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SECTION 1 – INTRODUCTION



SECTION 1 – INTRODUCTION

1.1 AGENCY BACKGROUND

The Puerto Rico Fiscal Agency and Financial Advisory Authority (the “Authority”) was established pursuant to Chapter 6 of Act 21-2016, known as the Puerto Rico Emergency Moratorium and Financial Rehabilitation Act (“Act 21”), as an independent public corporation and governmental instrumentality with separate legal existence for the purpose of acting as fiscal agent, financial advisor and reporting agent of the Government of Puerto Rico, its agencies, instrumentalities, public corporations and/or municipalities (hereinafter collectively referred to as the “Government”).

On January 18, 2017, the Governor of Puerto Rico signed into law Act 2-2017 (“Act 2”). Act 2 repeals Chapter 6 of Act 21 and expands the Authority’s powers to include, among other things, sole responsibility to renegotiate, restructure and/or reach an agreement with creditors on all or part of the public debt or any other debt issued by any entity of the Government. Act 2 also establishes the Authority’s power to monitor compliance with the budget certification and fiscal plans approved under the Puerto Rico Oversight, Management and Economic Stability Act of 2016 (“PROMESA”); and delegates to the Authority the power to review matters such as, but not limited to, contracts, transactions and regulations of agencies and instrumentalities of the Government. The activities and responsibilities of the Authority are separate and distinct from those of the Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), which was established by PROMESA.

1.2 FUNCTION AND OVERVIEW OF THIS REQUEST FOR QUALIFICATIONS

The Authority is authorized to hire professionals to carry out certain of its duties under Act 2, as they relate to its role as fiscal agent, financial advisor and reporting agent for the Government, including the Puerto Rico Aqueduct and Sewer Authority (“PRASA”). The Authority is seeking submissions from entities interested in providing the Services described in Section 2 of this RFQ in connection with PRASA.

Prospective Respondents should review carefully Act 2 (which is available for download on the Authority’s website: <http://www.aafaf.pr.gov>) and should ensure that they comply with all applicable provisions set out therein. This RFQ provides each prospective Respondent with sufficient information to enable it to prepare and submit a Statement of Qualifications (“SOQ”) for consideration and evaluation by the Authority. The SOQ will be evaluated as described in Section 4 of this RFQ.

1.3 PROCUREMENT PROCESS AND SCHEDULE

Based on the SOQs, which must be submitted on or before the Submission Deadline, the Authority will issue a Request for Proposal. The terms and conditions for the submission of proposals will be set forth in the Request for Proposal.

1.4 ADDITIONAL RULES WITH RESPECT TO ALL RESPONDENTS

For purposes of this RFQ, the following terms will have the meaning ascribed to them below, unless the context clearly indicates otherwise:

- **“Key Individual”** means an individual who will play an important role in the Provision of the Services.
- **“Agreement”** The contract executed by the selected Proponent and the Authority, which may include, but shall not be limited to, a contract to delegate a Function and/or administer or render one or more Services. The obligations arising from these contracts shall be binding insofar as these do not disrupt the law, morality, or public order.
- **“Authority’s Representative”** means Gerardo Loran, who shall be the sole point of contact for all Respondents.
- **“Proponent”** means a Shortlisted Respondent selected through the qualification process.



- **“Preferred Proponent”** means the Proponent selected by the Authority to provide the Services and enter into the Agreement.
- **“Respondent”** means a (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a SOQ in response to this RFQ.
- **“Submission Deadline”** means November 30, 2017.
- **“SOQ”** means a statement of qualifications to be submitted by Respondents pursuant to this RFQ. All references in this RFQ to “SOQ submissions,” “SOQ submittals,” “SOQ responses,” and expressions of a like nature are deemed to refer to the SOQ.
- **“Team Member”** means a member of a Respondent. Team Members must be identified in Respondents’ RFQ submissions and cannot be changed without the prior written consent of the Authority.

Please note the following with respect to Respondents:

- 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 with respect to the provision of the Services. 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 of 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.
- If for any reason, after the Submission Deadline and prior to the selection of a Preferred Proponent, a Respondent wishes or requires to: (i) change any Team Members listed in the Respondent’s SOQ (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 Authority may require) to the Authority seeking its consent to the proposed change, which consent may be withheld or delayed in the absolute discretion of the Authority. Without limiting the foregoing, the Authority 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 discretion of the Authority, result in a weaker Respondent than that which is listed in the Respondent’s SOQ or result in the Respondent being materially different from the Respondent that was originally shortlisted;
 - 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 the avoidance of doubt, 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.



1.5 DEADLINE AND CLARIFICATIONS

Those interested in becoming Respondents must submit their responses to this RFQ no later than the Submission Deadline. RFQ submissions must be received by the Authority no later than the Submission Deadline at the address and in the manner set out in Section 3.

Respondents may make inquiries only by submitting questions and RFCs to the Authority by e-mail, no later than forty-eight (48) hours before Submission Deadline. Questions submitted to anyone other than the Authority's Representative or by any means other than e-mail will not be answered and may be grounds for disqualification according to the Communications Protocol provisions of this RFQ.

- Any respondent that has questions as to the meaning of any part of this RFQ, or the Services, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in writing, to the Authority's Representative in accordance with this Section. The Authority will provide all submitted questions or RFCs, along with the Authority's answers thereto, to all Respondents. The Authority will not respond to Respondents' questions or RFCs that are not submitted in accordance with this Section.
- Any oral or written response provided by the Authority in connection with this RFQ will not be binding on the Authority 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.

Confirmation of Intention

Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information to the Authority's Representative via e-mail at gerardo.loran@aafaf.pr.gov. Also, all questions and/or RFCs regarding this RFQ should be directed to the Authority's Representative via e-mail.

Please do not contact any officials or related parties of the Authority (other than the Authority's Representative) via telephone or otherwise. Such contact may serve as grounds for disqualification.



SECTION 2 – SCOPE OF SERVICES REQUESTED



2.1 SCOPE OF SERVICES REQUESTED

This RFQ will serve as the initial phase of a process that will enable the Authority to select a Preferred Proponent to provide advisory services (the “Services”) in connection with all aspects of the restructuring and operations of the Puerto Rico Sewer and Aqueduct Authority.

The purpose of this Request for Qualifications (“RFQ”) is to solicit qualifications from individuals, firms, or consultant organizations (each of the foregoing, a “Contractor”) to advise on the following relating to PRASA:

- Evaluate liquidity requirements, including refining, if necessary, of existing cash flow forecasts and assist with management of 13-week cash mode
- Assist in the development and management of liquidity reporting requirements (e.g. weekly, monthly, etc.)
- Support management in liquidity optimization and liquidity monitoring efforts (i.e., collection efforts, KPIs)
- Fiscal Plan Implementation Support
- Support and validate fiscal plan measures including operating trends, financial performance, regulatory compliance, financial projection updates and sensitivities
- Support management with implementation of fiscal plan and related measures, as necessary
- Support and monitor budget process and monthly forecast including operating trends, financial performance and regulatory compliance
- Assist in the establishment of a Project Management Office (“PMO”) to oversee fiscal plan process and related measures (KPIs, analytics, validation, etc.)
- Assist in general advisory support



SECTION 3 – SOQ AND REQUIREMENTS FOR ALL RESPONDENTS



SECTION 3 – SOQ REQUIREMENTS FOR ALL RESPONDENTS

3.1 RFQ REQUIREMENTS

General

The Authority expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the Authority to evaluate, competitively rank and shortlist the Respondents based on the criteria set forth herein. SOQs shall be submitted exclusively in the English language, and cost terms in United States of America (U.S.) dollar denominations. Standard corporate brochures, awards, licenses and marketing or promotional material shall not be included in the SOQ.

Format

Number and Types of Copies

Each Respondent shall submit the following in sealed packages:

- 1) One digital copy in read-only format on a write-protected flash drive, clearly marked with the Respondent's name on the package or the drive itself. The Authority encourages Respondents to use searchable, bookmarked PDFs and hyperlinked tables of contents.
- 2) One (1) original and five (5) copies—for a total of six (6) hardcopies—of its SOQ in four loose-leaf, three-ring binders, one SOQ part per binder. The SOQ containing original signatures shall be marked as “Original”. The original must be clearly marked “Original” on its face and spine. Each copy must be numbered 1 through 5 on its spine. The Respondent's name and part number must also be clearly marked on the spine.

Paper and Printing Requirements

SOQs must be prepared on 8-1/2” x 11” sized white paper. For purposes of all page limits set forth in this RFQ, each printed side shall be considered one page and will be included in any applicable page limitations. The use of 11” x 17” pages is acceptable (and each printed side will be considered one page) for Forms 1 through 4 in Appendix 2 or schedules but not for narrative text. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used shall be composed of recycled materials.

Page and Font Limitations

There is no aggregate page limit for SOQ Part A, Part B and Part C, but page limits for individual components of may apply as specified in. Part A, Part B and Part C shall have all pages sequentially numbered. Part A and Part B shall not exceed 40 pages, excluding all Forms and all applicable license and registration information provided in response to Appendix 2.

The font size used in the SOQ shall be no smaller than 12 point, except for tables, which may be prepared using 10 point font.

Overview of Submission Requirements

The SOQ shall be delivered no later than the Submission Deadline. Respondents that anticipate responding to this RFQ shall so indicate as soon as possible by providing contact information via e-mail to the Authority's Representative's e-mail address listed below. The SOQ should comply with the format provided in Appendix 1. Additional information not specifically related to the Services or this RFQ should not be included. All questions, RFCs, or requests for information regarding this RFQ should be directed to the Authority's Representative via e-mail. Please do not contact any officials or related parties of the Authority in any other manner. Such contact may serve as grounds for disqualification.



Address questions, comments, and RFCs to:

Puerto Rico Fiscal Agency and Financial Advisory Authority

Request for Qualifications–PRASA Advisory services

E-mail:gerardo.loran@aafaf.pr.gov

Authorization for Further Investigation

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 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.

3.2 REPORTING OF MATERIAL ADVERSE CHANGE

At any time prior to the shortlisting of a Respondent, it shall submit immediately to the Authority information pursuant to the submission requirements set out in Section 3 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 Authority' request. The Authority will evaluate the information submitted by the Respondent in accordance with the evaluation criteria set out in Section 4, 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 Authority may, in its discretion, invite other Respondents based on their ranking in this RFQ process (provided such Respondents have achieved the minimum score required by Section 3) to be added to the list of Shortlisted Respondents and replace the Respondent whose score was re-evaluated under Section 4, even if those replacement Respondents were not Shortlisted Respondents in the first instance.

3.3 RFQ SUBMISSION INSTRUCTIONS AND NEXT STEPS

The Authority will not accept RFQ submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether an RFQ submission is submitted before the Submission Deadline will be based on the time and date stamp each Respondent must ensure it receives from the Authority/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. 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. The Respondent shall limit its prequalification submission, or each component of the RFQ submission, to the maximum number of pages indicated in Appendix 1. Respondents are cautioned that, if there are page limits set out in Appendix 1 for specific sections, the Authority will not review or score pages submitted in excess of the maximum number of pages indicated for such item. For the avoidance of doubt, 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 submission shall be labeled as follows:



Puerto Rico Fiscal Agency and Financial Advisory Authority
RFQ for PRASA Advisory services
Submitted by (Respondent's name and Address)

The SOQ shall be delivered to:

Puerto Rico Fiscal Agency and Financial Advisory Authority
Roberto Sánchez Vilella (Minillas) Government Center – Fourth Floor
De Diego Ave. Stop 22
San Juan, PR 00907

3.4 RFQ MISCELLANEOUS INSTRUCTIONS

Addenda to RFQ

The Authority reserves the right to amend this RFQ at any time. Any amendments to this RFQ will be described in written Addenda. Copies of each Addendum will be available at the Authority's website: <http://www.aafaf.pr.gov/> and Respondents will be notified. 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 Authority. 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 a written request for withdrawal, prior to the date of the selection of the Preferred Proponent, at the address for delivery of SOQs set forth in Section 3.4. Any such withdrawal does not prejudice the right of a Respondent to submit another SOQ by the Submission Deadline.

3.5 DISCLAIMER

The information provided in this RFQ, or any other written or oral information provided by the Authority, the Government or their respective officers, employees, advisors or consultants in connection with the Services 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, or the Government or any Puerto Rico public agency will not be considered binding on the Authority, or the Government. The Authority, the Government 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 will 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.

3.6 CONFLICT OF INTEREST

Each Respondent Representative, on behalf of the Team Members identified as meeting the experience requirements of Section 2 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 3.6, "Conflict of Interest" includes any situation or circumstance where in relation to the Services, the Respondent and the Team Members identified as meeting the experience requirements contemplated in Section 2 of this RFQ have other commitments, relationships or financial interests that:

- could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the both the Authority and Committee's independent judgment; or
- could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Agreement.

In connection with its SOQ, each Respondent shall:

- avoid any Conflict of Interest in relation to the Services;
- disclose to the Authority without delay any actual or potential Conflict of Interest that arises during the RFQ process;
- comply with any requirements prescribed by the Authority to resolve any Conflict of Interest.

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

- 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 Section 2 of this RFQ fails to comply with any requirements prescribed by the Authority to resolve a Conflict of Interest; or
- the Respondent's Conflict of Interest issue cannot be resolved.

3.7 RESERVATION OF RIGHTS

In connection with the proposed Project, the Authority reserves all rights (which rights will be exercisable by the Authority in its absolute discretion) available to it under applicable laws and regulations, including, without limitation, with or without cause and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of the Authority and the Government.
- Perform the Services in any manner that they deem necessary and change the limits, scope and details of the Services.
- If the Authority is unable to negotiate an Agreement 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 Services or exercise such other rights as they deem appropriate.
- Cancel the procurement process, as applicable, in whole or in part, at any time prior to the execution of an agreement by the Authority, without incurring any cost, obligations or liabilities whatsoever.
- Issue a new RFQ after withdrawal of this RFQ.
- 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.
- Modify all dates, deadlines, process, schedule and other requirements set out, described or projected in this RFQ.
- Terminate evaluations of responses received at any time.



- Exclude any Respondent from submitting any response to the RFQ, as the case may be, based on failure to comply with any requirements.
- Issue addenda, supplements and modifications to this RFQ.
- 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.
- 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 or the Government may have experienced.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Respondent responsibilities from the information contained in this RFQ or any subsequent process instruments.
- Negotiate with any party without being bound by any provision in its response.
- Waive any deficiency, defect, irregularity, informality, 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.
- Incorporate the RFQ or any Respondent's response to the RFQ as part of any formal agreement with a Shortlisted Respondent.
- Not issue a notice to proceed after execution of any contract.
- Postpone the date on which responses to this RFQ are due.
- Exercise any other right reserved or afforded to the Authority under Act 2, this RFQ or applicable law.

This RFQ does not commit the Authority or the Government to enter into a contract or proceed with the procurement of the Services as described herein. The Authority 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 will the Authority be bound by, or liable for, any obligations with respect to the Agreement until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been executed and authorized by the Authority and, then, only to the extent set forth therein.

3.8 LIMITATION OF DAMAGES

Each Respondent, by submitting a response to this RFQ, agrees that in no event will the Authority, 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 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 solicitation process for the Services (including modification of the scope of the Services 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);



- 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 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 3.8 “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.

The Authority and their advisors are not responsible for costs 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 of participating in any conferences, oral presentations or negotiations, whether in connection with this RFQ 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.



SECTION 4 – Evaluation Criteria



SECTION 4 – EVALUATION CRITERIA

4.1 PROPONENT QUALIFICATION AND PROPOSAL REQUIREMENTS

This RFQ is available for prospective Proponents who desire to participate in the provision of the Services. All RFQ qualification submissions will be reviewed based on the requirements set forth in Section 4 and Appendix 1 of this RFQ.

The process for evaluating the SOQ is outlined in this Section 4. The Authority reserves the right to qualify a limited number of prospective Proponents in order to arrive at a shortlist for a particular Project. The Authorities goal is to create a fair basis for the evaluation of the SOQs in compliance with all applicable laws governing this procurement.

The SOQ evaluation process will include: (1) a review of each SOQ for responsiveness and pass/fail criteria and (2) a qualitative evaluation of the SOQ.

4.2 STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

SOQs shall be prepared and submitted in the format set out in Section 3, and shall completely and clearly address the scope of work outlined in Section 2 of this RFQ.

The evaluation criteria for these SOQ submissions will consist of the criteria set forth in this Section 4.

PASS/FAIL AND RESPONSIVENESS REVIEW

Each SOQ will be reviewed for: (a) conformance to the RFQ instructions regarding organization and format, and responsiveness to the requirements set forth in this RFQ and (b) based on the pass/fail criteria set forth below. Responsiveness will be assessed on the basis of overall responsiveness

Any SOQ determined by the Authority that does not address the requirements set forth in this RFQ or that does not pass the pass/fail criteria herein will be excluded from further consideration and will not be eligible for qualitative evaluation and shortlisting. The Authority may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation of information. Should an SOQ be excluded from further evaluation, the Authority will inform the Proposer.

The Authority may request written clarifications, confirmations or corrections from a Proposer regarding minor nonconformities, irregularities, and apparent clerical mistakes. The Authority reserves the right, in its discretion, to disregard or waive minor informalities, irregularities, omissions, nonconformities, discrepancies, and apparent clerical mistakes.

Pass/Fail Criteria: The Authority will evaluate each SOQ based upon the following pass/fail criteria:

Criterion 1 – Compliance with RFQ

To pass Criterion 1, the SOQ must comply with all requirements contained within this RFQ including but not limited to format requirements, terms, conditions of this RFQ and the completion of required Forms in Appendix 2.

Criterion 2- Compliance with Requirements of Act 2

Each SOQ submitted pursuant to this RFQ will be reviewed to determine whether it satisfies the requirements set forth in Act 2. To pass this Criterion 2, Proponents are to provide a statement which addresses the following:

- The Respondent shall demonstrate that, at the time of the execution of the Agreement, it will be a Person authorized to do business in Puerto Rico;
- The Respondent shall have available such corporate or equity capital or securities or other financial resources that, in the judgment of the Authority are necessary provision of the Services;



- The Respondent shall have a good reputation and demonstrated managerial, organizational, professional and technical capacities, as well as directly relevant experience, to provide the Services; and
- 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 been found probable cause 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 (this requirement may be satisfied by completing the Form of Sworn Statement and Form of Respondent Certification included in Appendix 2 to this RFQ).
- Proponents who apply or bid for an award of US\$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient (This requirement may be satisfied by completing the Certification Regarding Lobbying included in Appendix 2 to this RFQ).

QUALITATIVE EVALUATION CRITERIA

Each Respondent SOQ passing all of the “pass/fail” criteria set forth above will be qualitatively evaluated by the Authority based on (i) their Technical Qualifications and Capability to perform the Services and (ii) the proposed individual and total costs of the Services.



APPENDICE



Appendix 1 SOQ FORMAT

Responses must be prepared and submitted in the format set out in Appendix 2 of this RFQ and must comprehensively and completely address its requirements.

Respondents shall assemble their SOQ as presented below.

SOQ Component	Form if any
Part A – General Information	
Form of Sworn Statement	Form 1
Form of Respondent Certification	Form 2
Certification Regarding Lobbying	Form 3
Certification indicating that Respondent is not currently disqualified, removed, debarred or suspended from performing or bidding on work for federal government or any state government.	Form 4
Disclosure of Conflicts: list any dealings with the Government of Puerto Rico or the Authority (including the employees and elected representatives of each), as well as any suppliers of goods or services to the Authority or the Government.	
Cover Page (to include identification of all Team Members, 1 page maximum)	
Cover Letter (2 pages maximum)	
Table of Contents	
<p>Executive Summary (2 pages maximum)</p> <p>The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent's SOQ and its ability to satisfy the operational and technical requirements of the Services. The executive summary shall identify each Team Member and briefly describe the role, headquarter office location, and the qualifications of each Team Member, and their experience in performing comparable projects. The executive summary shall address why the Respondent wants to become the Preferred Proponent.</p>	
<p>Respondent Information (1 page maximum)</p> <p>Respondent Representative: provide a single contact person ("Respondent Representative") for all future communication between the Authority and the Respondent. Please identify the Respondent Representative's name, title, organization, work address, email address, and work, cell and fax numbers.</p>	
Part B – Technical Information	
<p>Technical Key Personnel Experience (4 pages maximum)</p> <p>Each Respondent must identify at least one individual as Technical Key Personnel and provide separate resumes for all other Technical Key Personnel whose qualification and experience will be evaluated in accordance with Section 4 of this RFQ. Resumes shall be limited to no more than one page per person,</p>	



exclusive of licenses or license applications. Provide a minimum of three individual project descriptions and contacts in each resume. For each project, the following information shall be included in the resume:

- (i) Name of the project, the public owner's contact information (project manager name, telephone number, email address), and dates of work performed on the project.
- (ii) Description of the individual's exact role and the work or services provided on the project. If more than one role was played, identify the dates and duration of each role.
- (iii) Description of how the individual's experience on the project is relevant to the evaluation criteria set forth in Section 4 of this RFQ.
- (iv) Relevant licensing and registration. (Copies of licenses and/or applications for licenses, if applicable, must be attached.)



Appendix 2 REQUIRED FORMS

List of Forms	
SOQ Compliant Forms	
<i>Form Name</i>	<i>Description</i>
Form 1	Form of Sworn Statement
Form 2	Form of Respondent Certification
Form 3	Certification Regarding Lobbying
Form 4	Certification indicating that Respondent is not currently disqualified, removed, debarred or suspended from performing or bidding on work for federal government or any state government.



FORM 1: FORM OF SWORN STATEMENT

[Letterhead of each Respondent and Respondent Team Member]

UNITED STATES OF AMERICA)

STATE OF _____) SS

CITY OF _____)

[Name of Representative], of legal age, married (or single), and a resident of _____, _____, in his (her) capacity as _____ of [Name of Respondent] (the "Respondent"), Employer Identification Number _____, being duly sworn, deposes and certifies that, as of the date of this Sworn Statement¹:

1. The principal office of the Respondent is located at _____.
2. The Respondent [has filed all] [has not had to file any] income tax returns with the Department of the Treasury of the Government of Puerto Rico during the past five years.
3. The Respondent does not have any Tax Debts with the Government of Puerto Rico, nor any of its instrumentalities or political subdivisions. The term "Tax Debt" means any debt for (i) income taxes, (ii) sales and use taxes, (iii) excise taxes, (iv) real or personal property taxes, (v) municipal license taxes ("patente"), (vi) special taxes levied, (vii) license rights, (viii) tax withholdings for payment of salaries, professional service fees, interests, dividends, rents or profits, (ix) unemployment or disability insurance premiums, (x) workers compensation payments, or (xi) premiums for social security for chauffeurs.
4. Neither the Respondent nor any of its directors, officers, shareholders, members, 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 of Puerto Rico, 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.²
5. The Respondent understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of Act 458, will also result in the immediate cancellation of any contracts in force at the time of

¹All capitalized terms in this Sworn Statement that are not defined herein are used as defined in the Request for Qualification issued to on September 2017 in relation to the operation and maintenance of the public maritime transportation services within the San Juan Bay and the Municipalities of Vieques and Culebra and the operation of the maintenance base located in Isla Grande, San Juan.

²As required by Article 9 of the Public Private Partnership Act and the provisions of Act No. 237 of August 31, 2004, as amended, Act 84 and Act 458, and the Guidelines adopted by the Secretary of Justice of Puerto Rico in Circular Letter 2009-01.



- conviction, between the undersigned, the corporation, or any special partnership that I may represent, and any government entity, public corporation or municipality.
6. The Respondent makes this sworn statement so that any government entity, public corporation or municipality may have knowledge of what is herewith declared and for any other administrative and/or legal purpose that may be required.
 7. That neither the undersigned, nor the institution have been convicted, nor have pleaded guilty at a state or federal court in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Article 3 of Act 458 of December 29, 2000, as amended, which prohibits the grant of bids or government contracts to those convicted of fraud, misapplication or misappropriation of public funds for the past 20 years. That I recognize that crimes in above mentioned law are: aggravated illegal appropriation, in all its forms; extortion; construction fraud; construction fraud in carrying out work; fraud in the delivery of goods; unlawful and unwarranted intervention in bid contracting processes or in the operations of the Government; bribery in all its forms; aggravated bribery; offering bribes; undue or unlawful influence; offences against public funds; preparation of false documents; submitting false documents; falsifying documents; possession and transfer of forged document.
 8. The Respondent subscribes this sworn statement in conformity with what is established in Article 6 and 7 of Act 458 of December 29, 2000 (the "Act"), as amended.
 9. Should the Respondent have been convicted of any of the crimes described in the eight paragraph, The Respondent must disclose the crime of which I was convicted, or to the extent applicable, the crime for which the corporation, partnership, or cooperative the Respondent represent was convicted. In addition, information as to the jurisdiction were the crime(s) was committed, as well as the year and the number of the case should be provided.
 10. The Respondent understands and accept that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned, the corporation, or any partnership that I may represent, and any government entity, public corporation or municipality. (If the information was affirmative, the crimes which the person was been found or pleaded guilty must be specified)
 11. That neither the signer, nor the institution that the Respondent may represent has been convicted, nor has pleaded guilty of crimes in the federal jurisdiction, or in the jurisdiction of any state or territory of the United States of America or any other country, for crimes whose elements are equivalent to those enumerated in Article 3 of the aforementioned Law.
 12. The undersigned, or the institution that the Respondent may represent, _____ is or _____ is not (mark one of the previous) under investigation in any legislative process, judicial or administrative proceeding, whether in Puerto Rico, the United States of America or any other country, to participate in the award or grant of any auction or contract, respectively.
 13. That the undersigned, or the institution that the Respondent represents, are familiar with the provisions of Act 84 of June 18, 2002, as amended, and commit to comply with the provisions of Act 84 of June 18, 2002, as amended, also known as the "Code of Ethics for contractors Suppliers of goods and services and applicants for economics incentives of the executive agencies of the Government of Puerto Rico".
 14. That the Respondent makes this sworn statement solely so that any government entity, public corporation or municipality may have knowledge of what is herewith as may be required by Act 2 or applicable law as of this date.



In _____, _____, this ____ day of _____, _____.

[RESPONDENT]

By: _____

Sworn and subscribed to before me by _____, of the above stated personal circumstances, in his (her) capacity as _____ of _____, who is personally known to me.

In _____, _____, this ____ day of _____, _____.

NOTARY PUBLIC



FORM 2: FORM OF RESPONDENT CERTIFICATION

[Letterhead of each Respondent and Respondent Team Member]

Puerto Rico Fiscal Agency and Financial Advisory Authority
Request for Qualifications –PRASA Advisory Services (the “Services”)

Dear Mr.[XXXX],

We have carefully reviewed, fully understand and have no reservation to the Request for Qualifications for the Services, dated [●], 2017 (“RFQ”) issued by the Puerto Rico Fiscal Agency and Financial Advisory Authority (the “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 [REFERENCE TO SPECIFIC SECTIONS OF THE RFQ] of the RFQ.

We certify that the information contained in the attached Statement of Qualifications is truthful and that all accompanying documents are true copies of their respective originals. 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.

We further certify that no officer or employee of the Authority or any other public agency of the Government 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 or any other public agency of the Government 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 this submittal 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, 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 the Government of Puerto Rico and the terms of the RFQ.

Yours faithfully,

*[Insert appropriate signature block for signature by a person
duly authorized to bind the Respondent or Team Member]*



FORM 3: FORM OF CERTIFICATION REGARDING LOBBYING

[RESERVED]



FORM 4: CERTIFICATION**Respondent Team:** _____**Name of Team****Member:** _____

1. Has the Respondent or the Team Member, as applicable, or any affiliate* or any current officer, director or employee thereof, been indicted or convicted of fraud, bribery, collusion, conspiracy, antitrust, or other fraud or contract-related crimes or violations or any other felony or serious misdemeanor, or had its professional license suspended or revoked, or been subjected to disciplinary proceedings, within the past ten years?

Yes

No

If yes, please explain:

2. Has the Respondent or the Team Member, as applicable, or any affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes

No

If yes, please explain:

3. Has the Respondent or the Team Member, as applicable, or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years, or is the Respondent or the Team Member, as applicable, or any affiliate currently under investigation, review or examination for such disqualification, removal, debarment or suspension or currently under disqualification, removal, debarment or suspension?

Yes

No

If yes, please explain:

4. Has the Respondent or the Team Member, as applicable, or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

Yes

No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.



5. Has the Respondent or the Team Member, as applicable, or any affiliate ever been found in default of any federal, state or local government agency contract within the past ten years, or is the Respondent or the Team Member, as applicable, or any affiliate currently under any notice of default or intent to default on any such contract?

Yes

No

If yes, please explain:

6. To the knowledge of the undersigned, has the Respondent, the Team Member, or any affiliate thereof, as applicable, been involved in repeated or multiple failures to comply with safety rules, regulations or requirements with respect to any construction project performed or managed by the Respondent, the Team Member, or any affiliate thereof, within the past ten years?

Yes

No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

7. Has the Respondent or the Team Member, as applicable, or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, any applicable Puerto Rico governmental agency or any similar governmental agency in another state, province or country) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar law of Puerto Rico or another state, province or country?

Yes

No

If yes, please explain:

8. Has the Respondent or the Team Member, as applicable, or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Puerto Rico Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes

No

If yes, please explain:

9. Has the Respondent or the Team Member, as applicable, or any affiliate, or any officer, director or employee thereof, been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract,



within the last four years, or is the Respondent or the Team Member, as applicable, or any affiliate, or any officer, director or employee thereof, currently under investigation by any governmental agency for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract?

Yes No

If yes, please explain:

10. Does the Respondent or the Team Member, as applicable, or any affiliate have any outstanding, delinquent obligations to the Government of Puerto Rico, including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Respondent or the Team Member, as applicable, or affiliate that is owed to the Government of Puerto Rico?

Yes No

If yes, please explain:

11. Has the Respondent or the Team Member, as applicable, or any affiliate, under separate contract with the Authority, made any recommendations to the Authority concerning the need for the services described in the SOQ or the specifications for the services described in the SOQ (excluding recommendations given at any industry forum(s) or one-on-one meetings hosted by the Authority or the Government prior to the issuance of the RFQ)?

Yes No

If yes, please explain:

12. With respect to each of Questions 1-9 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the Respondent or the Team Member, as applicable, that could result in the Respondent or the Team Member, as applicable, being found liable, guilty or in violation of the matters referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-9 above.

-
- * The term "affiliate" includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Respondent or the Team Member, as applicable, as a joint venture or partner and not to activities of other joint ventures or partners not involving the Respondent or the Team Member, as applicable), and other financially liable or responsible parties for the entity, that (i) within the past five years have engaged in business or



investment in North America or (ii) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management or maintenance of any project listed by a Respondent in response to the requirements of Appendix 1, Part C of the RFQ.

Under penalty of perjury, I certify that (i) the foregoing is true and correct, (ii) to the best of my knowledge, the information given in response to the RFQ is full, complete and truthful and (iii) I am the official representative. I acknowledge, agree and authorize (and certify that the Respondent or the Team Member, as applicable, acknowledges, agrees and authorizes) that the Authority may, by means it deems appropriate, determine the accuracy and truth of the information provided by the Respondent or the Team Member, as applicable, and contact any individual or entity named in the SOQ for the purpose of verifying the information supplied therein. I acknowledge and agree that all of the information contained in the SOQ is submitted for the express purpose of inducing the Authority to short-list proposers and to award a contract.

A material false statement or omission made in conjunction with this response is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this response thereby precluding the Respondent or the Team Member, as applicable, from doing business with, or performing work for, the Government or the Authority. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the United States, including but not limited to 18 Pa. C.S. § 4904 (relating to an unsworn falsification to authorities) and 18 U.S.C. §§ 1001 or 1341.

By: _____

Print Name: _____

Title: _____

Date: _____

Sworn and subscribed before me

this ____ day of _____, 2017.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

