



# REQUEST FOR PROPOSALS

seeking

## GRANT ADMINISTRATOR SERVICES FOR THE DIGITAL CAPACITY PROGRAM

for

### The Puerto Rico Broadband Program of the Puerto Rico Office of Management and Budget

**RFP Issuance Date: February 10, 2025**

**RFP Deadline: April 4, 2025**

**RFP Number: PRBP-2025-DCP-001**

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**Addendum Log:**

**1 ) Addendum No. 1 – Issued: February 28, 2025**

- Amendment: Section 4.1 of the Request for Proposal (RFP) has been updated to extend the deadline for submitting questions.
- Previous Deadline: February 28, 2025
- Revised Deadline: March 7, 2025

**2 ) Addendum No. 2 – Issued: March 14, 2025**

- Amendment: Section 3.1 of the Request for Proposal (RFP) has been updated to extend the deadline for submitting proposals.
- Previous Deadline: March 28, 2025
- Revised Deadline: April 4, 2025

## REQUEST FOR PROPOSALS

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The Puerto Rico Broadband Program (“PRPB”), of the Puerto Rico Office of Management and Budget (“PR-OMB”), as defined hereunder in **Section 1.3** and **Section 1.1**, respectively, issues this Request for Proposals (“RFP”) to obtain proposals from duly competent firms that can provide PRPB and/or the Government of Puerto Rico (“GPR”; together with PR-OMB, the “Government Parties”) the services defined in **Section 2.2** of this RFP (the “Grant Administrator Services”). This RFP seeks responses from duly competent firms (“Respondents”) capable of providing the Grant Administrator Services and completing the related tasks described hereunder, while developing a productive relationship with the Government Parties and relevant stakeholders.

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 response and/or proposal in connection to this RFP. The Government Parties reserves the right to award contracts to more than one qualified firm(s), to accept or reject any or all proposals received as a result of this RFP, to negotiate with any eligible Respondent or to modify or cancel this RFP in part or in its entirety. See **Section 6** of this RFP for further reservation of rights by the Government Parties (jointly, the “Disclaimers”).

Respondent(s) selected under this RFP (“Selected Respondent”) will be required to be free of any real or perceived conflict of interest as defined herein and/or under the applicable laws and regulations of the GPR and/or those issued by the United States Federal Government, its agencies, instrumentalities and/or component units (“US Government”), to the extent applicable.

By submitting a proposal each Respondent certifies that it fully understands, acknowledges, and accepts all the terms and conditions of this RFP, and any amendments thereto, without any restriction whatsoever.

All Respondents must comply with the procurement requirements set forth by the GPR, including those levied by the Puerto Rico General Services Administration (“ASG”, for its Spanish acronym) pursuant to Act No. 73-2019, as amended, including but not limited those specified in **Section 4.5** of this RFP.

**RFP Due Date: April 4, 2025, at 11:59 PM (Eastern Standard Time<sup>1</sup>)**

**Please submit one (1) electronic copy through the Smart Island Portal:**

[smartisland@pr.gov](mailto:smartisland@pr.gov)

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

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<sup>1</sup> Taking into consideration Daylight Savings Time.

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# 1 INTRODUCTION

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## 1.1 The Puerto Rico Office of Management and Budget

PR-OMB is an instrumentality of the GPR, adjunct to the Office of the Governor of Puerto Rico (“Governor”), created pursuant to Act No. 147-1980, as amended (“Enabling Act”). PR-OMB was created to advise the Governor and the GPR on budgetary, programmatic, and administrative management matters, as well as fiscal matters related to its ministerial duties, among other things.

Pursuant to the Enabling Act, PR-OMB has several powers, such as: those related to the GPR’s budget formulation; those related to said budget’s administration, execution, and controls; those related to evaluation of the managerial and programmatic analysis; those related to operational, managerial, or administrative audits; along incidental matters. Furthermore, article 2(b) of the Enabling Act empowers PR-OMB’s Director to contract professional, technical, consulting, auditing, and other services deemed necessary for the execution of PR-OMB’s ministerial duties.

## 1.2 The Contracting Executive Order

On April 27, 2021, the Governor issued Executive Order No. OE-2021-029 (“Contracting Executive Order”), which requires the GPR’s agencies, instrumentalities, public corporations, and other component units of the Executive Branch (collectively, the “Component Units”), to perform open, competitive, and public contracting process for contracts with a value above TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), including any amendments thereto, during the same fiscal year. This requirement applies to contracts funded completely or partially funded with federal funds if this requirement is not inconsistent with applicable US Government regulations. Afterwards, on June 7, 2021, PR-OMB issued Circular Letter No. 013-2021, establishing uniform guidelines to comply with the Contracting Executive Order.

## 1.3 PRPB and the GPR-Five-Year Action Plan

On July 11, 2022, the Governor issued Executive Order No. OE-2022-040 (“Broadband Executive Order”), creating the PRBP in response to Puerto Rico’s need for resilient and deployment of broadband infrastructure along the support required to access it knowledgeably and safely. PRBP’s main purpose is to coordinate, authorize, and execute the disbursement of local and federal funds allocated to Puerto Rico for the construction of broadband infrastructure on the Island, among other things. Pursuant to the Broadband Executive Order, PR-OMB enacted Administrative Order No. 005-2022 to establish the PRBP, attached to PR-OMB, as well as to provide for the operationalization of the Executive Committee and the Advisory Council created thereunder.

The Broadband Executive Order instructed PR-OMB to create a Strategic Plan for the PRBP (the “GPR-Five Action Plan”), to ensure that these funds are used within the terms established to do so, ensure the prompt construction of necessary broadband infrastructure in Puerto Rico, and establish

necessary controls to ensure the funds are used pursuant to applicable regulations. On August 12, 2023, the GPR-Five-Year Action Plan was published<sup>2</sup>.

## 1.4 The BEAD Program & the Digital Capacity Program

Furthermore, the GPR-Five Year Action Plan is a requirement of the US Government's National Telecommunications and Information Administration ("NTIA")<sup>3</sup>, for funds allocated under the Broadband Equity, Access, and Deployment Program ("BEAD Program") as authorized under the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58 (the "Infrastructure Act"). Funding available under the BEAD Program is mainly geared towards accelerating the expansion and adoption of digital technologies, particularly broadband infrastructure, to enhance connectivity .

The Infrastructure Act also appropriated funds to be awarded by the Assistant Secretary of Commerce for Communications and Information to promote certain activities through the following programs (jointly, the "Digital Capacity Program"):

- **Planning Grant Program:** the first step of the Digital Capacity Program was the creation of a detailed Digital Capacity Plans; for these purposes, said program allocates resources to help scale digital literacy programs (the "Planning Grant Program") for: (i) individuals who live in covered households; (ii) aging individuals; (iii) incarcerated individuals; (iv) veterans; (v) individuals with disabilities; (vi) individuals with a language barrier; (vii) individuals of certain groups; and (viii) individuals who primarily reside in rural areas (collectively, the "Covered Population"). The PRBP issued the Digital Capacity Plan for the GPR (the "GPR-Digital Capacity Plan"). Digital Capacity Plans identify hurdles to provide digital connectivity to the Covered Populations and includes measurable objectives to promote: (i) the availability and affordability of access to broadband technology; (ii) online accessibility of public resources and services; (iii) digital literacy; (iv) awareness of online privacy and cybersecurity; and (v) the availability and affordability of consumer devices and technical support for those devices.
- **Capacity Grant Program:** provides funding for the implementation of the Digital Capacity Plans developed pursuant to the Planning Grant Program (the "Capacity Grant Program").
- **Competitive Grant Program:** provides funding for initiatives that ensure communities can access and skills needed to participate in the digital world. . Before moving ahead with the covered populations of said programs, the PRBP will be working on digital literacy programs

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<sup>2</sup> [docs.pr.gov/files/Broadband/Documentos/PRBB%20-%205YR%20Action%20Plan%20-%2008-12-2023.pdf](https://docs.pr.gov/files/Broadband/Documentos/PRBB%20-%205YR%20Action%20Plan%20-%2008-12-2023.pdf)

<sup>3</sup> NTIA is an agency of the US Government's Department of Commerce ("Department of Commerce"), created pursuant to the National Telecommunications and Information Administration Organization Act of 1992, Pub. L. 102-538. The NTIA that serves as the U.S. President's principal advisor on telecommunications policies pertaining to the United States economic and technological advancement and the regulation of the telecommunications industry.

for citizens, considering that it is important to be able to educated different industries within the workforce in digital literacy so that they can be trained in their respective industries for endeavors related to digital programs, devices and information relevant to their tasks.

Collaboration and coordination between the implementation of the Digital Capacity Plan and its corresponding Five-Year Action Plan under the BEAD Program are essential to maximize the impact of both initiatives, thereby ensuring that the resources devoted to each program are working in a complementary and non-duplicative manner.

## 1.5 The GPR-Capacity Grant Program:

After the allocation of funds for the Planning Grant Program, on March 29, 2024, NTIA issued certain Notice of Funding Opportunity for the Capacity Grant Program (“NOFO”)<sup>4</sup>. Afterwards, the PRBP submitted to the NTIA the Capacity Grant Program for the GPR (the “GPR-Capacity Grant Program”). Although the Government Parties does not participate in this program, the PRBP encourages the participation of relevant organizations.

The GPR-Capacity Grant Program consists of the projects listed below, with a total projected funding of NINE MILLION EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$9,807,187)<sup>5</sup>.

- **Public Employee Digital Literacy Program:**
  - **Description:** the PRBP intends to implement the following for public employees: **(i)** digital skills assessments to evaluate the current digital literacy levels of public employees; **(ii)** develop and deliver digital literacy training programs that address identified skill gaps; **(iii)** offering both basic and advanced courses on essential software applications, cybersecurity, digital communication tools, and data management; **(iv)** establish interagency continuous learning opportunities, including workshops, webinars, and online courses, how-to guides, video tutorials, and training materials; **(v)** create a digital literacy certification program & cybersecurity course as part of the ethical mandatory hours to incentivize skill development; and **(vi)** offer technical support with the BEAD Digital Navigators Program c.
  - **Projected Funding:** FOUR MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$4,722,000).
- **Healthcare Professionals Digital Literacy Program:**
  - **Description:** the PRBP intends to implement for healthcare professionals: **(i)** Digital Skills Assessments to evaluate the current digital literacy levels of healthcare

<sup>4</sup> [https://www.ntia.gov/sites/default/files/publications/ntia\\_fy24\\_sdecgp\\_nofa\\_final.pdf](https://www.ntia.gov/sites/default/files/publications/ntia_fy24_sdecgp_nofa_final.pdf)

<sup>5</sup> Respondents are hereby advised that projected funding amount(s) could be subject to change as required or authorized by the US Government and/or NTIA.



professionals; **(ii)** develop and provide tailored training programs on essential digital skills, including electronic health records, to the extent achievable, telemedicine, digital diagnostic tools, and data management; **(iii)** offer basic and advanced courses to cater to different proficiency levels; **(iv)** ensure healthcare professionals have access to necessary digital devices such as computers, tablets, and smartphones; **(v)** establish continuous learning opportunities, including workshops, webinars, how-to guides, video tutorials, and online courses focused on the latest digital health technologies and practices; **(vi)** create a certification program for digital literacy in healthcare to encourage ongoing skill development; **(vii)** train healthcare professionals on the use of digital health tools such as telemedicine platforms, mobile health applications, and wearable health devices; **(viii)** promote the integration of these tools into routine healthcare practices; **(ix)** conduct regular cybersecurity awareness sessions to educate healthcare professionals on best practices for protecting patient data and maintaining privacy; **(x)** train healthcare professionals on effective digital communication with patients, including using patient portals, email, and telehealth services; **(xi)** focus on enhancing patient engagement and improving the overall patient experience through digital tools. !

- **Projected Funding:** ONE MILLION DOLLARS (\$1,000,000).
- **Agriculture and Food Industry Digital Literacy Program:**
  - **Description:** The PRBP intends to implement for agriculture and the food industry: **(i)** digital skills assessment to evaluate the current digital literacy levels of workers, farmers, and food industry professionals; **(ii)** develop and deliver training programs on essential digital skills, including the use of agriculture technologies, digital marketplaces, digital tools for crop and livestock management, such as GPS-guided equipment, sensors, and mobile apps for monitoring and managing agricultural processes, and data analytics adoption of technologies that reduce waste and increase efficiency; **(iii)** provide training on using digital platforms for financial management, market analysis, and accessing microloans and subsidies; **(iv)** facilitate connections with digital marketplaces and platforms that expand economic opportunities; **(v)** possibility of providing necessary devices like computers, tablets, smartphones, and specialized agricultural equipment to those who lack access & training materials; **(vi)** verify the possibility of high-speed internet connectivity in certain areas to facilitate digital participation with other PRBP projects; **(vii)** offer cybersecurity courses.
  - **Projected Funding:** ONE MILLION DOLLARS (\$1,000,000).
- **Older Adults Workforce & Caretakers Digital Literacy Program:**
  - **Description:** The PRBP intends to implement digital literacy for 'older adults' workforce and caregivers by: **(i)** conducting assessments to evaluate the current digital literacy levels of older adults in workforce and caregivers; **(ii)** developing and providing tailored training programs focusing on essential digital skills, including basic computer and internet use, digital communication tools, and online services; **(iii)** possibility of providing necessary devices like computers, tablets, and smartphones; **(iv)** possibility of providing high-speed internet connectivity in homes

and care facilities to facilitate digital participation; **(v)** establishing continuous learning opportunities, including workshops, webinars, materials and online courses to keep skills current; **(vi)** setting-up a dedicated technical support with BEAD Digital Navigators to assist with knowledge, hardware, and software issues; **(vii)** training older adults and caregivers on using digital communication tools like email, video calls, and social media to stay connected with family, friends, and healthcare providers; **(viii)** promoting the use of online communities and forums to reduce isolation and enhance social engagement; **(ix)** educating older adults and caregivers on how to use telehealth platforms to access medical consultations, remote health and guidance on preparing for virtual appointments and managing digital health records; **(x)** conducting regular cybersecurity awareness sessions to educate older adults and caregivers about protecting personal information and avoiding online scams; **(xi)** developing inclusive training materials and methods to accommodate individuals with varying levels of digital literacy and different learning styles; **(xii)** training caregivers on using digital health management tools, such as medication reminders, health monitoring devices, and care coordination apps to enhance the quality and efficiency of care delivery; **(xiii)** organizing digital literacy events and workshops to foster community engagement and collaboration; **(xiv)** engaging community leaders and healthcare providers to champion digital literacy initiatives and ensure organizational support; **(xv)** offer cybersecurity courses

- **Projected Funding:** ONE MILLION DOLLARS (\$1,000,000).

- **SDEC Update or Maintaining Digital Capacity Plans:**

- **Description:** The PRBP intends to update the State Digital Capacity Plan or Maintaining Digital Capacity Plan by: **(i)** performing surveys and focus groups to assess current digital capacity plan programs progress and access to technology among various demographic groups ; **(ii)** identifying hurdles in digital access across different municipalities and communities ; **(iii)** creating new and update existing curriculum to address the evolving digital needs ; **(iv)** launching awareness campaigns to inform the public about available digital capacity plan programs updates; **(v)** using feedback from participants to continuously improve training materials and delivery methods; **(vi)** regularly reviewing and revising the Digital Capacity Plan to reflect changing needs and incorporate new insights from ongoing assessments and feedback; **(vii)** publishing annual reports detailing achievements, challenges, and future goals; **(viii)** offer cybersecurity courses.
- **Projected Funding:** ONE MILLION DOLLARS (\$1,000,000).

- **Evaluation of Program Efficiency:**

- **Description:** The PRBP intends to evaluate the State Digital Capacity Plan programs by: **(i)** defining key performance indicators such as participation rates, completion rates, digital literacy improvements, and user satisfaction levels; **(ii)** setting baseline data points for comparison to measure progress over time; **(iii)** create surveys, questionnaires, and feedback forms to gather quantitative and qualitative data from program participants; **(iv)** implementing digital tools and software for tracking

attendance, engagement, and progress; **(v)** administering assessments methods before and after training sessions to evaluate participants' improvement in digital literacy skills & attendance; **(vi)** engaging stakeholders in regular meetings to coordinate activities and share progress updates; **(vii)** recording engagement levels during training, such as participation in discussions and activities; **(viii)** using feedback from participants to continuously improve training materials and delivery methods; **(ix)** partnering with educational institutions, non-profits, tech companies, and government agencies to expand the reach and impact of digital capacity efforts; **(x)** collecting feedback from participants through surveys and focus groups to understand their experiences and satisfaction with the program; **(xi)** identifying trends, strengths, and areas for improvement based on data analysis; **(xii)** assessing the allocation of resources, including funding, materials, and personnel, to determine if they are being used efficiently; **(xiii)** identifying any areas where resources can be optimized or reallocated for better results; **(xiv)** analyzing the costs associated with implementing the programs relative to the benefits and outcomes achieved; **(xv)** scheduling periodic review meetings with program staff, stakeholders, committees, and evaluators to discuss evaluation results and action plans; **(xvi)** offer cybersecurity courses.

- **Projected Funding:** FOUR FUNDRED NINETY THOUSAND FOUR HUNDRED DOLLARS (\$490,400).

## 2 PURPOSE OF THIS RFP

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### 2.1 Objectives

Through this RFP, the Government Parties intend to choose a Selected Respondent that can provide the Grant Administrator Services described in **Section 2.2** of this RFP, for the Capacity Grant Program indicated in **Section 1.5** of this RFP, which will be funded with the Available Funding detailed in **Section 2.4** of this RFP.

In general, the contract that could be awarded under this RFP (the "Contract") will set forth the terms and conditions of the Grant Administrator Services, the corresponding consideration (which could be subject to a maximum payment curve), the Further Contract Conditions (as defined in **Section 4.5** of this RFP), the Federal Funds Requirements (as defined in **Section 4.6** of this RFP), among other things relevant to the objectives of this RFP.

The Selected Respondent shall:

- 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;
- Assume sole responsibility for the complete effort required to provide the Grant Administrator Services, as defined in **Section 2.2** of this RFP;
- 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

- Comply with applicable federal, state, GPR regulations governing projects initiated or supported by the GPR and/or the US Government.

**Respondents are hereby advised that projected funding amount(s) could be subject to change as required or authorized by the US Government and/or NTIA.**

## 2.2 Grant Administrator Services

The Government Parties are hereby seeking proposals from duly competent Respondents that can provide the following services in connection with the Capacity Grant Program as reasonably required by the Government Parties (the “Grant Administrator Services”):

- Provide Grant Administrator Services for the PRBP, including, but not limited to, the following areas: (i) assessment services; (ii) development of program procedures; (iii) grant agreement(s) processing; (iv) project management structuring; (v) technology and policy servicing; (vi) program reporting, monitoring, and compliance; (vii) program disbursement(s) & financial management; and (viii) collaborating with relevant stakeholders.
- Assist the Government Parties in the development of a transparent and competitive grant allocation process and solicited proposal mechanism in accordance with relevant regulations.
- Assist the Government Parties in the creation of enduring public policy and partnerships with public (federal and local) and private stakeholders to ensure broadband expansion, long-term commitment and accountability among stakeholders to maintain quality service levels.
- Leverage US Government support for the PRBP’s deployment and providing planning support to entities that can benefit from the PRBP and/or the Available Funding, as defined in **Section 2.4** of this RFP.
- Assist the Government Parties to streamline applicable permitting and planning processes, and to sustainably leverage existing broadband public assets, to incentive broadband investments, to the extent needed.
- Assist the Government Parties in the preparation of notice of funding opportunities (“NOFO’s”) for subgrantee selection procedures, while making sure the selected subgrantees have a continuity plan of their proposals and technology upgrading plans.
- Implement high quality compliance and financial management standards, grant monitoring capabilities, and provide ongoing monitoring, reporting, and performance management.
- Provide assistance in the development of subgrantee proposal specimens, which will, describe the competitive process that the Government Parties could use to select subgrantees for the PRBP, specify key terms including contract length, performance standards, construction, and service rollout schedules, permitted ownership structure(s), competitive access requirements, regulatory compliance requirements, environmental controls, grant reporting and data sharing requirements, monitoring and oversight procedures, and hand-back provisions.

- Provide assistance in the establishment of a process for the receipt and evaluation of subgrantee applications, including both financial evaluation of proposed projects as well as non-financial evaluation based on alignment with established goals and evaluation criteria.
- Provide assistance in the analysis of submitted applications for grants under the PRBP.
- Provide assistance in the administration of the grant application process, including but not limited to: (i) registration procedures, (ii) establishment and administration of a centralized electronic data room of all applications, (iii) assistance in eligibility determinations and approval process, (iv) evaluation of grant applications based on determined qualitative and quantitative metrics; (v) ensuring that grant applicants are fully capable and qualified to perform the described work and have obtained all requisite licenses and permits to perform such obligations, and (vi) ensuring regulatory, legal, and environmental compliance of proposed grant projects.
- Provide assistance in the development of a performance-based disbursement plan and support the Government Parties in disbursing funds to selected subgrantees pursuant to the Executive Committee's established guidelines and regulations applicable to the PRBP, as well as any disbursement guidelines established by the Government Parties.
- Conduct and coordinate ongoing monitoring of subgrantee projects to ensure contract and regulatory compliance, including levying of established penalties for non-compliance with construction and service milestones.
- Conduct handoff procedures for performance-based disbursement agreements as established in subgrantee's contracts, including, as necessary, technical training and legal transfer of oversight responsibility to the successor entity.
- Monitor ongoing subgrantee's reporting, data collection and other accountability measures to ensure that funded projects deliver the promised services (key performance indicators) as well as evaluate overall progress towards identified goals.
- Develop dashboards and/or reports illustrating key results and progress towards identified goals.
- Develop a reliable mechanism for the Government Parties to retain all records, documents, and communications of any kind (including electronic disk or print form) that relates in any manner to grant awards and project procurement and performance.
- Support the Government Parties in the development of grant administration closeout procedures and provide necessary support during the grant administration closeout process.
- Provide the Government Parties cost reasonableness analysis of received/proposed grant applications.
- Incidental and/or related endeavors under the Grant Administrator, as reasonably requested by the Government Parties.

## 2.3 Scope of Work:

The Scope of Work for the Grant Administrator Services listed in **Section 2.2** of this RFP is for rendering such services for the projects for the GPR-Capacity Grant Program listed in **Section 1.5** of this RFP, which is part of the GPR- Five-Year Action Plan defined herein in **Section 1.3**.

## 2.4 Key Deliverables

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the Government Parties, such as draft documents, data, meetings, presentations, and reports (collectively, the “Deliverables”). Deliverables shall include detailed narrative including assumptions and clarifications, and any other information or documentation that was used to reach the conclusions established in the corresponding Deliverables, which must also establish each resource that participated in their development.

Deliverables shall be in an editable format such as Word, Excel, PowerPoint, Adobe Illustrator, Photoshop, Indesign, or Visio and/or other formats. All Deliverables and resulting work products from this RFP and/or related to the Scope of Work will become the property of the Government Parties. Proponents shall certify the accuracy of its Deliverables to the Government Parties.

Selected Respondent shall outline the types of Deliverables and timelines they produce, in performing the services being procured through this RFP, as assigned by the Government Parties (through Task Orders, or otherwise, as applicable). At a minimum, the key Deliverables to be provided may include such items as:

- Comprehensive reports on actions taken and advice given.
- Work papers and analysis providing information about the process used to develop Deliverables.
- Deficiencies, errors and/or limitations identified, if any, in existing processes and recommendations for improvements, as well as potential efficiencies to be gained (if any) after review.
- Discussion of any potential concerns from pertinent US Government agencies and/or findings, as well as a corrective plan of action (if applicable).
- Analysis and recommendations with regards to PRBP’s management.
- Quarterly reports on rendered Gant Administrator Servies.
- Reporting and updating timelines.
- Grant Administrator Services work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.

The Deliverables will be considered complete only when presented in their entirety to the Government Parties and only for the purpose stated herein.

## 2.5 Available Funding

Available funding for the Grant Administrator Services is Capacity Grant Program funding available by the US Government and/or the NTIA under the Digital Equity Program, which does not require local matching funds. Partial or complete Available Funding will cover the Grant Administrator Services contemplated under this RFP.

The period of performance for endeavors related to the Available Funding is five (5) years from the date(s) specified in the NOFO.

## 3 PROPOSAL SUBMISSION REQUIREMENTS

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### 3.1 General Proposal Requirements

This section provides guidance for the submission requirements of this RFP, subject to Disclaimers indicated in **Section 6** of this RFP. The Government Parties expect proposals submitted under this RFP to provide enough information about the requested information to allow the Government Parties to evaluate, competitively rank and choose a Selected Respondent based on the Evaluation Criteria indicated in **Section 5.1** of this RFP. The Government Parties strongly encourage Respondents to review and analyze the date included in the following portals prior to submitting their proposals:

- [smartisland.pr.gov](https://smartisland.pr.gov)
- [asg.pr.gov/publicacionesregalamentos](https://asg.pr.gov/publicacionesregalamentos)
- <https://www.ntia.gov/federal-register-notice/2024/notice-funding-opportunity-state-digital-equity-capacity-grant-program>

All proposals must meet the requirements stated in this RFP. The proposal shall be submitted no later than **April 4, 2025, at 11:59 PM, Eastern Standard Time<sup>6</sup>** (“**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 could be returned to the respondent, subject to the Disclaimers. 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 Respondents.

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

All proposals 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.

**All proposals shall be submitted electronically through the Smart Island portal platform (also specified in the Cover Letter of this RFP): [smartisland.pr.gov](https://smartisland.pr.gov) . The subject on the electronic submittal shall read as follows:**

**Re: ‘RFP: Capacity Grant Program-Grant Administrator Services’**

### 3.2 Proposal Format Requirements

Respondents must submit their proposals in digital format in two separate, searchable Adobe Acrobat PDF documents, bookmarked for ease of navigation. The Respondent’s name must be clearly marked on the name of each file. Ordinarily, individual electronic files may not exceed 10 MB, however,

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<sup>6</sup> Taking into consideration Daylight Savings Time.

respondents could submit electronic files exceeding said threshold through a reliable and protected document sharing platform (e.g., Dropbox, G Suite Google Drive, Microsoft One Drive, Bow Business, Citrix Share File), as long as: submission is completed before the Proposal Due Date, and the Cover Letter – referenced in **Section 3.3.1** of this RFP – clearly and explicitly mentions this.

Proposals must be set up on 8-1/2" x 11" sized pages. Double sided reproductions are encouraged. Although 11" x 17" pages are allowed for schematics, maps, organizational charts, drawings, tables and schedules. However, narrative text cannot be included on such 11" x 17" pages, except for brief captions necessary to title or describe graphics. Any other narrative text included on an 11" x 17" page may be disregarded by the Government Parties. Each 11" x 17" page will be counted as a single page. Printed lines may be single-spaced. Insofar as is practical or economical, all paper stock used shall be composed of recycled materials.

Proposals shall have all pages numbered consecutively within each section of the proposal, other than required forms which shall be individually numbered, including any 11" x 17" pages and must conform to the page limitations identified in this RFP. Proposals must be presented in Arial (not Arial Narrow), 12-point font, including in diagrams, organizational charts, and other such graphics.

Standard corporate brochures, awards and marketing materials shall not be included in the Proposal, and the Government Parties do not commit to review any materials included in a proposal that are not specifically required by the RFP.

### **3.3 Proposal Contents and Organization:**

<b>Section</b>	<b>Description</b>
<b>Section A</b>	<b>Cover Letter &amp; Executive Summary</b>
<b>Section B</b>	<b>Background on Firm &amp; Team Qualifications</b>
<b>Section C</b>	<b>Availability of Resources</b>
<b>Section D</b>	<b>Work Plan</b>
<b>Section E</b>	<b>Local Engagement Approach</b>
<b>Section F</b>	<b>Project Experience &amp; References</b>
<b>Section G</b>	<b>Budget Breakdown</b>



<b>Section H</b>	<b>Financial Information</b>
<b>Section I</b>	<b>Unique or Unusual Respondent Capabilities</b>
<b>Section J</b>	<b>Other Matters Deemed Relevant by Respondent</b>
<b>Section K</b>	<b>Compliance Forms</b>

Proposals submitted under this RFP must contain the following sections, organized pursuant to the requirements set forth in this **Section 3.3**:

### **3.3.1 Section A: Cover Letter & Executive Summary**

A duly authorized officer of Respondent must execute the transmittal letter, providing an Executive Summary, not exceeding five (5) pages, which shall be written in a nontechnical style and shall contain sufficient information for reviewers with both technical and nontechnical backgrounds to become familiar with Respondent's proposal and its ability to satisfy the financial and technical requirements of the Grant Administrator Services.

### **3.3.2 Section B: Background on Firm & Team Qualifications**

Respondents must demonstrate that they possess all capabilities to successfully render and complete the Grant Administrator Services and must show effective and substantive experience relative to the Scope of Work. Respondents are expected to display strong leadership, accountability, continuity, and the willingness to work with a broad range of entities, and stakeholders both within the public and private sectors. Hence, Respondents must demonstrate it has a staff and/or a team of experienced professionals and a dynamic collaborators network that include a broad range of organizations, relative to the Grant Administrator Services. It is in the spirit of such capabilities that Respondents shall discuss its experience under this section.

**The Government Parties will not accept proposals from joint ventures, consortiums, syndicates, professional pools, nor entities with similar arrangements, under this RFP. However, subcontracting may be allowed, subject to prior written approval from the Government Parties.**

Under this section Respondents must: (i) address the legal structure of the firm making the proposal; (ii) identify the organizational structure for the team that it envisions carrying out and managing the Grant Administrator Services; (iii) describe the experience and qualifications of the firm and the key individuals that will be engaged in the proposed project, including experience with endeavors similar to the Scope of Work (comparable size and complexity); (iv) describe the length of time doing business, business experience, public sector experience, and other relevant engagements of the firm; and (v) include the identity of any firms that will provide the Grant Administrator Services.

Furthermore, under this section Respondents must also provide the names, addresses, and telephone numbers of persons within the firm who may be contacted for further information regarding its submission under this RFP. Respondents must also provide resumes or *curriculum vitae* of the Key Personnel who would be assigned to the Scope of Work (each resume or *curriculum vitae* should not exceed three pages in length and must highlight relevant experience and qualifications with respect

to the Services). Key Personnel are defined as those team members who will be assigned and perform the endeavors related to the Grant Administrator Services, or a portion of them. Given the interactions with certain Government Parties, at a minimum, fifty percent (50%) of the Key Personnel must be completely fluent in both English and Spanish; all personnel should be fluent in English.

Respondents must also identify any persons involved with the Government Parties that it knows would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the Scope of Work object of this RFP, considering the applicable Conflict of Interest clauses mentioned hereunder, including, but not limited to, **Section 4.3** of this RFP.

Finally, each of Respondent's principal member(s) must provide their professional background and qualifications relevant to the Grant Administrator Services. Principal Member(s) are defined as the key figures in respondent's management.

### **3.3.3 Section C: Availability of Resources**

Under this section Respondents must detail available personnel resources, emphasizing Key Personnel, and how quickly they can be deployed to render the Grant Administrator Services requested under this RFP. Respondents are encouraged to designate and proffer only those individuals they reasonably believe will be available for roles relevant to the Scope of Work. Respondents are advised that Key Personnel changes must be notified and requested in writing to the Government Parties and will be subject to their approval. Key Personnel changes without the Government Parties' prior written approval may result in disqualification or removal of the Selected Respondent.

### **3.3.4 Section D: Work Plan**

Under this section Respondents must provide a detailed Work Plan indicating how they plan to render the Grant Administrator Services and meet the objectives stated in this RFP. This Work Plan shall include, at a minimum, a detailed list and description of: (i) primary workstreams and work phases, (ii) key Deliverables for each phase, (iii) key activities for each phase, and (iv) projected touch points for collaboration with the Government Parties.

Additionally, under this section Respondents must detail how they will accommodate for the Government Parties design philosophy and leverage their own existing infrastructure to meet the specified priorities under this RFP. Respondents may reference past experiences with similar endeavors where similar services were provided, and how they anticipate the approach to the Scope of Work under this RFP could differ.

Furthermore, Respondents should provide a measure of confidence in their ability to adhere to the proposed timeline for Scope of Work activity milestones in accordance with their past experiences and anticipated abilities (i.e., resources mobilization/availability, supply chain considerations, etc.). This section is important for the Government Parties to consider while navigating indirect factors that could affect the rendering of the Grant Administrator Services.

As indicated in **Section 3.3.2** of this RFP, although the Government Parties will not accept proposals from joint ventures, consortiums, syndicates, professional pools, nor entities with similar arrangements, under this RFP, subcontracting may be allowed, subject to prior written approval from the Government Parties.

In the event respondents envision or anticipate obtaining support from subcontractors to execute the Scope of Work, said information must be included under this section following this format:

Key Vendor/Subcontractor	Description of Products/Services Offered	Past Projects Utilizing this Entity
X	Y	Z

**3.3.5 Section E: Local Engagement Approach**

Given the impact the Grant Administrator Services might have on other stakeholders and/or component units of the GPR, the Government Parties have the objective of fostering the participation of local parties in providing or assisting to complete the Scope of Work object of this RFP, under this section Respondents must address their approach to assist the Government Parties to achieve said objective.

Additionally, under this section Respondents must discuss how they suggest transferring to the applicable Government Parties entities the know-how related to the Grant Administrator Services, during the term of the Contract, to the extent applicable.

**3.3.6 Section F: Experience & References.**

Under this section Respondents must provide a brief overview of their experience with engagements similar and/or related to the Grant Administrator Services of this RFP. Respondents should provide enough information for the Government Parties to assess their expertise across the endeavors described in **Section 2.2** of this RFP. Respondents must show effective and substantive experience relative to the Scope of Work.

Additionally, Respondents must provide details of three (3) previous engagements providing similar Grant Administrator Services than those requested under this RFP. Under this section, Respondents must include a description of the scope and type of the project as well as references (*i.e.*, names and contact information) whom the Government Parties can contact to inquire about their past performance. Enclosed **Attachment A** of this RFP- ‘Experience Template’ – should be used to capture this information. As necessary, additional pages may be attached to provide the required information.

**3.3.7 Section G. Budget Breakdown:**

Under this section, Respondents must provide a full explanation of the pricing structure, as well as sufficient information regarding performance metrics built into this structure. Respondents should also show a breakdown of their fees depending on sections of the Contract or the fees for conducting specific tasks. Based on Respondent’s Work Plan, their estimated budget must outline the cost breakdown and fee structure anticipated to fulfill the Grant Administrator Services, as well as any technical, financial, legal, or other additional advisory services that respondent plans to subcontract, pursuant to **Section 3.3.4** of this RFP.

Respondents are encouraged to base and present their respective budget breakdowns on a per-hourly rate, rather than on a flat fee basis. In the event a Contract is awarded under this RFP, Respondents are hereby advised that their budget breakdowns and/or proposed pricing structure(es) could be reasonably updated and/or adjusted following well-grounded market conditions.

### 3.3.8 Section H: Financial Information

Respondents must provide audited financial statements for the last three (3) fiscal years, showing how it manages its resources and demonstrating that it has the financial capability to carry out the Grant Administrator Services, as determined by the Government Parties. Financial statements must include the following: Opinion Letter (i.e., Auditor's Report), Balance Sheet, Income Statement, Statement of Cash Flows, and the corresponding footnotes. Furthermore, financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("US-GAAP"), or International Financial Reporting Standards ("IFRS"; the latter, only for applicable entities). Under no circumstances the Government Parties will accept audited financial statements prior to the calendar year 2020.

**Respondents are advised that any failure to disclose a prior or pending material change(s) in its financial condition may result in disqualification from further participation in the selection process.**

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Scope of Works, and the projected full extent of the changes likely to be experienced in the periods ahead. Where a material change will have a negative impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the potential project(s) object of this RFP from any recent material changes, and those currently in progress or reasonably anticipated in the future. For illustrative and indicative purposes only, the Government Parties consider material changes in financial condition any of the following: (1) an event of default or bankruptcy involving the affected entity; (2) a change in credit rating (if applicable) for the affected entity; (3) inability to meet conditions of loan or debt covenants by the affected entity; (4) the affected entity either: (i) the financial statements indicate that expenses and losses exceed income (i.e. negative net income excluding earnings from non-controlling interests); (ii) incurred a net operating loss (i.e. negative income before taxes, or negative earnings before taxes); or (ii) sustained negative cash flows from operating activities; in at least one of the last three fiscal periods, the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable. Other events known to the affected entity, or parent organization of the affected entity, represent a material change in financial condition over the past three (3) years or may be pending for the next reporting period.

### 3.3.9 Section I: Unique or Unusual Capabilities of Respondent

Under this section Respondents should describe any unusual or unique capabilities, experience, tools, or perspectives respondent possesses relative to the Scope of Work. It is possible to expand upon topics covered in previous sections or to introduce new information about Respondent or its team members under this section.

Additionally, under this section Respondents could describe how they could provide the Grant Administrator Services as soon as possible, and could suggest the Government Parties alternate approaches to complete the Scope of Work in a more efficient manner, to the extent possible.

### 3.3.10 Section J: Other Matters Deemed Relevant by Respondent

Respondents may submit additional information they consider necessary and appropriate for the consideration of the Government Parties, relative to the requirements of this RFP.

**3.3.11 Section K: Compliance Forms.**

Respondents must submit the following forms attached to this RFP as part of their submission:

*Attachment A* — Experience Template

*Attachment B* – Non-Collusion Affidavit

*Attachment C* – Eligibility Affidavit

*Attachment D* – Certification

*Exhibit 1* – Compliance Evaluation Committee, Evaluation Criteria

*Exhibit 2* – Technical Evaluation Committee, Evaluation Criteria

**The proposal from any Respondent that fails to pass the Government Parties’ determination regarding no conflict of interest, including, but not limited to, those levied in Section 4.7 of this RFP and its Appendixes, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.**

**4 RFP GENERAL TERMS AND CONDITIONS**

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**4.1 Procurement Process 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 a case, respondents shall be notified to their email of record, subject to the Disclaimers and reservation of rights indicated in Section 6 of this RFP.

<b>Date</b>	<b>Activity</b>
<b>March 7, 2025</b>	Last date for submission of questions or requests for clarifications to the RFP.
<b>March 14, 2025</b>	Answers to questions or requests for clarifications timely received by the Government Parties.
<b>April 4, 2025</b>	Proposals due to the Government Parties.
<b>April 18, 2025**</b>	Complete evaluation of proposals and issue notices to Selected Respondent.

**\*\* Might be subject to change.**

## 4.2 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 proponent. All questions and communications concerning this procurement process must be directed in writing to the Government Parties, via the identified form within the specified web page, no later than the date specified in **Section 4.1** of this RFP.

All questions concerning this RFP should be directed **IN WRITING** via electronic form:

[smartisland.pr.gov](https://smartisland.pr.gov)

**Re: 'RFP: Capacity Grant Program-Grant Administrator Services'**

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, subject to the Disclaimers of this RFP.

## 4.3 Conflict of Interest

By submitting their respective proposals, Respondents acknowledge that in the event they are selected under this RFP, potential services rendered thereunder are to be provided exhibiting complete loyalty towards the Government Parties, including, but not limited to, having no adverse interest to the Government Parties.

Consequently, as part of the contracting process, Selected Respondent shall certify that they are not currently aware of any relationship that would create a conflict of interest with the Government Parties, or those parties in interest, according to the applicable Government's contracting requirements. Furthermore, respondents must ensure that all actions related to their proposal are consistent with the Government Parties and the US Government Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Contracts, and other applicable ethics regulations.

Respondents must provide a list of any other current or prior consulting contracts that the firm has or had with the Government Parties, or which bear any direct or indirect relation to the activities of the Government Parties. In the event of real or apparent conflicts of interest of a Respondent, the Government Parties reserve the right, in the GPR's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon respondent. Said Respondent shall accept any reasonable conflict mitigation strategy employed by the Government Parties, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

As part of the submission requirements, Respondents must provide a list of any other current or prior consulting contract(s) that the firm has or had with the Government Parties, or which may bear any

direct or indirect relation to the activities of the GPR (“Other Government Contracts”). Given the inherent potential conflict of interest that might arise from the nature of the services rendered under Other Government Contracts with the Grant Administrator Services, it should be noted that any Respondent that has previously performed for the Government Parties similar, related and/or incidental services than those considered under the Scope of Works is precluded from participating in this RFP. Furthermore, and considering that the Government Parties could issue additional request for proposals related to the Grant Administrator Services considered hereunder, Respondents acknowledge and accept that the Government Parties will not award both contracts to the same firm(s) if bidders choose to participate in both procurement processes. Accordingly, in case a respondent’s proposals receive the top score from the Evaluation Committees, as defined in **Section 5.1** of this RFP in both procurement processes, then the Government Parties reserves the right, in their absolute discretion, to select which contract to award to such Respondent. These prohibitions shall apply also to all subcontractors, team members, and representatives of all Respondents. Any Respondent and/or subcontractor who is found to be in non-compliance with the above will be disqualified from this RFP process.

#### **4.4 Blackout Period:**

The ‘*Blackout Period*’ is a specified period during a competitive procurement process in which any proponent, bidder, or its agent or representative, is prohibited from communicating with any employee or contractor of the Government Parties involved in any step in the procurement process about this procurement. The Blackout Period applies not only to the Government Parties employees, but also to any current contractor of the Government Parties. ‘*Involvement*’ in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. This solicitation designates the contact person (“RFP Coordinator”) and all communications to and from potential proponents and/or their representatives during the blackout period must be in accordance with this RFP’s defined method of communication with the RFP Coordinator. The Blackout Period begins on the date that the Government Parties first issued a Public Notice of Intent to Issue this RFP. The blackout period will end when a contract is duly executed by both parties.

In the event a prospective proponent may also be a current Government Party contractor, the Government Party employees and the prospective proponent may contact each other with respect to their existing contract and duties only. Under no circumstances the Government Parties employees or current contractors discuss this RFP or corresponding procurement process or status.

Any bidder, proponent, or Government Party contractor who violates the Blackout Period may be excluded from the awarding contract and/or may be liable to the Government Parties in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for the Government Parties, or any entity of the Commonwealth, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code for a New Puerto Rico, Act No. 2-2018, as amended (the “Anticorruption Code”) and other relevant or incidental regulations.

## 4.5 Further Contract Conditions

The contents of the proposal prepared by the Selected Respondent, with any amendment approved by the Government Parties, will become part of the Contract that could 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 Parties, such as contractual provisions requiring:

- Sole Registry of Bidders Certification (“RUL”, for its Spanish acronym), issued by ASG pursuant to Regulation No. 9301E-2021, as may be amended from time to time.
- Sole Registry of Professional Services Providers Certification (“RUP”, for its Spanish acronym), issued by ASG, pursuant to Regulation No. 9302E-2021, as may be amended from time to time.
- All data generated and systems used during the rendering of the Grant Administrator Services, must comply with the public policies of data and technology issued by the Puerto Rico Innovation and Technology Service (“PRITS”), pursuant to Act No. 75-2019, to the extent applicable.
- Original certifications evidencing that Respondent 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 GPR, to the US Government, and to the state or jurisdiction where its base of operations resides, to the extent applicable.
- Commercial Registration Certification, issued by the Puerto Rico Department of Treasury (i.e., ‘*Departamento de Hacienda*’).
- Certification of Compliance issued by the Puerto Rico 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 Office authorized to act on behalf of Respondent, indicating that respondent, 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 Puerto Rico 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 Puerto Rico 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 Respondent executes the Contract with the Government Parties. The Selected Respondent will be contractually required to abide by the laws of Puerto Rico as governing laws under the Contract.

## 4.6 Federal Funds Requirements

Given that the Professional Services will be funded with the Available Funding, any Contract executed in relation to this RFP shall be governed by applicable federal terms and conditions, including any applicable circulars issued by the US Government Office of Management and Budget ("US-OMB"). Henceforth, this RFP is intended to be conducted in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as codified under 2 C.F.R. Part 200, et seq., issued by the US-OMB pursuant to the authority granted under 31 U.S.C. 503 ("Federal Uniform Administrative Requirements"), which outlines the methods of procurement to be followed by non-federal entities, among other things.

Additionally, said potential Contract shall be also governed by any specific terms and conditions set forth by the awarding federal agency(ies). Below is a non-exhaustive list of the applicable federal terms and provisions to this RFP and/or the Contract. Respondent shall provide a description of experience in dealing with these and any other applicable provisions and requirements and affirmatively certify that Respondent shall comply (collectively, the "Federal Funds Requirements"):

- Regulations and/or guidance issued by the US Government regarding the Digital Equity Act and/or the Capacity Grant Program, including, but not limited to, those issued under:
  - 47 U.S.C. 1723, et seq,
  - the Capacity Grant Program-NOFO,
  - the GPR-Five-Year Action Plan,
  - the GPR-Digital Capacity Plan,
- Protection of personally identifiable information, as required by 2 C.F.R. §200.303(e),
- Protection of human subjects, as required by 15 C.F.R. Part 27,

- Requirements under the Build America, Buy America Act of 2021, Pub. L. 117-58, §70901-52, for ‘infrastructure projects’ and/or regulations issued under as defined in 2 C.F.R. §184.3,
- Department of Commerce’s General Terms and Conditions for the BEAD Program, dated July 2022, as they may be amended from time to time,
- Department of Commerce’s Specific Award Conditions for Multi Year Awards,
- Equal Employment Opportunity requirements, including, but not limited to, those levied in the Equal Pay Act of 1963, the Civil Right Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the American with Disabilities Act of 1990, and/or the Civil Rights Act of 1991.
- Contract Work Hours and Safety Standards, 40 U.S.C. 3701, et seq.
- Access to Records, 2 C.F.R. Sec. 200.337.
- Retention Requirements for Records, 2 C.F.R. Sec. 200.334.
- Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352, as amended.
- The Federal Uniform Administrative Requirements.
- Contract Cost Principles and Procedures, 48 C.F.R. Part 31
- Davis Bacon Act, 40 U.S.C. Sec. 3141, et seq., as amended.
- Copeland Anti-Kickback Act, 40 U.S.C. Sec. 3145, as amended.
- Executive Order No. 12549 of 1986, Debarment and Suspension; and Executive Order No. 12689 of 1989, Debarment and Suspension (codified at 2 C.F.R. Part 180, and 2 C.F.R. Part 3000
- Guidance provided at NTIA’s Internet for All, Frequently Asked Questions, BEAD Program, as amended from time to time,
- The Federal Uniform Administrative Requirements.

Furthermore, Respondents are hereby advised that pursuant to 2 C.F.R. Part 25, an applicant or recipient (as the case may be) is required to: (i) be registered in the System for Award Management (“SAM”) before submitting its complete application packet; (ii) provide a valid unique entity identifier (“UEI”) in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency, unless otherwise excepted from these requirements pursuant to 2 C.F.R. §25.110. The US Government will not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements.

**By submitting their respective proposals, Respondents acknowledge, agree, and guarantee the Government Parties strict observance and compliance with the Federal Fund Requirements, to the extent applicable.**

## 5 PROPOSAL EVALUATION PROCEDURE AND CRITERIA

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### 5.1 Evaluation Committees & Evaluation Criteria

All proposals will first be screened for completeness and adherence to the requirements of this RFP. For that initial evaluation state, the Government Parties will appoint a compliance evaluation committee (“Compliance Evaluation Committee”), who will be tasked of evaluating submitted proposals, examining them for completeness and compliance with the general terms of this RFP, among other factors. A summary of the criteria to be considered by the Compliance Evaluation Committee can be found in *Exhibit 1* of this RFP. For a Respondent to approve the Compliance Evaluation Committee’s assessment, it will have to obtain a score of seventy-five percent (75%) or higher. Respondents that fail the Compliance Evaluation Committee’s assessment will be disqualified and will not be considered for formal evaluation by the Government Parties.

After proposals have passed through the Compliance Evaluation Committee’s screening process, they will be evaluated and ranked by a technical evaluation committee (“Technical Evaluation Committee”; together with the Compliance Evaluation Committee, the “Evaluation Committees”) following the criteria set forth in *Exhibit 2* attached to this RFP. Each member of the Technical Evaluation Committee shall have experience to perform the review role for which they have been designated, and shall conduct his or her independent evaluation of the proposals received by said panel in accordance with the aforementioned criteria, and the terms and conditions set forth in this RFP. Point assignments for each evaluation criterion will be at the discretion of each member of the Technical Evaluation Committee. Total point assignments from each member of the Technical Evaluation Committee will be added together for a total overall score. This total score for each respondent will determine the order of the proposal’s rankings.

In the event of a tie between two proposals, the Technical Evaluation Committee will assess awarded scores to determine whether any adjustments are needed. If appropriate, any adjustments made accordingly will be approved by the PRBP.

The Government Parties will only consider proposals from firms that are duly registered to conduct business in the jurisdiction of Puerto Rico. Proposals that are not disqualified will be evaluated as to the substantive material, provided however that, in addition to the Disclaimers of this RFP, 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 Respondent, at any time, for any reason or no reason.

The Government Parties, by means of the Evaluation Committees, may request a proponent to clarify a proposal if ambiguities or uncertainties are presented in the proposal or to obtain more information necessary for the Evaluation Committees to make a comprehensive evaluation. The Evaluation Committees shall report its findings and make its recommendations to the Government Parties. The Government Parties, however, may accept the recommendation of the Evaluation Committees, award the Contract to another Respondent or Respondents, 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.

The Respondent's suggested budget breakdown is only one of the criteria to be considered and the Government Parties are not legally bound to award the lowest priced proposal. The Government Parties may enter into simultaneous or subsequent negotiations with Respondents to determine the final selection of the awardee. The Government Parties reserve the right to interview Key Personnel of Respondent before the award of the Contract. The Government Parties reserve the right to conduct discussions with each and every proponent and to request that Respondents submit a revised experience and technical proposal and/or price proposal. The Government Parties shall award the contract to the Respondent that submits the most advantageous proposal found to be technically sufficient and acceptable, subject to the Disclaimers levied in **Section 6** of this RFP.

## 5.2 Responsiveness

The Evaluation Committee shall first review and determine if each proposal completed all requirements as to format and content. Each proposal will be reviewed for: (i) conformance to the RFP instructions regarding organization and format; and (ii) responsiveness to the requirements set forth in this RFP.

Those proposals not responsive to this RFP may be excluded from further consideration. The Government Parties may also exclude from consideration any proponent whose proposal contains a material misrepresentation.

Proposals that fail to pass the Government Parties determination regarding no conflict of interest, including, but not limited to, those levied in **Section 4.3** of this RFP and its Appendixes, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.

## 5.3 General Selection Criteria

The Government Parties seeks to procure the professional services of experienced respondents that can provide the Services described in this RFP. The Government Parties' Evaluation Criteria scoring will reflect a preference for proposals that address the core matters indicated in **Section 5.1** of this RFP, subject to the Disclaimers of this RFP.

The Government Parties may opt to interview one or more bidders. Following the review phase, the Government Parties could identify a respondent for negotiation and inform all other respondents through an "intent to award" notification, subject to the disclaimers and reservation of rights levied in **Section 6** of this RFP. If an agreement cannot be reached with the chosen respondent, the next-highest-scoring respondent will be contacted, initiating negotiations. This process will continue until successful negotiations are achieved or the Government Parties decide to proceed pursuant to **Section 6** of this RFP.

The Government Parties explicitly retain the right to negotiate with any respondent, leveraging the submitted proposal as a foundation, to obtain the best and final offer. Upon successful negotiations

and signing agreements by all parties, the Government Parties could issue a Notice of Award to all participating respondents under this RFP, subject to the disclosures and reservation of rights indicated in **Section 6** of this RFP.

## 6 DISCLOSURES

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### 6.1 General Disclosures, Rights, Options and Disclaimers

The issuance of this RFP, submission of a response by any firm and/or team, and the acceptance of such response by the Government Parties does not obligate the Government Parties. Proponents shall only be bound by its proposal for the period of ninety (90) days required in this RFP. Legal obligations will only arise upon the execution of a formal agreement between the Government Parties and the Selected Proponent regarding the Scope of Work.

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 under this RFP, the Government Parties reserves and holds, 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 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 submit 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 cancellation 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 the Commonwealth 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 the Commonwealth.

## **6.2 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 under this RFP rely on any oral statement by the Government Parties' agents, advisors, or consultants.

## **6.3 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 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 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 to any disclosure and defend any action that may be necessary to protect its confidential information.

***[THIS SPACE INTENTIONALLY LEFT BLANK]***

***[APPENDIXES PAGES FOLLOW]***

## 7 Attachment A – Experience Template

This template is referenced in **Section 3.3.6** of this RFP.

Provide information on similar projects or engagements carried out by your firm related to the Scope of Works of this RFP. If you believe additional information on projects is desirable, please attach further information.

### Representative Project 1:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Public Entity Name: \_\_\_\_\_

Public Entity Address: \_\_\_\_\_

Public Entity Phone: \_\_\_\_\_ Public Entity Fax: \_\_\_\_\_

Public Entity Email: \_\_\_\_\_

Describe key lessons learned:

### Representative Project 2:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Public Entity Name: \_\_\_\_\_

Public Entity Address: \_\_\_\_\_

Public Entity Phone: \_\_\_\_\_ Public Entity Fax: \_\_\_\_\_

Public Entity Email: \_\_\_\_\_

Describe key lessons learned:



**Representative Project 3:**

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Public Entity Name: \_\_\_\_\_

Public Entity Address: \_\_\_\_\_

Public Entity Phone: \_\_\_\_\_ Public Entity Fax: \_\_\_\_\_

Public Entity Email: \_\_\_\_\_

Describe key lessons learned:

## 8 Attachment B – Non-Collusion Affidavit

### 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

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

# 9 Attachment C – Eligibility Affidavit

## 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 Attachment C, 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

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

# 10 Attachment D – Certification

## CERTIFICATION

Name of Proponent: \_\_\_\_\_

Name of Firm (if a member of a team): \_\_\_\_\_

The term “affiliate” as used in this certification includes parent company(ies), subsidiaries, organizations under common ownership, joint ventures, partners, and other financially liable parties for that entity.

- (1) Has the firm or any affiliate or any **current** officer thereof, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past five years?

Yes  No

If yes, please explain:

- (2) Has the firm or any affiliate ever sought protection under any provision of any bankruptcy act?

Yes  No

If yes, please explain:

- (3) Has the firm or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

Yes  No

If yes, please explain:

- (4) Has the firm or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

Yes  No

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

- (5) Within the last five years, has any grant administration services or related services provided or managed by the firm or any affiliate involved repeated or multiple failures to comply with [xxx] rules, regulations, or requirements during the term of service?

Yes  No

If yes, please identify the firm or affiliate and the project(s), provide an explanation of the circumstances, and provide client contact information, including e-mail and current telephone number.

- (6) Within the last ten years, has the firm or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office

of Federal Contract Compliance Programs and any applicable governmental agency of Puerto Rico) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar law of Puerto Rico?

Yes  No

If yes, please explain:

- (7) Within the last ten years, has the firm or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Department of Labor of Puerto Rico (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes  No

If yes, please explain: (8) Has the firm or any affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract during the last five years with respect to a grant administration program?

Yes  No

If yes, please identify (for each instance) the entity determined liable and the project name, provide an explanation of the circumstances and provide client contact information, including email address and telephone number.

- (9) Has the firm or any affiliate been terminated for cause during the last five years with respect to a grant administration program?

Yes  No

If yes, please identify (for each instance) the entity terminated for cause and the program name, provide an explanation of the circumstances and provide owner contact information, including email address and telephone number.

- (10) Has the firm or any affiliate been involved in any arbitration, litigation, dispute review board or other dispute resolution proceeding occurring during the last ten years involving an amount in excess of \$500,000 related to performance on a grant administration program?

Yes  No

If yes, please provide a brief description (including the resolution) of each qualifying arbitration, litigation, dispute review board or other dispute resolution proceeding. For each instance, identify the counter parties' representative with a current email address and telephone number.

- (11) With respect to each of Questions 1-11 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm or any affiliate that could result in the firm or affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-11 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes

No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-11 above.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# 11 Exhibit 1 – Compliance Evaluation Committee, Evaluation Criteria

Pursuant to **Section 5.1** of this RFP, the Compliance Evaluation Committee will consider the following criterion in its assessment of the proposals received under this RFP:

## I. General Format & Submission Requirements:

- 1.1 Compliance with the Format Requirements (Sec. 3.2)?.....(5 Points)
- 1.2 Proposal responsiveness to the RFP General Requirements (Sec. 5.2)?.....(5 Points)

**Total: 10 Points**

## II. Proposal Organization:

Did the proposal include the following requirements (Sec. 3.3):

- 2.1 Cover Letter & Executive Summary (Sec. 3.3.1)?.....(10 Points)
- 2.2 Firm Background & Team Qualifications (Sec. 3.3.2)?.....(10 Points)
- 2.3 Availability of Resources (Sec. 3.3.3)?.....(10 Points)
- 2.4 Work Plan (Sec. 3.3.4)?.....(10 Points)
- 2.5 Local Engagement Approach (Sec. 3.3.5)?.....(10 Points)
- 2.6 Scope of Work/Services Experience & References (Sec. 3.3.6)?.....(10 Points)
- 2.7 Budget Breakdown (Sec. 3.3.7)?.....(10 Points)
- 2.8 Financial Information (Sec. 3.3.8)?.....(10 Points)

**Total: 70 Points**

## III. Compliance Forms:

Did the proposal include the following Compliance Forms (Sec. 3.3):

- 4.1 Attachment A – Experience Template?.....(5 Points)
- 4.2 Attachment B – Non-Collusion Affidavit?.....(5 Points)
- 4.3 Attachment C – Eligibility Affidavit?.....(5 Points)
- 4.4 Attachment D – Certification?.....(5 Points)

**Total: 20 Points**

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**Maximum Evaluation Scoring: 100 Points**

## 12 Exhibit 2 – Technical Evaluation Committee, Evaluation Criteria

Pursuant to **Section 5.1** of this RFP, the Technical Evaluation Committee will consider the following criterion in its assessment of the proposals received under this RFP:

### I. Technical Review:

Work Plan .....	(12 Points)
Technical Approach .....	(10 Points)
Key Personnel .....	(10 Points)
Organizational Structure .....	(5 Points)
References .....	(2 Points)
	<b>Total: 39 Points</b>

### II. Programmatic Review:

Grant Administrator Services Experience .....	(10 Points)
Technology & Policy Experience .....	(10 Points)
Technology Qualifications .....	(10 Points)
Administration Qualifications.....	(10 Points)
	<b>Total: 40 Points</b>

### III. Financial Review:

Proposed Budget Breakdown .....	(5 Points)
Financial Statements .....	(5 Points)
	<b>Total: 10 Points</b>

### IV. Digital Capacity Plan Know-How:

General knowledge of the Puerto Rico digital landscape .....	(5 Points)
Engagement of Local Parties/Knowledge Transfer .....	(5 Points)
	<b>Total: 10 Points</b>

### V. Other Considerations

Other considerations: _____	(1 Point)
	<b>Total: 1 Points</b>

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**TOTAL EVALUATION SCORING: 100 Points**