

REQUEST FOR PROPOSALS

seeking

CARES ACT Financial Management Auditing and Reporting Professional Services

For

The Puerto Rico Fiscal Agency and Financial Advisory Authority

RFP Deadline: Monday, June 1st, 2020

www.aafaf.pr.gov

May 25th, 2020



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

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REQUEST FOR PROPOSALS

The Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF”) is seeking proposals from duly qualified firms to assist AAFAF and the Government of Puerto Rico (“Government”; together with AAFAF, the “Government Parties”) with professional services, as further defined in Section 2.1 of this request for proposals (the “Services”).

This RFP seeks responses from firms capable of delivering the Services as 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 Government Parties

This RFP does not commit nor obligate the Government Parties to award a contract nor to pay any costs incurred in the preparation of a proposal in response to this request. The Government Parties reserve 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 Government Parties.

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: Monday, June 1st, 2020 at 5:00 P.M. (Atlantic Standard Time)

Please submit one (1) electronic copy to the attention of:

Electronic copies via email
rfp@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

AAFAP is an independent public corporation and governmental instrumentality with separate legal existence, fiscal and administrative autonomy, and independence from the Government of Puerto Rico. Pursuant to Act No. 2 of January 18th, 2017 (“**Act No. 2**”), **AAFAP** was created for the purpose of acting as fiscal agent, financial advisor and reporting agent of the Government of Puerto Rico, its agencies, instrumentalities, subdivisions, public corporations and/or municipalities, including *Covered Entities* as defined under the Puerto Rico Oversight, Management and Economic Stability Act of 2016, Public Law No. 114-187 (“**PROMESA**”), and to assist said entities in confronting the grave fiscal and economic emergency that Puerto Rico is currently experiencing. **AAFAP** has assumed the majority of the fiscal agency and financial advisory responsibilities previously performed by the Government Development Bank for Puerto Rico.

In light of **Act No.2**, **AAFAP** is the agency responsible to coordinate the **Government’s** sustainable use of resources, while presenting a global and coordinated view of the **Government’s** capital needs. As such, **AAFAP** has authority to monitor compliance with the budget certifications approved under **PROMESA** and to review matters such as, but not limited to, contracts, transactions and regulations of agencies and instrumentalities of the **Government**. **Act No. 2** authorizes **AAFAP** to enter into professional services agreements that are necessary or convenient to assist in the proper execution of its duties.

1.2 COVID-19 Pandemic and Great Lockdown

The coronavirus disease of 2019 is an infectious viral disease caused by severe acute respiratory syndrome coronavirus 2 (“**COVID-19**”). Since China first alerted the World Health Organization (“**WHO**”) of flu-like cases in its Hubei’s province capital of Wuhan on December 31, 2019, **COVID-19** has spread globally, resulting in an ongoing pandemic and a global humanitarian challenge. As of May 9th, 2020, there were approximately 4 million confirmed cases with around 277,000 confirmed deaths worldwide. As of the same date, in Puerto Rico there were 2,031 confirmed cases and 102 confirmed deaths.

Currently there are no available vaccines nor specific antiviral treatments for **COVID-19**. Hence, in order to protect lives, governments around the world, including the **Government**, have implemented preventive measures to reduce transmission of the infection, such as: staying at home, avoiding crowds, keeping social distancing and constantly practicing overall good hygiene. These preventive measures have included widespread closure of businesses, which in turn has resulted in a significant economic slowdown (“**Great Lockdown**”). According to the International Monetary Fund (“**IMF**”), the **Great Lockdown** will likely cause the worst economic recession since the Great Depression.

1.3 Coronavirus Aid, Relief and Economic Stability Act

In response to the **COVID-19** Pandemic and the **Great Lockdown**, on March 27, 2020, the United States Federal Government enacted the Coronavirus Aid, Relief and Economic Stability Act of 2020, Public Law 116-136 (“**CARES Act**”). This statute contains multiple sources of aid for citizens, businesses, as well as for state and territorial governments. Among the measures included in the **CARES Act** is the creation of the Coronavirus Relief Fund (“**CRF**”). These funds must be distributed by the Department of the Federal Treasury (“**Federal Treasury**”) to the fifty states, Washington DC,



local governments, territories and governments of Native American tribes, according to certain parameters.

In the specific case of the territories, the **CARES Act** established that they would separate \$3 billion from the \$150 billion to be distributed among said territories using the population estimate most recently published by the Census as a basis. The **Federal Treasury**, after making the corresponding distribution based on the estimates of the Federal Census for the year 2019, determined that the **Government** would receive \$2,240,625,863.80 under the **CRF**. In order to receive these funds in a timely manner, the Puerto Rico Department of the Treasury ("**Hacienda**") opened a new bank account at a private financial institution in Puerto Rico.

As part of the creation of the **CRF**, Congress stipulated in Section 5001 of the **CARES Act** that the funds to be distributed would be subject to various limitations, such as:

- They must be used for necessary expenses incurred as part of the emergency caused by **COVID-19**;
- The expenses covered by said funds cannot have been previously budgeted as of March 27, 2020, the date on which the **CARES Act** was enacted; and
- Funds must be incurred between March 1, 2020, and December 30, 2020.

In addition to these three main conditions, the **Federal Treasury** issued guidelines that interpreted these limitations and established additional parameters for the disbursement of these funds. In that sense, the **Federal Treasury** stipulated that the first limitation that Congress imposed refers to the fact that the funds must be used to finance actions taken to respond to the public health emergency caused by **COVID-19**. This includes direct measures, such as medical needs, as well as indirect actions to respond to the situation, such as financial aid to those who have suffered losses due to the mandatory closings caused by **COVID-19**.

However, the guidelines of the **Federal Treasury** expressly state that **CRF** funds cannot be used to cover loss of income of government entities. Nor can these **CRF** funds be used to cover other ineligible expenses under **CARES Act**. It is clear then that by statutory provision, the funds received by Puerto Rico as part of the **CRF** are not unrestricted.

Regarding the term "*necessary*", the **Federal Treasury** stated in its guidelines that it would be interpreting it broadly, as long as the expense to be incurred is reasonably necessary according to the reasonable judgment of the government official in charge of the disbursements.

Regarding the second requirement, the **Federal Treasury** mentioned that the requirement of not having been budgeted as of March 27, 2020 is met, as long as the expense cannot be legally financed with a budgeted item, or, the expense is for a matter substantially different from any budgeted item. The concept of "most recently approved budget" refers to the approved budget for the fiscal year, without taking into account special allocations or budget reallocations approved in response to the **COVID-19** Pandemic. It is important to mention that the **Federal Treasury** makes it clear that an expense will not be considered to have been budgeted merely because it can be covered through an emergency fund or reserve account.

Finally, regarding the requirement to incur costs on or before December 30, 2020, the **Federal Treasury** establishes that the cost will be considered "*incurred*" when the funds to cover it have been



spent by the government. In accordance with our law, we can conclude that this refers to the fact that the funds have been disbursed.

On the other hand, the **Federal Treasury** decided that funds from the **CRF** may not be used for the following, among other things:

- Expenses for the State share of Medicaid;
- Damages covered by insurance;
- Payroll or benefits expenses for employees whose jobs are not substantially dedicated to mitigating or responding to the **COVID-19** Pandemic;
- Expenses that have been, or will be, reimbursed by any other federal program, including others established in the **CARES Act** itself;
- Reimbursement to donors for donations of goods or services;
- Employee bonuses, except overtime or “*hazard pay*”;
- Severance pay;
- Legal settlements.

Furthermore, these guides establish several examples of eligible uses. Among these the following stand out:

- **COVID-19** related medical expenses;
- Expenses associated with public health issues related to **COVID-19**;
- Payroll expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the **COVID-19** public health emergency;
- Expenses aimed at facilitating compliance with public health measures to respond to the **COVID-19** emergency;
- Expenses associated with financial assistance to deal with situations caused by the **COVID-19** emergency (“*business interruption*”);
- Any other expense reasonably necessary to exercise eligible government actions.

On May 15, 2020, Hon. Governor Wanda Vázquez Garced signed Executive Order Num. OE-2020-040 that adopted the Strategic Disbursement Plan (“**Strategic Disbursement Plan**”), for the use of the allocation of the **CRF** to the **Government**. Said plan addresses both government needs (mainly associated with attending to the public health emergency and continuing government operations) and those of the private sector, which has been severely affected by interruption of operations. For specific details regarding the **Strategic Disbursement Plan**, please follow this link: <http://www.aafaf.pr.gov/assets/strategic-disbursement-plan-crf.pdf>



The Strategic Disbursement Plan created the Disbursement Oversight Committee (“Committee”) to monitor the expeditious processing of CRF disbursements while ensuring adherence with the strictest standards, as detailed therein, The Committee shall be composed of the Executive Director of AAFAF, who shall be its chairman, the Secretary of the Puerto Rico Department of the Treasury, and the Director of the Office of Management and Budget (“OGP”). The Committee shall work in coordination with the agencies listed in this plan as leaders for each measure and/or program (“Lead Agencies”).

Among the responsibilities of the Committee stated in the Strategic Disbursement Plan, the current proposal is pertinent to the following:

- Establish strict controls to ensure that all expenses and disbursements comply with the requirements and conditions established in the CARES act and in regulations and guidelines issued by the U.S. Treasury Department;
- Establish procedures to ensure adequate documentation of all disbursements;
- Monitor all disbursements;

2.0 DESCRIPTION OF THE ENGAGEMENT

2.1 Purpose of RFP; Scope of Work

For each program described on the Strategic Disbursement Plan and to comply with the Committee’s internal responsibilities as stated in the Strategic Disbursement Plan, The **Government Parties** are seeking proposals from firms to provide Financial Management, Auditing and Reporting Professional **Services** under the Cares Act, the CRF, and meeting requirements and standards as outlined by the Office of Management and Budget, 2 CFR Chapter II, Parts 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as described below:

Scope of the Work

- Financial Management and Auditing governance and organizational assistance,
- Monitoring of program processes, procedures and controls,
- Auditing, including CRF recipients’ use of funds as well as program compliance with CRF requirements recordkeeping, monitoring, auditing and reporting duties,
- Reporting and Monitoring,
- Close out services and final audit reports,
- Incidental or related matters.

PROPOSAL SUBMISSION

3.1 Submission Requirements



All proposals must meet the requirements stated in this **RFP**. The proposal shall be submitted no later than **Monday, June, 1st, 2020 at 5:00 PM, Atlantic Standard Time (“Proposal Due Date”)**. Proposals may be delivered at any time, provided that the proposal is delivered no later than the **Proposal Due Date**. The time of delivery shall be the time set forth in the electronic communication received by the **Government Parties**.

Any proposal that is delivered after the **Proposal Due Date** shall be considered late, rejected and returned unopened to the proponent. The **Government Parties** assume 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 SIXTY (60) DAYS AFTER THE PROPOSAL DUE DATE.

The proposal shall be prepared in English. All prices shall be quoted in United States dollars. The **Government Parties** 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 responses to Items addressed in Sections 2.1, 3.2, 3.3, and 3.4 of this **RFP**.
- Non-Collusive Affidavit (Included as *Appendix I* of this **RFP**)
- Eligibility Affidavit (Included as *Appendix II* of this **RFP**)
- Price Proposal

The proposal from any proponent that fails to pass the Government Parties’ 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 express consent of the **Government Parties**.



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 all technical and technological capabilities that allow the proper and successful execution of the **Services**. The proponent must show effective and substantive experience (relative to proposed Scope of Work) in the provision of similar services under consideration under this **RFP**. Proponents must have the skillset to apply the requirements and standards as outlined by the Office of Management and Budget, 2 CFR Chapter II, Parts 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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 with the **Services**.
- Why is your firm/team best positioned for this engagement?

3.5 Interviews

Oral interviews may 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. Proponents should try, to the extent possible, to provide one overall fixed quote or estimate for performing the entire scope contemplated in this letter (assuming a certain overall time period of engagement, no less than one year).

3.7 Selection

Proposals will be evaluated by the **Government Parties** taking into consideration the following factors:

- Expertise and general qualifications (members of the team, experience with similar projects, proven track record);



- Technological and technical capabilities;
- Previous experience in similar engagements;
- Approach to the engagement;
- Timeliness and resources; and
- Proposed fee and fee structure.

The **Government Parties** have appointed an evaluation committee (“**Evaluation Committee**”) to review and evaluate all of the proposals submitted in accordance with the **RFP**. The **Evaluation Committee** shall first review and determine if each proposal completed all requirements as to format and content. The **Government Parties** will only consider proposals from firms that are duly registered to conduct business in Puerto Rico. Proposals that are not disqualified will be evaluated as to the substantive material, *provided however that*, in addition to the rights reserved in Section 4.1 below, the **Government Parties** reserve 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 **Government Parties**, 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. The **Evaluation Committee** shall report its findings and make its recommendations to the **Government Parties**. The **Government Parties**, however, may accept the recommendation of the **Evaluation Committee**, award the contract to another proponent or proponents, or exercise any of the rights reserved by the **Government Parties**. The **Government Parties’** acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

Cost of the service is only one of the criteria to be considered and the **Government Parties** are not legally bound to award to the lowest priced proposal. The **Government Parties** may enter into simultaneous or subsequent negotiations with proponents to determine the final selection of the awardee. The **Government Parties** reserve the right to interview key personnel of the proponent before the award of the contract. The **Government Parties** reserve 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 **Government Parties** shall award the contract to the proponent that submits the most advantageous proposal found to be technically sufficient and acceptable.

3.8 Further Contract Conditions

The contents of the proposal prepared by the Selected Proponent, with any amendment approved by the **Government Parties**, 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, 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 in 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 Government Parties.



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.

The Government Parties shall reserve the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given at least thirty (30) days prior to such proposed termination date.

Furthermore, Selected Proponent shall:

1. Work with the Government Parties 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 Government Parties; 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
June 1 st , 2020	Last date for submission of questions or requests for clarifications to the RFP
June 1 st , 2020	Proposals due to the Authority
June 5 th , 2020**	Evaluation of Proposals and notices to selected Respondents

**This date might be subject to change.

3.10 Communications Protocol

The **Government Parties** are 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 **Government Parties** to any potential proponent. All questions and communications concerning this

procurement process must be directed in writing to the **Government Parties**, 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: **Manuel J. Gonzalez, Esq.**
Fiscal Agency Director

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 **Government Parties** 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 **Government Parties** does not obligate the **Government Parties**. Proponent shall only be bound by its proposal for the period of 60 days required in this **RFP**. Legal obligations will only arise upon the execution of a formal agreement between the **Government Parties** and the selected firm/team.

By responding to this **RFP**, proponents acknowledge and consent to the following conditions relative to the procurement process. The **Government Parties** are not bound to accept any proposals if proponents do not meet the **Government Parties'** requirements. Without limitation and in addition to other rights reserved by the **Government Parties** in this **RFP**, the **Government Parties** reserve and hold, at their 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 **Government Parties**.
- 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 **Government Parties** responses, to all **Proponents** that received a copy of the **RFP**.
- To require additional information from one or more Respondents to supplement or clarify the proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each Respondent.
- 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 **Government Parties** 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 **Government Parties** 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 **Government Parties** assume 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 **Government Parties** 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 **Government Parties'** agents, advisors, or consultants.

4.3 Confidential or Proprietary Information

One copy of each proposal will be retained for the **Government Parties'** files and will not be returned. 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 **Government Parties** 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 **Government Parties** do 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 **Government Parties** 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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APPENDIX I

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 prices 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.