



GOVERNMENT OF PUERTO RICO
OFFICE OF MANAGEMENT AND BUDGET



Request for Proposals for Advertising and Design Services

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

RFP Issuance Date: June 17, 2025
RFP Deadline: June 27, 2025
RFP Number: PRBP-2025-PRBIF-001

<https://www.smartisland.pr.gov/>



1. OBJECTIVE

The Puerto Rico Broadband Program (PRPB) of the Puerto Rico Office of Management and Budget (PR-OMB), 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 Advertising & Design Services defined in [Section 3.2](#) of this RFP. This RFP seeks responses from proposers (Respondents) capable of providing those services and completing the related tasks required hereunder while developing a productive relationship with the Government Parties and other relevant stakeholders.

This RFP does not commit nor obligate the Government Parties to award a contract nor to pay any costs incurred in preparing a response and/or proposal in connection to this RFP. The Government Parties reserves the right to award contract(s) to more than one Respondent(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 its entirety. See [Section 8](#) of this RFP for general disclosures, rights, options, disclaimers and reservation of rights by the Government Parties under this procurement process (collectively, the Disclaimers).

Respondents(s) selected under this RFP (Selected Proponent) will be required to be free of any real, actual, 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, but not limited to, those levied by the Puerto Rico General Services Administration ("ASG", for its Spanish acronym), as further specified in this RFP.

RFP Due Date: June 27, 2025, at 11:59 p.m. Eastern Standard Time (Considering Daylight Savings Time.)

**Please submit one (1) electronic copy through the Smart Island Portal email:
prbif@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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2. INTRODUCTION

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

PR-OMB is an instrumentality of the GPR, adjunct to the Governor of Puerto Rico's Office (Governor), created under 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.

According 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 the evaluation of the managerial and programmatic analysis; those related to operational, organizational, or administrative audits; along incidental matters. Furthermore, article 2(b) of the Enabling Act empowers PR-OMB's Executive Director to contract professional, technical, consulting, auditing, and other services deemed necessary to execute PR-OMB's ministerial duties.

On June 4, 2025, the Governor of Puerto Rico issued Executive Order OE-2025-031, which revokes Executive Order OE-2024-008 and amends Executive Order OE-2022-040 to restructure the Puerto Rico Broadband Program (PRBP). Under this new Executive Order, all functions and powers previously held by the Executive Committee and Advisory Council are transferred to the Director of PR-OMB (Director). The Director is now vested with full administrative, budgetary, and executive authority over the PRBP, including implementation of the Strategic Plan, approval of fund disbursements, and oversight of contracts and programmatic operations, ensuring a streamlined and centralized governance structure for all broadband-related initiatives. Such funds include those allocated to the GPR by the US Government under the Infrastructure and Jobs Act of 2021¹, the American Rescue Plan Act of 2021² and the PRBIF defined in [Section 2.3](#) of this RFP.

2.2 The Contracting Executive Order

On April 27, 2021, Executive Order No. OE-2021-029 (Contracting Executive Order) was issued, which requires the GPR's agencies, instrumentalities, public corporations, and instrumentalities of the Executive Branch (collectively, the Component Units) to perform an open, competitive, and public contracting process for contracts with an aggregate 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 federal regulations. On June 7, 2021, PR-OMB issued Circular Letter No. 013-2021, establishing uniform guidelines to comply with the Contracting Executive Order.

2.3 The Puerto Rico Broadband Infrastructure Fund

The GPR's Fiscal Plans for Fiscal Years 2020, through 2025 (collectively, the Certified Fiscal Plans), as certified by the Financial Oversight and Management Board (FOMB) within the purviews of the Puerto Rico Oversight, Management, and Economic Stability Act of 2016, Pub. L. 114-187 (known as PROMESA), included several measures directed towards furthering a multi-year strategic investment program that improves the GPR's services, increase competitiveness, and create growth conditions that can benefit the people of Puerto Rico. Particularly, the Certified Fiscal Plans outlined measures

¹ Issued on November 15, 2021; Pub. L. 117-58; including, the Broadband Equity Access, and Deployment Program.

² Issued on March 11, 2021; Pub. L. 117-2; including, the Capital Projects Funds.



that encourage the GPR to accelerate growth in broadband access, expand resident adoption and use of online resources throughout Puerto Rico, incentivize private sector investments in broadband build-out and improve access to faster speed offerings, support expansion efforts in unserved and underserved communities, among other things (the Broadband Measures).

Accordingly, the respective budgets of the Certified Fiscal Plans (the Certified Budgets) allocated certain funds for the Broadband Measure, known as the Puerto Rico Broadband Infrastructure Fund (PRBIF) which were appropriated as a Custody Account of PR-OMB and will be disbursed pursuant to the Certified Budgets. The Certified Budgets for Fiscal Years 2020 through 2025 redeploy the PRBIF as current appropriations, subject to adjustment at any time to the extent needed.

2.4 Available Funding

The Advertising & Design Services object of this RFP will be covered with PRBIF funding allocated for the Broadband Measures (Available Funding), as defined in [Section 2.3](#) of this RFP. If additional funds are allocated to the PRBP during the life of the contract that could be awarded under this RFP (the Contract), the Available Funding may include these additional funds for the Selected Proponent to expand the services object of this RFP, as further specified in [Section 3.2](#) of this RFP.

3. PURPOSE OF THIS RFP

3.1 Request for Proposal Objectives

Through this RFP, the Government Parties aim to obtain proposals from duly competent firms that can provide the Advertising & Design Services as defined in [Section 3.2](#) of this RFP. This RFP seeks responses from Respondents capable of providing such services and completing the related tasks required hereunder while developing a productive relationship with the Government Parties and other relevant stakeholders. The Advertising & Design Services will be funded with the Available Funding defined in [Section 2.4](#) of this RFP. In general, the Contract will set forth the terms and conditions of the Advertising & Design Services, the corresponding consideration (which will be subject to a maximum payment curve), the Further Contract Conditions and the General Federal Funds Requirements, as defined in [Section 6.5](#), among other things relevant to the objectives of this RFP.

At a minimum, the Selected Proponent shall:

- Work with the Government Parties and any other personnel on all matters that may arise concerning the engagement as per the terms of this RFP and the Contract.
- Assume sole responsibility for the complete effort required to provide the Advertising & Design Services, as defined in 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.
- Comply with applicable federal, state, and other laws and regulations governing projects initiated or supported by the GPR and/or the U.S. Government.
- All Respondents must comply with the procurement requirements set forth by the GPR, including, but not limited to, those levied by ASG.



3.2 The Advertising & Design Services

The Government Parties are hereby seeking professional services from duly competent Respondents that can provide the following professional services to the PRBP (the Advertising & Design Services):

- User Experience Design services (UX Designer) for PRBP's client-facing platform (the Platform), to ensure the Platform is useful, usable and enjoyable, which might entail the following tasks:
 - Conduct user research (i.e., interviews, surveys)
 - Create user personas
 - Design user flows and wireframes
 - Conduct usability testing
 - Improve accessibility and ease of use
- User Interface Design services (UI Designer) for the Platform, to make said display place visually appealing and consistent, which might entail the following tasks:
 - Design layouts, buttons, icons, and typography
 - Choose color palettes and visual styles
 - Create high-fidelity mockups and prototypes
 - Work with style guides and design systems
- Front-End Developer, to build the functional and visible parts of the Platform based on certain design specifications, which might include the following core responsibilities:
 - Translate UI designs into code
 - Develop interactive elements (buttons, menus, sliders)
 - Ensure responsiveness across devices (mobile, tablet, desktop)
 - Optimize performance and accessibility
 - Integrate with back-end services via APIs

3.3 Scope of Work

The Selected Proponent shall render the Advertising & Design Services for the Platform, including the following endeavors:

- Provide design and maintenance of PRBP's client-facing platform
- Carry out UX/UI improvements and responsive design optimization
- Perform content updates and accessibility compliance
- Provide Technical performance monitoring
- Execute SEO auditing and enhancements
- Render interactive data visualization for program statistics
- Develop microsites to support citizen engagement and campaign visibility
- Perform dynamic alerts and site notifications to communicate important updates
- Carry out partial automation of content areas using CMS tools
- Provide internal metrics dashboard for analytics, accessibility status and SEO tracking
- Execute content review to ensure all public-facing information is current and clearly presented
- Check structure, semantic tags, contrast, and keyboard navigation
- Implement enhancements to existing features, such as adding new sections, improving navigation, or enhancing user interactions
- Update metadata, headers, texts, images, multimedia elements, and key words to maintain visibility
- Perform test site speed and mobile responsiveness
- Manage backup and recovery plans



- Build and launch new sections or microsites (as needed)
- Document updates and suggest improvements on a monthly basis
- Communicate directly with the PRBP's team to align with current priorities
- Automate parts of the content through Webflow CMS or lightweight integrations
- Build a private metrics dashboard to monitor traffic, SEO performance, and accessibility
- Add in-site alert banners for time-sensitive or critical communications
- Create a style and content guide for future content consistency
- Improve mobile performance, especially for users in rural or low-bandwidth areas
- Manage the visual communication of the PRBP to users, media, public and private partners
- Work with the PRBP to execute strategic marketing communications and materials
- Responsible for campaign planning including measures of success
- Design and execute promotion initiatives for the PRBP
- Responsible for reviewing and approving through the line execution
- Conduct planning sessions with PRBP's management, staff and key stakeholders
- Perform concept development, including quality graphic design
- Render professional third-party review of our current communications strategic plan
- Work with the PRBP's Executive Director and senior management to design a communication and marketing plan that visually identifies the program's key messages, target audience(s), and potential communication actions
- Support outreach firm with invites and graphic materials
- Manage the PRBP's social media outlets
- Create branding and brand experiences to connect with communities and drive more engagement
- Develop position papers and programs to anticipate and contribute to the public debate regarding access to information and communications policy
- Work with the Executive Director and Broadband team to incorporate visuals identified in the work sessions into a final version of the Board's communication plan, and to develop a detailed implementation plan that focuses on implementing identified priorities
- Provide recommendations and strategies as deemed appropriate to enhance the Program's image, messaging, and brand identity
- Develop videos, newsletters, social media and website content, and fact sheets for District events, initiatives, projects, and services
- Develop and implement strategies for countering misinformation and misconceptions
- Provide the PRBP and OMB team with guidance on advertising best practices as a critical Communications & Outreach Services source for social media content, as well as the creation of graphic arts and implementation of these strategies
- Identify appropriate imagery to aid social media posts' work impact and reach
- Build messaging that can be used in various channels, including social media, and paid traditional media, to target critical audiences through timely and relevant channels to drive awareness, create an emotional connection, educate on important actions, and drive traffic to the website & program
- Assist with event production and promotion (as needed)
- Manage the production and delivery of printed materials such as brochures, posters, banners, informational cards, and other promotional graphic resources, ensuring quality, timeliness, and compliance with branding guidelines
- Assist in the coordination and management of suppliers for event production (as needed)



- Submit monthly reports to the PRBP by summarizing activities during the previous month before identified due date
- Meet with the Community Outreach Manager and Coordinator to discuss reports and deliverables
- Incidental or related tasks to the services described herein, as reasonably requested by the Government Parties and within the expertise area(s) of Respondents.

The Selected Proponent must perform the Advertising & Design Services during the GPR's Fiscal Year 2025 – 2026, upon the execution of the Contract that could be executed pursuant to this RFP.

As indicated in Section 2.4 of this RFP, Respondents are hereby advised that if additional funds are allocated to the Available Funding defined thereunder during the life of the Contract, the Selected Proponent may be assigned to work on those future services to accommodate other similar programs yet to be defined. Furthermore, there is no guarantee of a minimum level of services which may be requested by the Government Parties under the Contract.

3.4 Qualifications

Respondents shall demonstrate that its Key Personnel meets the desired requirements listed hereunder and have the necessary experience and knowledge to successfully render the Advertising & Design Services (for purposes of this RFP, the term Key Personnel are defined as those team members who will be assigned and perform the endeavors related to the services object of this RFP, or a substantial portion of them):

- Ability to deliver high quality services as outlined below with skill, integrity, confidentiality, accuracy, and expertise
- Must have Creative Advertising and Design experience gained within a B2C environment
- Previous experience within Government, Telecoms or Broadband would be an advantage
- Show excellent stakeholder, agency, and communication skills (English and Spanish)
- Proficient use of Microsoft Office, design and project managing tools and software
- Availability to start with little or no notice
- Demonstrate knowledge concerning Information Technology (IT) and their administration, procedures, and policies, including in-depth knowledge of broadband, technology, communications functions, and best practices
- Have an established reputation for superior consulting
- Experienced in conducting similar Advertising and Design Strategies
- Possess a comprehensive understanding of how government organizations are structured and function (preferably in the IT sector)

3.5 SAM Registry

As indicated in Section 2.4 of this RFP, given that additional funds might be allocated to the Available Funding, which may include federal funds, Respondents must be registered in the System for Award Management (SAM) to be considered for this RFP. If not yet registered, Proposers must include evidence of registration when submitting their quotes. Prior to awarding the Contract, the relevant Government Parties will obtain contractor clearance.

To obtain clearance, the Government Agencies will search <https://www.sam.gov/SAM/> to verify whether the contractor is or is not debarred using the Unique Entity Identifier ("UEI").



THEREFORE, THE PROPOSERS MUST POSSESS A UEI NUMBER AND BE REGISTERED IN SAM AT THE TIME OF THE PROPOSAL SUBMISSION OR INITIATE THE REGISTRATION PROCESS RIGHT AFTER THE PROPOSAL SUBMISSION. FOR MORE INFORMATION ABOUT SAM, GO TO <https://www.sam.gov/>

4. 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 as 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.

Proponents 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 applicant's management
- Quarterly reports on Scope of Work activities
- Reporting and updating timelines
- 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. Respondents are hereby advised that any invoicing and/or payments under the potential Contract that could be executed pursuant to this RFP could be made through task orders, hence the importance of the Deliverables defined hereunder.

5. PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Proposal Requirements

This section provides guidance for the submission requirements of this RFP, subject to the Disclaimers of the Government Parties. 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 Proponent based on the Evaluation Criteria indicated in [Section 5.1](#) of this RFP.

All proposals must meet the requirements stated in this RFP. The proposal shall be submitted no later than **June 27, 2025, at 11:59 PM, Eastern Standard Time³** (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 delivered after the Proposal Due Date shall be considered late, rejected, and could be returned to the Proposer, subject to the Disclaimers of the Government Parties. 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 PROPOSAL 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 via e-mail to the following email address (also specified in this RFP): bandaancha@ogp.pr.gov. The subject on the electronic submittal shall read as follows:

Re: 'Request for Proposals for Advertising & Design Services

5.2 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, 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 5.3.1](#) of this RFP.

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

³ Taking into consideration Daylight Savings Time.



conform to the page limitations identified in this RFP. Proposals must be presented in Arial (not Arial Narrow), 12-point font, including 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.

5.3 Proposal Contents and Organization:

Proposals submitted under this RFP must contain the following sections, organized pursuant to the requirements set forth in this [Section 5.3](#):

Section	Description
Section A	Cover Letter & Executive Summary
Section B	Background on Firm & Team Qualifications
Section C	Availability of Resources
Section D	Work Plan
Section E	Project Experience & References
Section F	Proposed Budget Breakdown
Section G	Financial Information
Section H	Unique or Unusual Proposer Capabilities
Section I	Other Matters Deemed Relevant by Proposer
Section J	Compliance Forms

5.3.1 Section A: Cover Letter & Executive Summary

A duly authorized official 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 the RFP's reviewers with both technical and non-technical backgrounds to become familiar with Respondent's proposal and its ability to satisfy the financial and technical requirements of the Advertising & Design Services.

5.3.2 Section B: Background on Firm & Team Qualifications

Respondents must demonstrate that they possess all the capabilities needed to successfully render and complete the Advertising & Design Services and must show effective and substantive experience relative to said professional services. Proposers 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 that it has a staff and/or a team of experienced professionals and a dynamic collaborators network that includes a broad range of organizations relative to the Advertising & Design Services. It is in the spirit of such capabilities that Respondents shall discuss their experience under this section.

As a general rule, the Government Parties will not accept proposals from joint ventures, consortiums, syndicates, professional pools, nor entities with similar arrangements, under



this RFP. However, said arrangements 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 Advertising & Design Services; (iii) describe the experience and qualifications of the firm and the key individuals that will be engaged in rendering the Advertising & Design Services, including experience with endeavors similar to said professional services (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 Advertising & Design 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. Proposers must also provide resumes or *curriculum vitae* of the Key Personnel who would be assigned to perform the Advertising & Design Services (each Resume or *Curriculum Vitae* should not exceed three pages in length and must highlight relevant experience and qualifications with respect to the services object of this RFP). 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 professional services object of this RFP, considering conflict of interest clauses mentioned in this RFP, including, but not limited to, the ones described in [Section 4.3](#) of this RFP.

Finally, each of the Respondents Principal Member(s) must provide their professional background and qualifications relevant to the Advertising & Design Services. Principal Member(s) are defined as the key figures in Respondents management.

5.3.3 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 Advertising & Design 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 such services. Moreover, 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 Proponent.

5.3.4 Section D: Work Plan

Under this Section, Respondents must provide a detailed Work Plan indicating how they plan to render the Advertising & Design 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. Proposers may reference past experiences with similar endeavors where similar services were provided, and how they anticipate their approach to the Advertising & Design Services under this RFP could differ.

Moreover, Respondents must provide a measure of confidence in their ability to adhere to the proposed timeline for the Advertising & Design Services 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 execution of said professional services.

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

In the event the Respondent envisions or anticipates obtaining support from subcontractors to execute the services object of this RFP, 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

5.3.6 Section F: Experience & References.

Under this section Respondents must provide a brief overview of their experience with engagements similar and/or related to the professional services object of this RFP. Respondents should provide enough information for the Government Parties to assess their expertise across the endeavors described in this RFP. Respondents must show effective and substantive experience relative to such professional services.

Additionally, Respondents must provide details of three (3) previous engagements providing similar services to 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.

5.3.7 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 proposed Work Plan, their estimated budget must outline the cost breakdown and fee structure anticipated to fulfill the Advertising & Design Services, as well as any technical, financial, legal, or other additional advisory services that Respondent plans to subcontract, pursuant to [Section 5.3.4](#) 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 pursuant to this RFP,



Respondents are hereby advised that their budget breakdown and/or proposed pricing structure could be reasonably updated/adjusted following well-grounded market conditions.

5.3.8 Section H: Financial Information

Under this section, Respondents must submit their 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 Advertising & Design Services. 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).

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 Advertising & Design Services, 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.

5.3.9 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 Advertising & Design Services. It is possible to expand upon topics covered in previous sections or to introduce new information about the Respondents or their Key Personnel under this section.

Additionally, under this Section Respondents should describe how they could provide the Advertising & Design Services as soon as possible and provide suggestions to the Government Parties of potential alternate approaches to complete said professional services in a more efficient manner, to the extent possible.



5.3.10 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.

5.3.11 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-Conflict of Interest Certification
Attachment C:	Non-Collusive Affidavit
Attachment D:	Anti-Corruption Code Certification
Attachment E:	Background / Financial Information Authorization Form
Exhibit 1:	Compliance Criteria
Exhibit 2:	Technical Criteria

The proposal from any Respondents that fails 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.

6. RFP GENERAL TERMS AND CONDITIONS

6.1 Procurement Process Schedule

Below is a summary schedule of the major activities associated with the procurement process through the completion of this RFP process.

The post-proposal schedule may vary from the schedule indicated below. In such a case, Proposers shall be notified to their email of record, subject to the Government Parties' disclaimers and reservation of rights indicated in this RFP.

Date	Activity
June 20, 2025	Last date for submission of questions or requests for clarifications to the RFP.
June 24, 2025 **	Answers to questions or requests for clarifications timely received by the Government Parties.
June 27, 2025	Proposals due to the Government Parties.
June 30, 2025	Complete evaluation of proposals and issue notices to Selected Proponent.

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

6.2 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 this RFP.

All questions concerning this RFP should be directed ***IN WRITING*** via electronic form:
prbif@smartisland.pr.gov

Re: 'Request for Proposals for Advertising & Design Services'

Where appropriate, responses to formal questions will be distributed by email to all Respondents on the Government Parties' 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 indicated in this RFP.

6.3 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, the Selected Proponent 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.

Respondents must provide a list of any other current or prior consulting contracts that the firm has or has 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 the Respondent. Said Proposer 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 professional services object of this RFP, 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 Advertising & Design Services is precluded from participating in this RFP. Furthermore, and considering that the Government Parties could issue additional requests for proposals related to the services considered under this RFP, 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 Respondents proposal receives the top score from the Evaluation Committee defined in [Section 5.3](#) of this RFP, 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.

6.4 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 only regarding their existing contract and duties. Under no circumstances may the Government Party employees or current contractors discuss this RFP or the 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 GPR, 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 and/or incidental regulations.

6.5 Further Contract Conditions

The contents of the proposal prepared by the Selected Proponent, with any amendment approved by the Government Parties, will become part of the 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, 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.



- Any data generated and/or systems used during the rendering of the Professional 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 Proposer has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth, 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 the 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 the 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, pursuant to Act No. 45-1935, as amended.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in Puerto Rico applies to foreign companies. It indicates that the applicant is authorized



to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in Puerto Rico.

All certifications must be current, that is, issued within thirty (30) days from the date the Selected Proponent executes the Contract. The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the Contract.

7. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

7.1 Evaluation Committee & Evaluation Criteria

All proposals will first be screened for completeness and adherence to the requirements of this RFP. The Government Parties will appoint an evaluation committee (the 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. The criteria to be considered by the Evaluation Committee for such purposes can be found in [Exhibit 1](#) attached to this RFP (the Compliance Criteria). For a Respondent to approve this assessment, it will have to obtain a score of seventy-five percent (75%) or higher. Respondents that fail this 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 aforementioned screening process, they will be evaluated and ranked by the Evaluation Committee from a technical standpoint, pursuant to the criteria set forth in [Exhibit 2](#) attached to this RFP (the Technical Criteria; together with the Compliance Criteria, the Evaluation Criteria).

Each member of the 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 Evaluation Committee. Total point assignments from each member of the 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 appropriate. If appropriate, the PRBP will approve any adjustments to be made.

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, 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 Committee, may request a Respondent to clarify a proposal if ambiguities or uncertainties are presented in the proposal or to obtain more information necessary for the Evaluation Committee to make a comprehensive evaluation. The Evaluation Committee shall report its findings and make its recommendations to the Government Parties. The Government Parties, however, may accept the recommendation of the Evaluation Committee, award the Contract to another 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 Respondents 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 Respondent and to request that proponents submit a revised experience and technical proposal and/or price proposal. The Government Parties shall award the Contract to the Respondent that submits the most advantageous proposal found to be technically sufficient and acceptable, subject to the Disclaimers reserved by the Government Parties.

7.2 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 Proposer 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.

7.3 General Selection Criteria

The Government Parties procure the Advertising & Design Services of experienced Respondents who can provide such services as described in this RFP. The Government Parties' Evaluation Criteria scoring will reflect a preference for proposals that address the core matters indicated in [Section 7.1](#) of this RFP, subject to the Disclaimers.

The Government Parties may opt to interview one or more Respondents. Following the review phase, the Government Parties could identify a Respondent for negotiation and inform all other Proposers through an 'intent to award' notification, subject to the Disclaimers. 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 according to [Section 8](#) of this RFP.

The Government Parties explicitly retain the right to negotiate with any Respondent, leveraging the submitted proposal as a foundation, to obtain their 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 Disclaimers.



8. DISCLOSURES

8.1 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. Respondents shall only be bound by their 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 Advertising & Design Services.

By responding to this RFP, Respondents acknowledge and consent to the following conditions relative to the procurement process. The Government Parties are not bound to accept any proposals if Respondents 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 (collectively, the "Disclaimers"):

- To accept or reject any and all submittals, in whole or in part
- To discuss, with any or all Respondents, 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 Respondents and to provide such questions, and Government Parties responses, to all Respondents that received a copy of the RFP
- To require additional information from one or more Respondents to supplement or clarify the proposals submitted
- To conduct further investigations with respect to the qualifications and experience of each Respondent
- To visit and contact the Respondents client(s) in any of the projects or engagements referenced in the proposals to obtain direct information regarding Respondents performance in such engagements
- To waive any defect or technicality in any proposals received
- To eliminate any Respondent that submits a nonconforming, non-responsive, incomplete, inadequate, or conditional proposal
- To investigate the technical and financial qualifications of Respondent using sources in addition to what was included in the proposals.



All costs and expenses incurred by the Respondents in the preparation and delivery of a proposal will be the sole responsibility of the Respondents. The Government Parties will not be liable for any amounts to any Respondent in any manner, under any circumstances, including without limitation, as a result of a cancelation of the RFP process. The Respondents cannot make any claims whatsoever for reimbursement from the Government Parties for the costs and expenses associated with the process. Respondents should submit their best proposals initially, since negotiations may not take place.

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

8.2 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 Respondents under this RFP rely on any oral statement by the Government Parties' agents, advisors, or consultants.

8.3 Confidential or Proprietary Information

One copy of each proposal will be retained for the Government Parties' files and will not be returned. If a Respondent considers that its proposal contains material that is confidential and/or proprietary, the Respondent 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 Respondents to be thoroughly informed and familiar with the requirements of disclosure of public documents.

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

End of RFP.

**[THIS SPACE INTENTIONALLY LEFT BLANK]
[APPENDIXES AND EXHIBIT PAGES FOLLOW]**



This template is referenced in [Section 5.3.6](#) of this RFP.

Representative Project 1:

Describe key lessons learned:

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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:

[THIS SPACE INTENTIONALLY LEFT BLANK]



10. Attachment B – Non-Conflict of Interest Certification

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ (“the Proposer”) for the procurement process referenced in the title of this document (“Procurement Process”). In such regard, I hereby certify that:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process and that, likewise, has had no direct or indirect financial interest with these for the past four (4) years.
2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.
3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process.
4. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with a public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

The Procuring Entity is highly committed to management excellence and promotes the effective use of government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico.

Continues on the next page,



In light of the above, I, the Proposer's Authorized Representative, also certify that:

I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico. I recognize that this is an essential requirement for executing transactions or setting up agreements with the Procuring Entity.

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

(Date)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proposer, who I personally known or have identified by his/her _____.

Public Notary



11. Attachment C – Non-Collusive Affidavit

I, _____, being first duly sworn, deposes and says:

_____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder; or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; or to secure any advantage against the Municipality of _____ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Name of Firm)

By:

(Signature of Proposer)

(Printed Name of Proposer)

(Position)

Affidavit No: _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Proponent. Who I personally known or have identified by his/her _____.

Public Notary



12. Attachment D – Anti-Corruption Code Certification

Act 2-2018, as amended: Anti-Corruption Code for a New Puerto Rico

I, _____, in my personal capacity and in representation of _____ (“Respondent” or “Bidder”), Tax I.D. Number _____, of legal age, with profession: _____, marital status: _____ and resident of _____, do hereby solemnly swear as follows:]

1. My name and personal circumstances are as stated above.
1. As of the date of execution of this sworn statement, neither the undersigned nor the Respondent or Bidder, or its president, vice president, director, executive director, member of Board of officers or directors, or any persons performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or has pleaded guilty in state or federal court, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated misappropriation; (b) extortion; (c) sabotage of essential public services; (d) forgery of documents; (e) fraud; (f) electronic fraud; (g) construction fraud; (h) fraudulent use, possession or transfer of cards with electronic bands; (i) illicit enrichment; (j) illicit enrichment by public official; (k) unjustified enrichment; (l) illicit enrichment of public work or services; (m) improper intervention in government operations; (n) negotiation incompatible with the exercise of public office; (p) false certifications; (q) bribery, in all its modalities; (r) undue influence; (s) embezzlement of public funds; or (t) money laundering.
2. As of the date of execution of this sworn statement and **for the twenty (20) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board of officers or directors, or any person performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) aggravated damage; (b) property retention; (c) alteration or mutilation of property; (d) filing of false documents or data; (e) illegal possession and use of tax information, receipts and payment vouchers; (f) illegal purchase and sale of goods for the payment of taxes; (g) filing false writings; (h) illegal possession of tax receipts; (i) falsification of entries in registers; (j) forgery of stamps; (k) ideological falsehood; (l) forgery of license, certificates and other documents; (m) forgery in the exercise of professions or occupations; (n) possession and transfer of forged documents; (o) possession of counterfeit instruments; (p) preparation of false writings.
3. As of the date of execution of this sworn statement and **for the eight (8) years** prior, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent’s or Bidder’s behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for any of the following crimes: (a) omission in the fulfillment of duty; (b) illegal sale of goods; (c) breach of duty; (d) negligence in the fulfillment of duty; (e) usurpation of public office; or (f) preventing the inspection of records and documents.



4. As of the date of execution of this sworn statement and **for the ten (10) years prior**, neither the undersigned nor the Respondent or Bidder, or any of its officers, including its president, vice president, director, executive director, member of board officers or directors, or any person performing equivalent functions on Respondent's or Bidder's behalf, has been convicted or has pleaded guilty in the state or federal forum, or in any other jurisdiction of the United States, for crimes against the exercise of public office or public funds as defined in the Puerto Rico Penal Code, ; Law No. 1-2012, as amended, the Government Ethics Office Enabling Act; or any other crime defined in Law 2-2018.
5. I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as the result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.
6. I accept and acknowledge that a conviction for any of the crimes specified in the above paragraphs will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction, between the undersigned, the Bidder or Respondent, and any government entity, public corporation or municipality at the date of conviction or guilty plea.
7. The undersigned and/or the Bidder or Respondent, as the case may be, commits to complying with the "Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economics Incentives of the Executive Agencies of the Government of Puerto Rico", Title III, Law 2-2018.
8. I execute this sworn statement pursuant to Law 2-2018, and the terms and provisions of this RFP.
9. I execute this sworn statement so that any government entity, public corporation or municipality has knowledge of what is herewith declared and for any administrative and/or legal purpose in relation thereto.

NOW THEREFORE, I hereby swear and sign this statement in _____,
_____, on this _____ day of _____, 20 ____ .]

DEPONENT

OATH

AFFIDAVIT NUMBER: _____

SWORN AND SUBSCRIBED before me by _____,
with the aforesaid personal circumstances and whom I have identified by means of
_____, in _____,
on this _____ day of _____, 20 ____ .

NOTARY PUBLIC



[As a requirement to participate in this RFP, the Respondent must file this sworn statement in the exact form and content as set forth herein, without alteration, exception or modification of any kind. If the Proposer is unable to execute this statement in the exact form provided herein, the Respondent shall submit a separate sworn certification stating all exceptions, clarifications or modifications to this form of sworn statement. The submission of false, incomplete or incorrect information could lead to the imposition of civil and/or criminal penalties against the Respondent.]



13. Attachment E – Background / Financial Information Authorization Form

By signing this Authorization, the Respondent authorizes the Puerto Rico Broadband Program of the Puerto Rico Office of Management and Budget to seek any background and/or financial information it deems necessary to evaluate the Respondents capacity financial in connection to the Request for Proposal for Advertising & Design Services.

Name of Respondent Entity

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



14. Exhibit 1 - Compliance Criteria

Pursuant to [Section 7.1](#) of this RFP, the Evaluation Committee will consider the following Compliance Criteria in its assessment of the proposals received under this RFP:

I. General Submission Requirements:

- 1.1 Compliance with Format Requirements.....(5 Points)
- 1.2 Responsiveness to RFP Requirements(5 Points)
- TOTAL: 10 Points**

II. Proposal Organization:

- 2.1 Cover Letter & Executive Summary(5 Points)
- 2.2 Firm Background & Team Qualifications(15 Points)
- 2.3 Proposed Work Plan(20 Points)
- 2.4 Experience & References(10 Points)
- 2.5 Budget Breakdown(10 Points)
- 2.6 Financial Information(5 Points)
- TOTAL: 65 Points**

III. Compliance Forms:

- 3.1 Attachment A: Experience Template.....(5 Points)
- 3.2 Attachment B: Non-Conflict of Interest Certification.....(5 Points)
- 3.3 Attachment C: Non-Collusive Affidavit.....(5 Points)
- 3.4 Attachment D: Anti-Corruption Code Certification.....(5 Points)
- 3.5 Attachment E: Background / Financial Information Authorization.....(5 Points)
- TOTAL: 25 Points**

TOTAL EVALUATION SCORING: 100 Points



15. Exhibit 2 - Technical Criteria

Pursuant to [Section 7.1](#) of this RFP, The Evaluation Committee will consider the following Technical Criteria in its assessment of the proposals received under this RFP:

I. Technical Review:

Work Plan	(15 Points)
Key Personnel	(15 Points)
Technical Approach	(5 Points)
Organizational Structure	(5 Points)
References	(3 Points)

TOTAL: 43 Points

II. Programmatic Review:

Services Experience	(12 Points)
Availability of Resources.....	(12 Points)
Technology Qualifications	(6 Points)
Administrative Qualifications.....	(6 Points)

TOTAL: 36 Points

III. Financial Review:

Proposed Budget Breakdown	(12 Points)
Financial Condition / Statements.....	(6 Points)

TOTAL: 18 Points

IV. Other Considerations

Other Matters Relevant by Respondent.....	(3 Points)
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TOTAL: 3 Points

TOTAL EVALUATION SCORING: 100 Points