proponent and the Owner have executed the PPP Contract, the Project will proceed in accordance with the terms and conditions of the PPP Contract.

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:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 16, 2017</td>
<td>Draft RFQ issued by the Authority for comments from the general public and market participants,</td>
</tr>
<tr>
<td>November 17, 2017</td>
<td>Due date for submitting responses of public and market comments on Draft RFQ no later than 5:00p.m. AST.</td>
</tr>
<tr>
<td>December 15, 2017</td>
<td>Estimated date of issuance of Final RFQ by the Authority.</td>
</tr>
<tr>
<td>January 8, 2018</td>
<td>Estimated date for End of RFQ Clarification Period.</td>
</tr>
<tr>
<td>January 22, 2018</td>
<td>Estimated due date for submission of SOQs with the Authority no later than 5:00p.m. AST.</td>
</tr>
</tbody>
</table>

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 reserve 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 PPP Contract. The PPP Contract will address, among other matters:

   (i) all of the rights and obligations of the Contractor during the term of the PPP Contract, and

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

---

1 Schedule is tentative and subject to change.
(b) access to a data room – this data room will appear online and provide highly detailed information on the Project, including but not limited to:

(i) schematic and 15% preliminary designs for the new facilities;

(ii) operational and architectural program;

(iii) demand analysis;

(iv) site and environmental analysis;

(v) historical data; and

(vi) other relevant information and requirements.

(c) respondent meetings;

(d) site visits; and

(e) a review of, and discussion relating to, the proposed PPP Contract 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 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.

1.7 ADDITIONAL RULES WITH RESPECT TO ALL RESPONDENTS

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

“Campus” or “Mayaguez Campus” means the Mayaguez Campus of the University of Puerto Rico.

“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 Partnership 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 Mayaguez Campus, who constitute the public sector owners of the Project.

“Partnership Contract” or “PPP Contract” 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 PPP Act. A Partnership 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.

“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 Partnership Contract.

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

“Public-Private Partnership, Partnership and Participatory Public-Private Partnership” means any agreement between a Government Entity and one or more persons, subject to the public policy set forth in this Act, the terms of which are provided under a Partnership Contract, to delegate operations, Functions, Services, or responsibilities of any Government Entity, as well as for the design, development, finance, maintenance or operation of one or more facilities, or any combination thereof.

“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 Company in the design, permitting, financing, construction, and operation and maintenance of the Project, under the Agreement.

“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; life cycle firm; and
- each key 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.

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.

1.8 **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.
- CMA Architects & Engineers, LLC
- V Architecture
- KPMG, LLP
- 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](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.
1.9 Deadline

Those interested in becoming Shortlisted Respondents must submit their responses to this RFQ no later than Monday, January 22, 2018 at 5:00 pm (AST) (the “Submission Deadline”). RFQ submissions must be received by the Owners no later than the Submission Deadline at the address and in the manner set out in Section 5.5 below (the “Submission Address”). The Owners 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/PPP Committee 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.

1.10 Clarifications

Note that a Respondent may submit a request for clarification (“RFC”) from the Authority for explanation or interpretation of any matter contained in this RFQ up to at least fourteen (14) days prior to the Submission Deadline – that is, no later than 5:00 p.m. (AST) on Monday, January 8, 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 Monday, January 15, 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 Committee Representative”) by e-mail, no later than the Clarification Deadline. Questions submitted to anyone other than the PPP Committee Representative 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.

1.11 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, DRC, 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. CPM is serving as Procurement and Project Management advisor (the “Advisor”) to the Authority and the Owners for this Project and will provide assistance in the RFQ and procurement process in accordance with Section 4.17 of the Regulation. 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. Benefitting 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. 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. It is worth noting Puerto Rico’s close relationship to the U.S. federal government, where despite its Commonwealth status, it is treated similarly to other states.

<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 MAYAGUEZ CAMPUS

The University of Puerto Rico System (“UPR”), the only public university in Puerto Rico, 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, The University of Puerto Rico Act, as amended, the UPR is a public corporation of the Government. The UPR is governed by a thirteen-member Governing Board, of which nine members are appointed by the Governor of Puerto Rico and confirmed by the Senate of Puerto Rico.

The UPR is the largest institution of higher education in Puerto Rico. The UPR strives to provide high quality education and create new knowledge in the Arts, Sciences and Technology. UPR'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 (Rio Piedras, Mayaguez and Medical Sciences Campus) and eight additional campuses (Cayey, Humacao, Ponce, Bayamon, Aguadilla, Arecibo, Carolina and Utuado) located throughout the Island. Each campus is autonomous and has specific goals for their student body and local needs of the region and future community development.
The Mayaguez Campus is the second largest campus in the UPR. Located in the Municipality of Mayaguez in the western part of Puerto Rico, the Mayaguez Campus was originally founded in 1911 as the College of Agriculture and Mechanical Arts. Presently, the Campus offers graduate and undergraduate programs in Engineering, Natural Sciences, Business Administration, and the Liberal Arts. The Campus has established a leadership position in the Engineering field. The School of Engineering at Mayaguez Campus ranks ninth in granting engineering degrees in the United States, first graduating Hispanics and second in graduating women.

Presently, the Mayaguez 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; 55 bachelor’s degree programs, 40 Masters degrees and 8 Doctoral degrees. The School of Art and Sciences and the School of Engineering are the ones that offer doctoral degrees. The Campus also houses a Community Services and Extension Division, a Military Science Department, and an Aerospace Studies Development Center. The Campus registered a budget of $187,284,976 for academic year 2015-2016. Government appropriations are the principal source of the UPR and the Mayaguez Campus revenues. Additional revenues are derived from tuitions, federal grants, patient services, auxiliary enterprises, interest income, and other sources.

The Mayaguez 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).

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

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.

We provide our 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.
Total student enrollment reached 13,316 in academic year 2016-2017, up 4.3% from the previous academic year. Meanwhile, the new student enrollment has averaged 2,221 students for the 20-years period from 1997-1998 to 2016-2017 and reached 2,588 in academic year 2016-2017.

Between the 2010-11 and 2013-14 academic years, admission policies were revised to compensate for decreases in financial resources. Furthermore, the number of admissions declined due, in part, to the student discontent for increase in tuition charges. From 2013-2015, the admission policy was revised and the number of incoming freshmen gradually increased.

The Mayaguez Campus serves mainly student graduating from Puerto Rico high schools. The top 10 municipalities of precedence in Puerto Rico include San Juan, Guaynabo, Aguadilla, Ponce and Caguas, which are more than 20 miles away from the Campus. A large majority of students living outside of a 20 mile radius reside on the residences around campus.

In addition, as a leading public higher education institution in Puerto Rico, the Mayaguez Campus receives a large number of applications from a wide range of social backgrounds. According to data for freshmen students that were accepted for academic year 2017-2018, 30% reported family income of less than $19,999 and 70% 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 MAYAGUEZ CAMPUS**

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 essential role in shaping the growth of the campus.

The construction of the Campus can be divided in four phases. The first phase began with the construction of the first building in 1912, the Federico Degetau Hall, followed by the Jose de Diego Hall in 1916 and the Chancellor's former residence. The second stage of campus growth and construction began in the mid-1930s with the construction of the Dean Student's Building, the Celis Hall and the Luis Monzón Hall. During the 1950s the Campus began its third development stage with the construction of the campus center (1958), the General Library (1963) and the Chardon Building (Arts and Science Building). This stage also included the construction of on-campus dormitory buildings, which are currently being used as office space. The last phase of development 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. With respect to parking, initially there were parking scattered into small lots but as the need for parking increased, the sizes of parking lots grew.

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

- Six on-campus houses for faculty built in 1940 adjacent to PR-108 (three were demolished to build a new Chemistry Building).
- On-campus 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 now utilized as office space.
- The off-campus Darlington Building, built in 1953, is an 11 story building with capacity for 121 unit apartments. However, at the moment, the Darlington Building is vacant and has become dilapidated and in severe decay.
The Mayaguez Campus serves mainly students graduating from Puerto Rico high schools, as only 1% of first year students for the 2017-2018 academic year originates from the United States. The top 10 municipalities of precedence in Puerto Rico include San Juan, Guaynabo, Aguadilla, Ponce and Caguas, which are more than 20 miles away from the Campus. A large majority of students living outside of a 20 mile radius reside on the residences around campus. This means that approximately 500 first year students.

Master Plans conducted in 1995 (the “Comprehensive Self-Study Report”) and the 2012-2022 Strategic Plan of the Mayaguez Campus coincide that Mayaguez 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.

Presently, parking, student housing and student services facilities experience significant excess of demand. Below is a graphical summary of the most critical services needs of the Campus as it relates to key student life facilities. The service needs affect the entire Campus community.
The Mayaguez Campus has identified these type of facilities to be fundamental for enhancing the on-campus day-to-day experience for students, faculty and personnel. The 2012-2022 Strategic Plan of the Mayaguez 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 proposed Project will deliver a new future for the entire Campus community. The Project is designed to become an icon of student life revitalization in Puerto Rico. Responsive to the community’s needs and the Campus’ goals, the proposed design seeks to enhance the image and standing of the Campus.

The Campus has begun a process to formulate and ultimately deliver a transformative project that will modernize and increase the capacity of certain facilities and, more importantly, substantially enhance the daily experience of students, faculty and personnel. The Authority and the Mayaguez Campus are proposing the Project with the aim to support academic and teaching excellence and provide an enriching experience for students and the entire Campus community.

The proposed Project consists of a design, build, finance and operate, maintain project of a series of on-campus student life facilities. The Contractor will be transferred a series of Project risks in exchange for the right to receive fees based on demand from users. The Campus and UPR are prepared to develop a productive relationship with the Selected Proponent 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 this transformative Project are:

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

All these with the ultimate objective of providing an enriching experience and to have a positive effect in academic performance and achievement of excellence. More specifically, the Project consists of the following facilities:

**1) Student Housing Facilities**

The Campus does not provide on-campus housing and wishes to create a more enriching and vibrant environment on-campus for the benefit of students, faculty and personnel.

**2) Student Center and Commercial Facilities**

The Project seeks to maximize 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. This component of the Project is expected to include:

- A renovation of the existing student center, which includes a total building area of approximately 81,000 square foot divided in 5 stories.
- Provide 18,000 square foot of commercial activity.
- Integrate the adjacent *Angel Espada Gymnasium* into a pedestrian corridor and conversion into a multi-purpose building with additional ~18,000 square foot of dining area, retail while retaining its gymnasium uses.

**3) 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. Existing parking at *Area Blanca* (the largest on-campus parking facility) is located on a flood zone, and it is deemed unsafe for use. However, its proximity to the campus entrance and centralized location makes this site ideal for the proposed Project. The parking component of the Project includes the following objectives:

- Deliver additional parking spaces and conduct improvements and upkeep of existing 4,571 on-campus parking spaces assuring user safety and ease of use.
- Consider new parking facilities to include vehicular access from and to PR-2 and minimize traffic congestion and maximize pedestrian safety.

The Project also intends to increase pedestrian connectivity, and to better establish a nexus with neighboring communities such a Mayaguez Terrance and others. The Project is consistent with the Strategic and Master Plans, the vision and mission of the Mayaguez Campus, and the recent UPR Fiscal Plan.
2.5 **ON-CAMPUS PROJECT SITE**

Despite that the Project considers the Master and Strategic Plan of the Campus as basis for the Project, the existing needs and challenges of the Campus also played a decisive role in selecting an optimal Project site within the Campus. 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.

Alternative 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 synergy between these activities results in environmentally sustainable solutions that provide opportunities of responsible development and growth.

A rigorous site selection process included accessibility analysis, environmental studies and proximity to other buildings on campus. Considering the Campus traffic hurdles, special emphasis was given to vehicular access, pedestrian circulation and public transportation. Rain water management and wildlife conservation are handled with particular sensitivity in the site selection process.

The site at the Campus Main Entrance is the preferred site as it provides the most benefits and the least challenges in the analysis. Known as “Area Blanca”, this location enables the Project to become a true catalytic in the way the Campus is lived and perceived.

**Figure 3: On-Campus Project Site**

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<thead>
<tr>
<th>Elev</th>
<th>Level</th>
<th>ROOF</th>
<th>30,000</th>
</tr>
</thead>
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<tr>
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<td>40</td>
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<tr>
<td>20</td>
<td>FP03</td>
<td>44,000</td>
<td>44,000</td>
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<tr>
<td>10</td>
<td>FP02</td>
<td>8,000</td>
<td>11,000</td>
</tr>
<tr>
<td></td>
<td>FPGD</td>
<td>18,000</td>
<td>114,000</td>
</tr>
</tbody>
</table>

**Benefits**

- Opportunity to create an iconic building that will be the new public façade for the campus.
- Close proximity to buildings on campus, proposes to improve relationship to the main campus area.
- It will stimulate pedestrian traffic favoring high commercial/retail potential.
- High visible improvements readily perceived.
- Follows master plan recommendations of including passive park, and parking facilities on site.
- Improves main entrance traffic.
- Manages storm water collection with the provision of bioswales, while providing students with safer facilities.

**Challenges**

- Some disruption to campus activities may be expected during construction.
- Requires temporary parking to substitute the existing while constructing.
Housing Multi-functional facility

The proposed facility integrates student residential use with active commercial activity and passive outdoor area for public use. Its form is dominated by a commercial urban-like datum created using the existing Angel Espada Gymnasium. This commercial single loaded condition defines a main circulation axis to the main campus and it is enforced by the two outdoor areas. A total of 18,000 square foot of commercial offerings is provided in the ground level. While 181,000 square foot is available to accommodate different type of housing for 500 students. A total of 345 parking spaces can be provided on site, but placed behind the facilities’ façade.

Flooding issues on site are resolved by innovative passive rain water management. Two outdoor public area, 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.

As an alternative, the Angel Espada Gymnasium could be integrated as part of the Project. The existing structure provides additional 18,000 square foot that could be adapted for commercial offerings with multi-functional capabilities.

Figure 4: Proposed Facility at Main Entrance
**Staged Parking Development**

A total surplus of 1,390 on-surface parking spaces is possible by optimizing existing on-campus lots. As a replacement of Area Blanca’s existing parking spaces while the multi-use facility is being constructed, staging will be necessary. Parking #1, shown below, should be constructed as a first phase to supply parking while constructing on Area Blanca’s site. Phase #2 includes the construction of the multi-use facility and Parking #2. Future additional phases will be developed for capital improvement in parking facilities.

**Figure 5: Staging for Parking Facilities**

---

**Existing Student Center**

While not intended to compete with the new mixed-use facility, the Existing Student Center building should complement and anchor student services offerings. A modernization of interior spaces will be balanced with a design that respects the architectural significance of the structure. The following design guidelines should be used:

1. Provide a maximum utilization of existing spaces while preserving primary circulation patterns,
2. Provide for a myriad of food concessions and retail venues easily accessible to students, and
3. Provide outdoor terraces and spaces for social interaction.
An approximate of 85,000 square foot is available at the Center for commercialization. A proposed architectural program that defines the uses on each floor of the building is described. Services and support areas, as well as circulation areas are not included in the estimates below.

<table>
<thead>
<tr>
<th>First Floor: Dining Facilities</th>
<th>Area (sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dining Area #1 for 280 seats</td>
<td>4230</td>
</tr>
<tr>
<td>Dining Area #2 for 300 seats</td>
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</tr>
<tr>
<td>Food Concession #1</td>
<td>1840</td>
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<tr>
<td>Food Concession #2</td>
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<td>Food Concession #3</td>
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<tr>
<td>Retail</td>
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<td>Lounge Area</td>
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<th>Second Floor: Dining Facilities</th>
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<td>Food Concession #7</td>
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<tr>
<th>Third Floor: Retail</th>
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<tr>
<td>Outdoor Café for 150 seats</td>
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<tr>
<td>Covered seating area for 280 seats</td>
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<tr>
<td>Open Terrace</td>
<td>3750</td>
</tr>
<tr>
<td>Retail #2</td>
<td>1750</td>
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<tr>
<td>Retail #3</td>
<td>1325</td>
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<tr>
<td>Retail #4</td>
<td>1550</td>
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<table>
<thead>
<tr>
<th>Fourth Floor: Student Services</th>
<th>Area (sq. ft.)</th>
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<tbody>
<tr>
<td>Student Association offices</td>
<td>1120</td>
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<td>7 Student Services offices</td>
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<table>
<thead>
<tr>
<th>Fifth Floor: Hotel</th>
<th>Area (sq. ft.)</th>
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<tbody>
<tr>
<td>12 Typical Rooms with Balcony</td>
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<td>2 Type A Suites</td>
<td>840</td>
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<tr>
<td>1 Type B Suite</td>
<td>440</td>
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The proposed project constitutes the largest capital improvement endeavor of the UPR in decades and is poised to become a transformative project for the entire Mayaguez Campus community and the UPR. The Project is proposed to be procured or delivered as a public-private partnership where the Mayaguez Campus will seek to transfer certain risks associated to the design, construction, finance, operations and maintenance to a qualified the private Proponent.
2.6 **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 counterpart 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,
- Resolve controversial appeals against 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 Administrative Board.
The Chancellor also has at least two consultation bodies that in identifying and resolving campus specific concerns: 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.

2.7 **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 could range between 25 to 30 years. The Selected Proponent will be responsible for conducting a series of responsibilities at their own risk.
The risk allocation table in this section summarizes 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 principal payment mechanism for the Preferred Proponent will be the different fees to be derived from revenue streams of the Project. The Project is a demand risk project where the payment mechanism is fully based on fees of users. In addition, the PPP Contract could include a Revenue Sharing component to ensure effective alignment of objectives and execution of overall business plan for the Project.

<table>
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<th>Public Sponsor</th>
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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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<tr>
<td>Custodial</td>
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<td>Vandalism</td>
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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:

- Overview of fiscal situation and investment climate
- Clear and transparent procurement and investment framework
- Attractive project structure
- Marquee project opportunity

3.1 OVERVIEW OF FISCAL SITUATION AND INVESTMENT CLIMATE

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, (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 Rosselló Nevares 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. The Fiscal Plan addresses a revised $67 billion budget gap over the next 10 years, 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. The Fiscal Plan includes redesigning the way the Government operates by integrating and transferring services from the public sector to private entities with proven track records.

In addition to the Fiscal Plan, the Government has taken swift actions that include, but are not limited to, the strengthening of the Puerto Rico Fiscal Agency and Financial Advisory Authority and the approval of Executive Order 003-2017, declaring a state of emergency regarding the condition of various infrastructure sectors in Puerto Rico, thus allowing the implementation and use of an expedited emergency permitting process under Act. No. 76-2000, consistent with PROMESA’s statutory provisions under Title V.

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. Under the Fiscal Plan, the Authority is scheduled to launch a significant pipeline of projects that amount to $5.1 billion in infrastructure investment over the next ten years. Governor Rosselló has taken unequivocal steps for improving the PPP framework and advancing bankable projects. In January and June 2017, the Governor enacted a series of amendments to the PPP framework that allow for unsolicited proposals, pre-development agreements and facilitate the approval procedures for projects under the PPP legislation. Also, on April 2017, the Government conducted its first Puerto Rico P3 Summit in order to restore communication with the infrastructure market and investors and begin showcasing the opportunities in Puerto Rico and the future project pipeline.

The Fiscal Plan together with a strong policy supporting PPPs, will allow Government to formulate an attractive project pipeline and deliver transformative projects that will also spur economic development and expansion of the private sector in Puerto Rico.

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 PPP Contract 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 Project commercial structures. 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 Mayaguez 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 University 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:

Compliance with requirements of the Act;
Financial Capabilities;
Technical Capabilities;
Facilities Management and Operations Capabilities; and
Local Content

Compliance with Requirements of the Act

Each SOQ submitted pursuant to this RFQ will be reviewed to determine whether it satisfies the Act’s requirements in the following areas:

(a) The Respondent shall be a Person authorized to do business in Puerto Rico;

(b) The Respondent shall have available such corporate or equity capital or securities or other financial resources that, in the judgment of the Authority and the PPP Committee, are necessary for the proper development and maintenance of the Project;

(c) The Respondent shall have a good reputation and the managerial, organizational, professional and technical capacities, as well as the experience, to develop and administer the Project; and

(d) 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).

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.

Financial Capabilities

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 Contract with respect to the following:

- Financial capacity to construct, maintain and operate the structural component of the facilities;
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 Financial Close;

Ability and demonstrated experience in raising taxable financing required for similar projects;

Ability and demonstrated experience in raising tax-exempt financing required for similar projects;

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 Contract; and

Any innovative financing transaction structure that will be used to submit a competitive price or add value for money.

**Technical Capabilities**

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

(a) Prior successful experience in alternative project delivery arrangements including PPP, or projects similar to this Project including performance-based payment mechanisms and long-term partnership arrangements;

(b) Experience incorporating facilities management into project design;

(c) Respondent’s strength and demonstrated architecture and engineering design ability, experience and capacity to develop a student campus facility or a project of similar scale and complexity, with a significant commercial component;

(d) Respondent’s strength and demonstrated construction experience on projects with similar scale and complexity;

(e) Incorporating innovation into a project that lead to added value and a sharing of benefits.

The winning bidder must design and build the Project complying with the Middle States Commission on Higher Education Standards for Accreditation and Requirements of Affiliations and Compliance guidelines and must satisfy all applicable regulatory requirements, including those of UPR system.

**Facilities Management and Operations Capabilities**

The evaluation of facilities management and operations capabilities will evaluate each SOQ in accordance with the criteria set out below, including but not limited to, the extent to which the SOQ satisfies the anticipated facilities management capabilities requirements of the PPP contract with respect to the following:
(a) “hard” facilities management services to allow the facility to be used for its intended purposes throughout the concession period;

(b) grounds maintenance;

(c) Parking Services - including parking security services;

(d) incorporating innovation into a project will lead to added value and a sharing of benefits;

(e) track record of managing infrastructure projects by using facilities management provider’s own managerial teams (“in-house”) maintenance teams or track record of successfully sub-contracting its maintenance obligations in infrastructure projects to appropriate and competent third parties.

(f) evidence demonstrating the Private Entity’s ability to maintain a project of this nature and scope.

The Private Entity or Private Entities should demonstrate that it possesses:

(a) Substantial university facility maintenance experience;

(b) Advanced knowledge of campus facilities maintenance, repair, construction, and practical application of equipment and materials;

(c) Demonstrated understandings in facility aging behavior to assess and determine the applicability of remedial maintenance action and lifecycle management; and

(d) All capabilities necessary to successfully operate and maintain the campus project including routine maintenance, operations and management.

**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.

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.

**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.

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
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<tr>
<td>Compliance with Requirements of the Act and Team Organization (5 pages maximum)</td>
<td>10%</td>
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<tr>
<td>1. Respondent’s compliance with requirements of the Act as described in Section 4.2 of this RFQ under the heading “Compliance with Requirements of the Act”.</td>
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<tr>
<td>2. Respondent reputation, managerial, organizational, professional and technical capacities, as well as the experience and capacity to develop and administer the Project (including Respondent’s strength, demonstrated experience and financial capacity to design, construct, maintain and operate a student life complex within the dimensions of the proposed site and the time frame envisioned);</td>
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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. the essential elements of, and the approach of the Respondent to developing, a successful long-term partnership with the Owners;

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

3. details relating to corporate Controlling interests for each Team Member;

4. 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;

5. a system of measuring, assessing and maintaining accountability for performance applicable to the Project;
## EVALUATION CRITERIA

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<tr>
<td>6.</td>
<td>approach of the Respondent to interacting and resolving disputes with the Owners; and</td>
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<tr>
<td>7.</td>
<td>critical success factors for the Project and skills of the Respondent to ensuring Project success, including stakeholder relations, community involvement and communications strategies.</td>
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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:

1. 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, and indicate whether the Respondent or any Team Member participates in the World Economic Forum’s Partnering Against Corruption Initiative (PACI);

2. Outline the roles of principal Team Members (such as the operator, design-builder, equity investors, and owners) and Key Subcontractors and Key Individuals that are providing products or services to such principal Team Members;

3. Identify the persons, partnerships or legal entities that are expected to act as legal, financial, or other advisors for the Respondent;

4. 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);

5. An identified leader for each stage of the Project with clear decision-making authority covering all types of anticipated decisions;

6. A list and description of comparable or relevant projects in which Team Members have participated. Respondents should specify how these projects relate to the Project. *The project list and descriptions may be included in an Appendix if Respondents so desire and will not be counted towards the page maximum, provided that no more than 2 pages shall be allocated to each project;*

7. Approach to risk allocation between the Team Members in the structure identified above at all stages of the Project including stranded risks at the Project Co level (e.g. risks other than those passed down to the design-builder or operator);

8. Approach to ensuring suitable and effective risk management of the Project; and
9. a list of Team Member references describing the relevant qualifications and capabilities of principal Team Members in the financing, design, construction, maintenance or life cycle of the Project. If possible, these references should come from the procuring government agencies or lead owners on previous projects. *This may be included in an Appendix if Respondents so desire and will not be counted towards the page maximum.*

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.

**Financial Capabilities (10 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 Contract with respect to the following:

1. Financial capacity to construct, maintain and operate the structural component of the facilities;
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 Financial Close;
3. ability and demonstrated experience in raising debt financing for similar projects;
4. ability and demonstrated experience in raising taxable financing required for similar projects;
5. ability and demonstrated experience in raising tax-exempt financing required for similar projects;
6. 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 Contract; and
7. any innovative financing transaction structure that will be used to submit a competitive price or add value for money.

Respondents should also provide the following information:

8. anticipated equity capital funders (e.g., banks, life insurance companies, pension funds, private equity funds, construction companies and facilities

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<th>Financial Capabilities (10 pages maximum)</th>
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<td>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 Contract with respect to the following:</td>
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<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 Financial Close;</td>
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<tr>
<td>3. ability and demonstrated experience in raising debt financing for similar projects;</td>
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<tr>
<td>4. ability and demonstrated experience in raising taxable financing required for similar projects;</td>
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<tr>
<td>5. ability and demonstrated experience in raising tax-exempt financing required for similar projects;</td>
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<tr>
<td>6. 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 Contract; and</td>
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<td>7. any innovative financing transaction structure that will be used to submit a competitive price or add value for money.</td>
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<td>management providers) and their anticipated involvement (approximate in percentage terms);</td>
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<td>9. anticipated sources of equity capital for each equity capital funder (i.e. specific fund or investing entity), and its current financial position;</td>
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<td>10. details as to how the providers of equity capital plan to ensure adequate funding by Financial Close (including anticipated third party support or guarantees);</td>
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<td>11. a plan that details how Respondent intends to secure funding for all development costs leading up to Financial Close (including professional fees, financing commitment, process for internal approvals, etc.);</td>
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<td>12. detailed process and internal approval procedures/timelines for allocation of funding, and anticipated timeline for committing funding for this Project;</td>
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<tr>
<td>13. an overview of recent financial performance and financial strength relating to the equity/risk capital funders, contractors and service providers (supported by audited financial statements of Team Members for the past 2 years and updated, where available; fund performance report (if applicable); ratings report if available or such other financial documents to support the financial analysis and demonstrate that the Team Members have the financial resources to successfully execute a project of this nature and scope. Financial statements and similar materials and/or reports may be included in an Appendix if Respondents so desire and will not be counted towards the page maximum.</td>
<td></td>
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<tr>
<td>14. based on Design Build Finance Maintain and Operate (&quot;DBFMO&quot;) or similar PPP projects, Respondents shall explain their preliminary approach to allocating key project risks amongst the Team Members, including the ability of relevant Team Members to secure adequate bonding, letters of credit, guarantees and/or other forms of support required for the successful implementation of the Project; and</td>
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<tr>
<td>15. outline Respondent's approach to ensuring performance during construction and operations to meet the requirements of Project lenders and Owners, including ability to provide the security package for each Team Member as proposed by the Respondent for this Project (e.g. bonding capability, letters of credit, access to surety bonding, financial capacity, etc).</td>
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Respondents must provide relevant information to support their responses to the points above (including financial statements, letters of support from funding sources, etc.). For greater clarity, at this time, Respondents are not required to provide specific dollar amounts for contemplated equity.
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<th>EVALUATION CRITERIA</th>
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<tr>
<td><strong>Technical Capabilities (15 pages maximum)</strong></td>
<td>30%</td>
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<td>General Technical Capabilities: Respondents must provide evidence of ability to comply with the following general elements:</td>
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<td>1. advanced knowledge of university campus and associated facilities maintenance, repair, life cycle, design, construction, and practical application of equipment and materials in higher education student life facilities operations, as well as a demonstrated understanding in aging behavior of parkings, housing and students center associated facilities to assess and determine the necessity for remedial maintenance action; and</td>
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<tr>
<td>2. familiarity with Middle States Higher Education certification standards, requirements and procedures, and student life operations, construction, maintenance and life cycle standards.</td>
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<td>To the extent not already provided under another area of Evaluation Criteria, the Respondent should provide the following:</td>
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<tr>
<td>1. 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>2. detailed 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. If applicable, reference each Key Individual’s role in the submitted projects.</td>
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<td>Respondent’s strength and demonstrated management experience with performance-based infrastructure and public-private partnerships, including provision of the following information:</td>
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<tr>
<td>1. evidence of experience of each Team Member in carrying out major infrastructure projects, including DBFMO projects, university complex facilities or similar types of projects, as a member of a consortium;</td>
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<td>2. prior successful experience in alternative project delivery arrangements, including PPP, or projects similar to this Project involving performance-based payment mechanisms and long-term partnership arrangements;</td>
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<td>3. experience incorporating facilities management and life cycle into project design;</td>
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<td>4. how the design team will approach sustainable design and how it will effectively balance cost premiums with operational savings; and</td>
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<td>5. the design team’s approach to designing the Student Life Project including the design team’s understanding of design standards and current best practices</td>
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### EVALUATION CRITERIA

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<th>Weight</th>
<th>in higher education student life facilities design and the approach to improving the efficiency and effectiveness of campus facilities and services.</th>
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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. design approach to minimizing overall capital and life cycle costs; and

2. approach to green and sustainable design practices. The Respondent shall 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.

Respondent's strength and demonstrated construction experience including provision of the following information:

1. the technical and financial capacity to plan, construct, and commission a large university campus complex within the dimensions of the proposed site and the time-frame envisioned;

2. prior experience of the construction phase Team Members on projects of similar scale and complexity and prior experience utilizing construction and financial resources;

3. approach to fast-tracking the Project schedule, including methods of construction that could yield time savings;

4. approach to achieving economies of scale;

5. approach to procurement and installation of client furniture, fixtures and equipment;

6. approach to reducing the environmental impact of construction activities and/or achieving LEED credits related to the construction phase of the Project;

7. approach to managing the procurement, receipt and installation of systems and equipment for the following: parking, housing and commercial (as it relates to a university facility's operation); and

8. approach to managing the procurement, scheduling and installation of furniture, fixtures and equipment not included in paragraph 7 above.
### EVALUATION CRITERIA

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<th>Safety Performance</th>
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<tr>
<td>Respondent shall submit copies of the Occupational Safety and Health Administration</td>
<td>Pass or</td>
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<td>(OSHA) 300 forms for the past three (3) years. If not applicable, a prospective</td>
<td>Fail</td>
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<td>Respondent shall present a document explaining the reasons for not submitting the</td>
<td>Non</td>
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<td>form. These may be included in an Appendix if the Respondents so desire and will not</td>
<td>Weighted</td>
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<td>be counted towards the “Technical Capabilities” page maximum.</td>
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### Facilities Management and Operations Capabilities (10 page maximum)

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<tr>
<th>Facilities Management and Operations Capabilities (10 page maximum)</th>
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<tr>
<td>Respondent must provide evidence of experience with facilities</td>
<td>20%</td>
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<tr>
<td>management and operations in a university environment, as it relates</td>
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<td>to all facility management services outlined below:</td>
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<td>1. “hard” facilities management services, including mechanical and</td>
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<td>electrical plant operations, utilities management, life cycle</td>
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<td>management and maintenance and the provision, management,</td>
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<td>maintenance, repair and, as appropriate, replacement of all plant</td>
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<td>(e.g. HVAC) and plant maintenance equipment and building components</td>
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<td>required both to obtain an occupancy permit for a facility and to</td>
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<td>allow the facility to be used for its intended purposes throughout</td>
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<td>the concession period;</td>
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<td>2. “other” facilities management services, as described above.</td>
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<td>3. incorporating innovation into a project that led to added value</td>
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<td>and a sharing of benefits;</td>
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<td>4. track record of managing infrastructure projects by using its</td>
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<td>own managerial teams (“in-house”) maintenance teams or track record</td>
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<td>of successfully subcontracting its maintenance obligations in</td>
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<td>infrastructure projects to appropriate and competent third parties.</td>
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<td>To the extent not already provided under another area of Evaluation</td>
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<tr>
<td>Criteria, the Respondent should provide the following information:</td>
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<tr>
<td>1. three project examples of each of hard facilities management</td>
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<td>services as well as the “other” facilities management services</td>
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<tr>
<td>described above relevant to the nature and scope of the Project; and</td>
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<tr>
<td>2. detailed resumes (indicating overall experience and any specific</td>
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<td>experience relevant to hard facilities management and operations</td>
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<td>services and the “other” facilities management services described</td>
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<td>above in a similar facility to a student life project) for no</td>
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<td>more than three Key Individuals who will be leading the facilities</td>
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<td>management team on behalf of the Respondent. If applicable,</td>
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<td>reference the Key Individual’s role in the submitted projects.</td>
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<td>Respondents should provide details on each of the following items:</td>
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### EVALUATION CRITERIA

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<tr>
<th>Evaluation Criteria</th>
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<tr>
<td>1. the individual(s) proposed to lead facilities management and operations for the Project;</td>
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<td>2. how the facilities management and operations team, and its members, will be integrated and coordinated with the other Team Members and the Authority;</td>
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<td>3. approach to managing the facility and the roles and responsibilities of the relevant Team Members and Key Individuals;</td>
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<td>4. approach to maintenance and life cycle to minimize total Project cost while ensuring the facility meets Project requirements, output specifications and the University’s facility management standards;</td>
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<tr>
<td>5. approach to managing the interface between facilities management services delivered by the Preferred Proponent and any facilities management services that may delivered by others;</td>
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<td>6. approach to achieving economies of scale;</td>
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<td>7. approach to providing continuity of quality service management over the length of the contract (e.g. succession planning over a long-term contract);</td>
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<tr>
<td>8. approach to managing the Project in the context of the relevant Team Members’ other facilities management contracts currently underway or planned;</td>
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<td>9. approach to health and safety at the workplace;</td>
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<tr>
<td>10. policies, practices and procedures for the hiring, training and supervision of staff, including training and supervision on health and safety matters.</td>
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### Local Content (5 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

| 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. |
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SECTION 5
SOQ REQUIREMENTS AND PROCEDURE

5.1 SOQ REQUIREMENTS

Overview of Requirements

CPM PR, LLC is serving as lead advisor (the “Advisor”) to the Authority and Owners in connection with this RFQ and the possible PPP Contract for this Project.

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 format provided under “Format and 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 Committee Representative
Request for Qualifications –
Higher Education 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 Format and Required Information for RFQ Submission

Compliance with the RFQ

The SOQ must be prepared in English and follow the format outlined below. Responses should not exceed a total number of 45 pages (without exceeding the individual section limits below), not including the following:

- any Respondent Certifications;
- 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 (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 “Compliance with Requirements of the Act”.

Financial Capabilities (10 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 30%

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.

Safety Performance

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.

Facilities Management Capabilities (10 pages maximum)  Weight 20%

Respondents should address all areas referred to in the Evaluation Criteria set out in Section 4.2 of this RFQ, under the heading “Facilities Management Capabilities”.

Local Content: Partnering with Local Parties (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 “Local Content: Partnering with Local Parties”.

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 five
(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:
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.
Student Life PPP Committee Representative
Request for Qualifications –
DBFMO of a Higher Education Student Life Project

Dear PPP Committee Representative,

We have carefully reviewed the Request for Qualifications dated [   ] 2017 (“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. 84 approved by the Legislative Assembly of the Government of Puerto Rico on June 18, 2002, also known as the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Government of Puerto Rico, a copy of which is available at the Authority’s website: http://www.p3.pr.gov.

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 Higher Education Student Life Project, issued on [Date] by the Authority.

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Signature

Date