

DRAFT

REQUEST FOR PROPOSALS

Contract for the
**UPR SCHOLARSHIP GOVERNMENT
ENDOWMENT FUND TRUSTEE AND
ADMINISTRATION SERVICES**

RFP Deadline: **April 16, 2020**

www.aafaf.pr.gov
April 6, 2020



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

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REQUEST FOR PROPOSALS

Pursuant to Act No. 2-2017 (the “**Organic Act**”), the Puerto Rico Fiscal Agency and Financial Advisory Authority (the “**Authority**”) acts as the Government of Puerto Rico’s, and its component units, including the University of Puerto Rico (“**UPR**”), fiscal agent and financial advisor, and as such is responsible to coordinate the sustainable use of public resources while presenting an integrated view of their capital needs. The **Authority** is seeking to obtain proposals from dully qualified firms to provide trustee and administrator services, as defined below (hereinafter collectively referred to as the “**Services**”) with respect to certain Scholarship Endowment Trust Fund (the “**Fund**”) to be created for the benefit of the **UPR**’s students. The **Authority** is issuing this request for proposals (“**RFP**”) to contract professional services to assist the **Authority** in fulfilling the ministerial duties imposed by the **Organic Act** towards the Government of Puerto Rico’s agencies, instrumentalities, subdivisions, public corporations and/or municipalities (hereinafter collectively referred to as the “**Government**”). Only firms that meet all **Government** requirements to legally perform works inside the jurisdiction of Puerto Rico should respond to this **RFP**.

The proponent selected under this **RFP** (the “**Selected Proponent**”) will be required to be free of any real or perceived conflict of interest.

RFP Due Date: Thursday, April 16, 2020 at 05:00 P.M. (PR Time)

Please submit one (1) electronic copy

via email to the following
address:
rfpsf@aafaf.pr.gov

Please refrain from submitting general marketing materials that do not explicitly respond to the content and questions contained in this RFP.



INTRODUCTION

1.1 Puerto Rico Fiscal Agency and Financial Advisory Authority

The **Authority** is an independent public corporation and governmental instrumentality with separate legal existence, fiscal and administrative autonomy, and independence from the Government of Puerto Rico. The **Authority** was created for the purpose of acting as fiscal agent, financial advisor and reporting agent of the **Government**, and to assist the **Government** in confronting the grave fiscal and economic emergency that Puerto Rico is currently experiencing. The Authority has assumed the majority of the fiscal agency and financial advisory responsibilities that were previously held by the Government Development Bank for Puerto Rico (“**GDB**”).

The Authority’s capacities include, among other things, sole responsibility to renegotiate, restructure and/or reach agreements with creditors on all or part of the public debt or any other debt issued by any governmental entity. The **Authority** also has authority to monitor compliance with the budget certification and tax plans approved under the Puerto Rico Oversight, Management and Economic Stability Act of 2016, Public Law 114-187 (“**PROMESA**”) and to review matters such as, but not limited to, contracts, transactions and regulations of agencies and instrumentalities of the Government. The **Authority** has the ability to enter into professional services agreements that are necessary or convenient to assist in the proper execution of its ministerial duties.

As part of its duties, the **Authority** is tasked with implementing the Fiscal Plans duly certified by the Puerto Rico Fiscal Oversight and Management Board (“**FOMB**”), pursuant to **PROMESA**. The last duly certified **Fiscal Plan for the UPR** entertains increases to tuitions payable by the **UPR**’s students. In order to mitigate the potential economic impact that said increases could have for some of the **UPR**’s students, and in order to grant certain scholarships to these students, the last duly certified **Fiscal Plan for the Central Government of Puerto Rico** establishes a **Fund** that will initially be funded through direct appropriations from the Central Government’s General Fund during the course of several fiscal years, to the extent these students meet certain eligibility criteria.

This **RFP** seeks responses from firms capable of delivering the **Services** described in Section 2.1 of this **RFP**. Proponents should demonstrate their capacity to complete the required tasks and develop a productive relationship with the **Authority**.

This **RFP** does not commit the **Authority** to award a contract nor to pay any costs incurred in the preparation of a proposal in response to this request. The **Authority** reserves the right to award contracts to more than one qualified firm, to accept or reject any or all proposals received as a result of this **RFP**, to negotiate with any qualified firm or to modify or cancel the **RFP** in part or in its entirety. See Section 4.1 for further disclaimers and reservation of rights by the **Authority**.



2.0 DESCRIPTION OF THE ENGAGEMENT

2.1 Purpose of RFP; Scope of Work

The **Authority** is seeking proposals from entities to provide the **Services** defined herein. Specifically, the **Services** include, but are not limited to, the following non-exhaustive scope of work:

Fund Administration Services

- a) Support the Government in the establishment of the **Fund** and/or scholarship terms, eligibility and qualifications, including but not limited to: (i) initial and annual review of terms, eligibility and qualification standards, (ii) support the establishment of the **Fund Committee**, (iii) support the development and conduct of the Fund Committee's rules, bylaws and procedures, to the extent applicable.
- b) Administer the application process in conjunction with the **Government** and/or the **Fund Committee**, including but not limited to: (i) provide for both hard copy and online registration procedures, (ii) establish and administer a centralized electronic data room of all applications, (iii) assist in eligibility determinations, to the extent permissible.
- c) Facilitate and support the **Government** and/or the **Fund Committee** in the scholarship selection process, including but not limited to: (i) providing instructions/guidance to scholarship committee members, (ii) assist in scheduling meeting and decision timelines, to the extent permissible, (iii), assist in the applications review process.
- d) Support the **Government** and/or the **Fund Committee** in providing marketing and outreach programs to attract eligible scholarship applicants.
- e) Support the **Government** and/or the **Fund Committee** in providing communication and support services to scholarship recipients throughout their attendance.
- f) Assist the **Government** and/or the **Fund Committee** in additional fund-raising efforts to increase the **Fund's** assets or monies.
- g) Provide reporting on all **Fund** activities to stakeholders, such as, the UPR's students, the UPR, AAFAF, the FOMB and/or the Puerto Rico Legislature.
- h) Oversee financial audit and other oversight activities of the **Fund**
- i) Accept contributions to the **Fund**, subject to any and all applicable restrictions, as established by the **Government** and/or the **Fund Committee** that are applicable to the Fund.
- j) Make the necessary expenditures for the sole purposes established pursuant to the corresponding Trust Indenture and/or the **Government** and/or the **Fund Committee's** established guidelines and regulations applicable to the Fund
- k) Disburse funds to the eligible beneficiaries of the **Fund** pursuant to the **Government** and/or the **Fund Committee's** established guidelines and regulations applicable to the **Fund**.



- l) Retain professional services on behalf of the **Fund** pursuant to the **Government** and/or the **Fund Committee's** established guidelines and regulations applicable to the **Fund**.
- m) Keep and maintain the **Fund's** property separate from any other assets or funds administered by the selected trustee, under the parameters set forth in the corresponding Trust Indenture
- n) Act as a fiduciary in relation to the **Fund's** property and the corresponding Trust Indenture , the Government and/or the **Fund Committee's** established guidelines and regulations and in full compliance with all the applicable legal dispositions, including, but not limited to the Puerto Rico Trust Act, as amended.
- o) Provide any information required by the **Government**, the **UPR**, **AAFAF**, **FOMB**, and relevant stakeholders.
- p) Invest and reinvest the monies contained inside the **Fund** pursuant to the applicable investment policy guidelines. Sell, exchange or otherwise dispose of any of the **Fund's** property in accordance with the instructions set forth by the corresponding Trust Indenture and/or the **Government** and/or **Fund Committee**.
- q) Employ such agents, custodians, and attorneys which the **Fund** deems expedient and pay deem reasonable compensation for their services out of either the principal or income of the **Fund's** property, pursuant to the terms and conditions set forth in the corresponding Trust Indenture.
- r) Set up reserves from principal or income for the purpose of making provisions for any liability or obligation of the **Fund** including, but not limited to, reserves for the payment of all applicable taxes.
- s) Appoint a custodian as set forth in corresponding Trust Indenture, in order to take custody of all or part of the Trust.
- t) Enter into one or more custodial agreements, within the terms & conditions set forth in the corresponding Trust Indenture and/or the **Government** and/or the **Fund Committee**.
- u) Within the terms & conditions set forth in the corresponding Trust Indenture, settle, compromise or submit to arbitration any claims, debts, or damages, due or owing, to or from the Fund, to commence or defend suits or legal proceedings and to represent the Fund in all suits or legal proceeding in any court of law or before any other body or tribunal.
- v) To execute and deliver agreements and any other instruments in writing necessary or appropriate for the settlement or administration of the **Fund's** property.

Trust Services:

- a) Pursuant to the terms & conditions set forth in the corresponding Trust Indenture:
 - i. serve as the Fund's independent trustee, subject to all customary fiduciary duties applicable for endowment funds,



- ii. serve as the day-to-day contact for the Fund's dully appointed investment manager,
- iii. direct the Fund disbursements,.
- iv. enter into the appropriate and necessary contracts, and support the **Government** and/or the **Fund Committee** in providing oversight of and contractual compliance with custodial and investment managements firms,
- v. support the **Government** and/or the **Fund Committee** in the development and enforcement of appropriate Investment & Risk Policies,
- vi. engage and direct the appropriate third-party experts to review and audit the dully appointed investment manager's performance,
- vii. provide periodic reporting of **Fund** activity to the **Government** and/or Fund **Committee**,
- viii. related or incidental relevant tasks, as further defined in the corresponding Trust Indenture.

If you understand other parties should be included in your proposal, you may submit a joint proposal.



3.0 PROPOSAL SUBMISSION

3.1 Submission Requirements

The proposal shall be submitted no later than **April, 16, 2020 at 5:00 P.M . (Puerto Rico Time)** (the “**Proposal Due Date**”). Proposals may be delivered at any time, provided that the proposal is delivered no later than the Proposal Due Date and time. The time of delivery shall be the time set forth in the electronic communication received by the Authority.

Any proposal that is delivered after the Proposal Due Date could be considered late or rejected. The Authority assumes no responsibility for deliveries made or attempted outside of the times specified above, late deliveries or the method of delivery chosen by the proponent.

PROPOSALS SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS AFTER THE PROPOSAL DUE DATE.

The proposal shall be prepared in English. All fees shall be quoted in United States Dollars. The Authority shall not accept any proposal or modification of a proposal delivered by telephonic, electronic or facsimile means, except as provided herein.

The proposal shall be submitted electronically via e-mail to the addresses set forth on the first page of this RFP.

3.1.1 The proposal shall be organized in the following order:

- Cover Letter. The Cover Letter must be no more than one page and must be signed by the authorized contact representative. The Cover Letter must reference this RFP and confirm that all elements of the RFP have been read and understood and that the proponent takes no exception to the materials provided.
- Specific response to Items 3.2-3.7
- Corporate Resolution authorizing the entity representative to submit the proposal
- Non-Collusive Affidavit (Included as Appendix I of this RFP)
- Eligibility Affidavit (Included as Appendix II of this RFP)
- Price Proposal

A proposal from any proponent that fails to pass the Authority’s determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.

3.2 Key Personnel for Required Services and Availability of Resources

3.2.1 Key Personnel

Indicate key personnel who will be assigned to this project and give a brief description of the experience of each (including language skills) and their specific roles under the prospective



Services. Key personnel are defined as those who will be assigned and performing the actual Services or a portion of them. Also indicate the location of the office where work will be performed and specifically whether certain personnel will be used on an “as needed basis”. Proponents will not be permitted to subcontract any part of the Services without the prior written consent of the Authority.

If more than one firm is responding to this RFP, as a team, state the type of arrangement between the firms, the names and addresses of all firms, description of the work that each firm will perform, and the percentage of work to be performed by each. Indicate office locations at which the work will be performed, and information required under Sections 3.2, 3.3 and 3.4.

3.2.2 Availability of Resources

Indicate available resources to be dedicated to the engagement. Available resources are the resources to be allocated to provide the Services. Such support includes qualified person(s) to cover the areas of expertise necessary to perform the services or such other support anticipated to be required during the term of the engagement.

3.3 Qualifications and Experience

Proponents are required to demonstrate that they possess technical capability and experience to successfully complete the Services. The proponent must show effective and substantive (relative to key objectives) experience in the provision of similar services under consideration.

3.4 Approach to Scope of Work and Timeliness

Include a brief and specific description addressing the following topics (you may use tabular format if it facilitates the organization of the information):

- How would you approach the Services included in the Scope of Work set forth in this RFP? What particular approach sets your firm/team apart?
- Provide information that will indicate the firm’s/team’s ability to respond quickly to task assignments, be able to handle multiple tasks concurrently and be able to complete tasks on accelerated schedules.
- Submit a preliminary work plan for an efficient start to the Services.
- Why is your firm/team best positioned for this engagement?

3.5 Interviews

Oral interviews will be conducted with proponents to aid in the short-listing of candidates to be selected or to clarify or expand upon specific items included in the proposals.

3.6 Rates / Fee Structure

Provide a full explanation of your pricing structure, as well as sufficient information regarding performance metrics built into this structure. Proponents should try, as much as possible, to provide one overall fixed quote for performing the entire scope contemplated in this letter



(assuming a certain overall time period of engagement). Proponents should also show a breakdown of their fees depending on sections of the engagement or the fees for conducting specific tasks.

3.7 Selection

Proposals will be evaluated by the Authority taking into consideration the following factors:

- Technical capabilities in areas such as fiduciary responsibility, holding and managing public and private funds, financial and investment advice, trust administration and accounting among, others;
- General qualifications (members of the team, experience with similar projects, proven track record as trustee and financial advisor and recordkeeper);
- Approach to the engagement (i.e. initial work plan and services proposal, effective fiduciary compliance department, integration and coordination of the multiple service providers of the fund, organization of team and functions, etc.);
- Timeliness and resources (i.e. capability to establish and administer the trust in an accelerated schedule, and resources to be dedicated to the management and administration of the funds, including accounting, financial advisory and investment management capabilities); and
- Proposed fee and fee structure.

The Evaluation Criteria for this RFP will be as follows:

3.2	Key Personnel for Required Services and Availability of Resources	20%
3.3	Qualifications and Experience	25%
3.4	Approach of Scope of Services	20%
3.5	Interviews	5%
3.6	Rates	30%
	Total	100%

The Authority has appointed an Evaluation Committee to review and evaluate all the proposals submitted in accordance with the RFP.

All proposals, evaluations and the content of any discussions shall be kept strictly confidential throughout the evaluation and award process. Only the Executive Director of the Authority, members of the Board of Directors, members of the Evaluation Committee, consultants, attorneys and employees of the Authority approved by the above and with a legitimate need to know, shall have access to the proposals and the evaluation results. The Evaluation Committee shall obtain technical and legal support from Authority employees, its consultants and attorneys, as needed. The contract shall be granted to the proponent whose proposals is found to be technically sufficient, acceptable and most advantageous to the Authority.

The Evaluation Committee shall first review and determine if each proposal completed all requirements as to format and content. The Authority will only consider proposals from firms/teams that are fully qualified to conduct business in Puerto Rico. Proposals that are not



disqualified will be evaluated as to their the substantive material, *provided however that*, in addition to the rights reserved in Section 4.1 below, the Authority reserves the right to waive any defect or technicality in any proposals received, and modify or postpone or terminate the RFP process in its entirety or with respect to any proponent, at any time, for any reason or no reason.

The Authority, by means of the Evaluation Committee, may request a proponent to clarify a proposal in the event that ambiguities or uncertainties are presented in the proposal or to obtain more information necessary for the Evaluation Committee to make a comprehensive evaluation.

Price is only a factor to be considered and the Authority is not legally bound to award to the lowest priced proposal. The Authority may conduct simultaneous or subsequent negotiations with proponents to determine the final selection of the awardee. The Authority reserves the right to interview key personnel of the proponent before the award of the contract. The Authority reserves the right to conduct discussions with each and every proponent and to request that proponents submit a revised experience and technical proposal and/or price proposal. The Authority shall award the contract to the proponent that submits the most advantageous proposal found to be technically sufficient and acceptable.

The Evaluation Committee shall report its findings to the Executive Director of the Authority, who in turn shall make its recommendations to the Authority's Board of Directors. The Executive Director and the Board of Directors of the Authority may or may not follow the recommendations provided by the Evaluation Committee and the Executive Director, respectively. The Board of Directors may accept the recommendation of the Executive Director, or award the contract to another proponent or proponents, or exercise any of the rights reserved by the Authority.

The Authority's acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

3.8 Further Contract Conditions

The contents of the proposal prepared by the Selected Proponent, with any amendment approved by the Authority, will become part of the agreement that will be executed with such proponent as a result of this RFP process.

The contract will include those clauses required when contracting services similar to those procured under this RFP and those included in contracts with the Government, such as contractual provisions requiring:

- Original certifications evidencing that the proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification, issued by the Department of Treasury.
- Certification of Compliance issued by the Child Support Administration (ASUME). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.



- Sworn statement, signed by the President or chief executive authorized to represent the proponent, indicating that the proponent, its subsidiaries, affiliates and/or parent companies, and their respective shareholders, directors, partners, officers, executives, or principals have neither been convicted nor has probable cause for their arrest been found against any of them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, as a result of any crime constituting fraud, embezzlement or misappropriation of public funds, as provided in Act No. 2 of January 4, 2018, as amended, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
- Certification of Employer Registration and of Debt with Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- No debt Certification and copy of current policy issued by the State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in Puerto Rico.

All certifications must be current, that is, issued within thirty (30) days from the date the Selected Proponent executes the contract with the Authority. If additional documents are required, they will be requested.

The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the agreement. Any disputes must be resolved accordingly. Exclusive venue shall be the courts of Puerto Rico.

Furthermore, Selected Proponent shall:

1. Work with the Authority and any other personnel on all matters that may arise in connection with the engagement as per the terms of this RFP and the contract to be executed between the parties;
2. Assume sole responsibility for the complete effort required to provide the services;



3. Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the Authority; and
4. Comply with applicable federal, state, Commonwealth and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico.

3.9 Schedule

A summary schedule of the major activities associated with the procurement process is presented below, through the completion of this RFP process. The post-proposal schedule may vary from the schedule indicated below. In such case, proponents shall be notified to their email of record.

Date	Activity
April 6, 2020	Issue RFP
April 10, 2020	Last date for submission of questions or requests for clarifications to the RFP
April 16, 2020	Proposals due to the Authority
May 1, 2020**	Complete evaluation of Proposals and Issue notices to Selected Proponents

**Subject to change.

3.10 Communications Protocol

The Authority is committed to a fair, open process for interested parties to receive information about the competitive solicitation process. As such, communications shall be conducted in accordance with this RFP.

No interpretation or clarification of the meaning of any part of the RFP will be made orally by the Authority to any potential proponent. All questions and communications concerning this procurement process must be directed in writing to the Authority, via email (contact person and email address shown below), no later than the date specified in the RFP schedule.

All questions concerning this RFP should be directed ***IN WRITING*** to:

Puerto Rico Fiscal Agency and Financial Advisory Authority
 Attention: Blanca Fernandez, Director of the Office of Financial Advisory
 Re: UPR Scholarship Endowment Fund Trustee Services
blanca.fernandez@aafaf.pr.gov

With copies to: Puerto Rico Fiscal Agency and Financial Advisory Authority
 Attention: Manuel J. Gonzalez, Fiscal Agency Director
 Re: UPR Scholarship Endowment Fund Trustee Services
manuel.gonzalez@aafaf.pr.gov



Where appropriate, responses to formal questions will be distributed by email to all proponents on our record as having received a copy of this RFP. In each case, the Authority will determine whether a response is appropriate or necessary.



4.0 DISCLOSURES

4.1 General Disclosures, Rights, Options and Disclaimers

The issuance of this RFP, submission of a response by any firm/team, and the acceptance of such response by the Authority does not obligate the Authority. Proponent shall only be bound by its proposal for the period of 90 days required in this RFP. Legal obligations will only arise upon the execution of a formal agreement between the Authority and the selected firm/team.

By responding to this RFP, proponents acknowledge and consent to the following conditions relative to the procurement process. The Authority is not bound to accept any proposals if proponents do not meet the Authority's requirements. Without limitation and in addition to other rights reserved by the Authority in this RFP, the Authority reserves and holds, at its sole discretion, the following rights and options:

- To accept or reject any and all submittals, in whole or in part.
- To discuss, with any or all proponents, different or additional terms to those included in this RFP or received in any response.
- To cancel this RFP in whole or in part, at any time, with or without substitution of another RFP if such cancellation is determined to be in the best interest of the Authority.
- To supplement, amend, or otherwise modify this RFP prior to the date of submission of the proposals.
- To receive written questions concerning this RFP from proponents and to provide such questions, and Authority responses, to all proponents that received a copy of the RFP.
- To require additional information from one or more proponents to supplement or clarify the proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each proponent.
- To visit and contact the proponent's client in any of the projects or engagements referenced in the proposals to obtain direct information regarding proponent's performance in such engagements.
- To waive any defect or technicality in any proposals received.
- To eliminate any proponents that submits a nonconforming, non-responsive, incomplete, inadequate or conditional proposal.
- To investigate the technical and financial qualifications of proponents using sources in addition to what was included in the proposals.

All costs and expenses incurred by the proponents in the preparation and delivery of a proposal will be the sole responsibility of the proponents. The Authority will not be liable for any amounts to any proponent in any manner, under any circumstances, including without limitation, as a result of a cancelation of the RFP process. The proponents cannot make any claims whatsoever for reimbursement from the Authority for the costs and expenses associated with the process.

Proponents should submit their best proposals initially, since negotiations may not take place.

The laws of Puerto Rico shall govern this RFP process. Any disputes relating to this RFP must be resolved accordingly. Exclusive venue for a judicial challenge is the Appeals Court of Puerto Rico as provided for by the laws of Puerto Rico.



4.2 Accuracy of RFP and Related Documents

The Authority assumes no responsibility for the completeness, or the accuracy of specified technical and background information presented in this RFP, or otherwise distributed or made available during this RFP process. Without limiting the generality of the foregoing, the Authority will not be bound by or be responsible for any explanation or interpretation of the RFP documents other than those given by it in writing. In no event may a proponent to this RFP rely on any oral statement by the Authority's agents, advisors, or consultants.

4.3 Confidential or Proprietary Information

If a proponent considers that its proposal contains material that is confidential and/or proprietary, the proponent must clearly note or mark each section of material as confidential and/or proprietary. The Authority will determine whether such material meets the requirements for an exemption from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the Authority does not consider such material to meet the requirements for exemption from disclosure, the material will be made available to the public, regardless of the notation or markings. It is the responsibility of proponents to be thoroughly informed and familiar with the requirements of disclosure of public documents.

Furthermore, by responding to this RFP, proponents acknowledge and agree that the Authority will not be responsible or liable in any way for any losses that the proponent may suffer from the disclosure of information or materials to third parties. It is the responsibility of the proponent, as the real party in interest, to object any disclosure and defend any action that may be necessary to protect its confidential information

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NON-COLLUSION AFFIDAVIT

I, _____, of legal age and resident of _____, certify for myself and for my organization _____, under oath and subject to the consequences and penalties or perjury, that to the best of my knowledge and belief:

i. The fees presented in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other proponent or with any competitor for the purpose of restricting competition.

ii. No attempt has been made or will be made by myself or any member of my organization or associates to induce any other person or organization to submit or not to submit a proposal for the Project, or otherwise take any action in restraint of free competitive proposals for the Project.

Proponent Contact Signature

Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by _____, of the personal circumstances set forth above, personally known to me, in _____, Puerto Rico, on this ___ day of _____, 2020.

Notary Public

Note: Providing false information may result in immediate disqualification of proponent criminal prosecution or administrative sanctions.



APPENDIX II

ELIGIBILITY AFFIDAVIT

I, _____ (Proponent Contact), of legal age, civil status: _____, profession: _____ and a resident of _____ (City, State), in my capacity as _____ (officer) of _____ (the "Proponent"), do hereby certify under penalty of perjury, that, except as noted below, the Proponent and Proponent's owners, shareholders, partners, directors, officers, principals and managers ("Proponent's Related Parties"):

- a. are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal court of agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal court or agency within the past three (3) years;
- c. do not have a proposed debarment pending;
- d. will not use any subcontractors who are so debarred;
- e. have not been convicted or plead guilty in federal or state court, for the commission of misappropriation; extortion; construction fraud; fraud in the delivery of goods; undue intervention in public procurement processes; bribery; offer to bribe; undue influence; crimes against public funds; or preparation, presentation, possession or transfer of forged documents. The prohibition set forth herein shall also apply to convictions for other crimes equivalent to those of the above stated crimes;
- f. are not under investigation in federal, state, foreign or local jurisdictions, at any legislative, judicial or administrative level for the alleged commission of the abovementioned crimes; and
- g. I am a duly authorized representative of the Proponent and the Proponent Related Parties, with knowledge and authority to execute this sworn statement.

Exceptions to the above are set forth in an attachment to this Appendix II, providing the name of the initiating agency, number of the complaint, names of all parties and dates of action.

Proponent Contact Signature

Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by _____, of the personal circumstances set forth above, personally known to me, in _____, Puerto Rico, on this ___ day of _____, 2020.

Notary Public

Note: Providing false information may result in immediate disqualification of Proponent criminal prosecution or administrative sanctions.