



GOVERNMENT OF PUERTO RICO
Puerto Rico Fiscal Agency and Financial
Advisory Authority

**PENSION REFORM:
REQUEST OF QUALIFICATION FOR RETIREMENT
PLANS CONSULTING.**

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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”), Which 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.

In addition, pursuant to Act 106-2017 (“Act 106”), the Authority has been tasked with the creation of a new Government defined contribution retirement plan (the “New Plan”) and the management and administration of several existing Government retirement plans (the “Existing Plans”, and, together with the New Plan, the “Plans”) covering approximately over 150,000 active participants and approximately 150,000 retirees.

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 and Act 106, as they relate to its role as fiscal agent, financial advisor, reporting agent for the Government and as the Government entity in charge of the administration and management of the Plans. The Authority is seeking submissions from entities interested in providing the Services described in Section 2 of this RFQ in connection with the Plans.

Prospective Respondents should review carefully Act 2 and Act 106 (which are available for download on the Authority’s website: <http://www.aafaf.pr.gov>). 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 Maria Isabel Santiago Ramos, or any other person designated by the Authority, 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 January 8, 2018.
- “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: APPLICABILITY OF THIS SECTION TO BE DISCUSSED]

- 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 process 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 Maria.I.Santiago@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 OFF SERVICES REQUESTED



SECTION 2 – SCOPE OF SERVICES REQUESTED

2.1 SCOPE OF SERVICES REQUESTED

This Request for Qualifications (“RFQ”) will serve as the initial phase of a process that will enable the Authority to select a Preferred Proponent to offer consulting services in connection with (1) all aspects of the creation of the New Defined Contribution Plan and (2) the operation and administration of the Existing Plans (Collectively, the “Services”).

The purpose of this RFQ is to solicit qualifications from individuals, firms, or consultant organizations that could prepare a Request for Proposal to select a Service Provider relating to the Services mentioned above. Key expected elements of the process will include:

- Distribute a data request to the Puerto Rico Employees Retirement System, Judiciary Retirement System and the Teachers Retirement System in order to collect data and conduct a due diligence process.
- Define requirements and selection criteria that must be clearly specified in order to ensure that all bidders understand the scope of the work they are to deliver regarding the Services.
- Assist the Authority in establishing the appropriate selection criteria in order to meet its objectives.
- Discuss market trends.
- Identify Potential Service Providers that will be appropriate for the Authority’s objectives.
- Develop Request of Proposal and release it to the Service Providers identified.
- Provide analysis of the received proposals, including capabilities related to the administration of the Existing Plans and the New Defined Contribution Plan.
- Provide comparisons of fees and performance standards for the Services; assist the Authority in completing a scorecard to evaluate Service Providers.
- Facilitate and participate in site visits or finals presentations.
- Facilitate the Authority’s decision-making process leading to a recommendation for the selection of providers for the Services.
- Develop a negotiation strategy and provide support to initiate and/or conduct negotiations with the preferred Service Provider(s).
- Assist in any task needed by the Authority regarding any of the above matters.



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 process set forth herein. SOQs shall be submitted exclusively in English 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. 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 and Part B, but page limits for individual components of may apply as specified in Appendix 1. Part A and Part B shall have all pages sequentially numbered. Part A and Part B shall not exceed 40 pages.

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 Section 3.1 and 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 – Retirement Plans Consulting Services
E-mail: Maria.I.Santiago@aafaf.pr.gov

Authorization for Further Investigation

The Contractor authorizes the Authority 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 Contractor 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 process 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 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 Section 3.1. 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 labelled as follows:

Puerto Rico Fiscal Agency and Financial Advisory Authority



RFQ for Retirement Plans Consulting 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 3.3. 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.
- The Authority reserves the right to continue with the selection process if only one SOQ is submitted.

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 PROCESS



SECTION 4 – EVALUATION PROCESS

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 PROCESS

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 process for these SOQ submissions will consist of the process set forth in this Section 4.

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. 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 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.

Each Respondent SOQ passing meeting the 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.



APPENDICES



Appendix 1 SOQ FORMAT

Responses must be prepared and submitted in the format set out in Section 3.1 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	
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, 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:</p> <ul style="list-style-type: none"> (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 process 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.) <p>Project description (5 pages maximum)</p> <p>Each Respondent must submit a detailed description of the proposed project timeline including specific information regarding the capabilities of such Respondent to address the Services requested in this RFQ.</p>	



