

# **REQUEST FOR PROPOSALS**

seeking

## **GRANT ADMINISTRATOR SERVICES**

for

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

**RFP Issuance Date: November 22, 2023**

**RFP Deadline: December 22, 2023**

**RFP Number: PRBP-2023-PRBIF-03-001**

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# REQUEST FOR PROPOSALS

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The Puerto Rico Broadband Program (“PRPB”), of the Puerto Rico Office of Management and Budget (“OMB”), as defined hereunder in **Section 1.5** and **Section 1.1** of this RFP, 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 (“Commonwealth”; together with OMB, the “Government Parties”) the professional services defined in **Section 2.2** of this RFP (“Grant Administrator Services”). This RFP seeks responses from respondents capable of providing the 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 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 disclaimers and reservation of rights by the Government Parties.

The proponent(s) selected under this RFP (“Selected Proponent”) 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 Commonwealth 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 Puerto Rico General Services Administration (“ASG”, for its Spanish acronym) pursuant to Act No. 73-2019, as amended, including but not limited to the *Regulation on the Sole Registry of Bidders for the Government of Puerto Rico*, Regulation No. 9301E, issued on August 26, 2021.

**RFP Due Date: December 22, 2023, 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

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

Pursuant to the Organic Act, OMB has several powers, such as: those related to the Commonwealth'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 Organic Act empowers OMB's Executive Director to contract professional, technical, consulting, auditing, and other services deemed necessary for the execution of 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 Commonwealth's agencies, instrumentalities, public corporations, and component units, to perform an open, competitive, and public contracting process for contracts with a value above **\$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.

Thereafter, on June 7, 2021, OMB issued Circular Letter No. 013-2021, establishing uniform guidelines to comply with the Contracting Executive Order. Copy of this circular letter can be found following this link: [ogp.pr.gov/Memorandos\\_CartasCirculares/CartasCirculares/CC-013-2021.pdf](http://ogp.pr.gov/Memorandos_CartasCirculares/CartasCirculares/CC-013-2021.pdf).

## 1.3 Broadband Infrastructure Assessment

In 2011, the Puerto Rico Broadband Taskforce ("Taskforce"), a public-private partnership of broadband stakeholders, was formed with the primary goal of ascertaining the size and scope of the digital divide in Puerto Rico and identifying strategies to close it. Thereafter, in 2012, the Taskforce completed the **Puerto Rico Broadband Strategic Plan**, copy of which can be found through this link: [docs.pr.gov/files/Broadband/Documentos/Puerto%20Rico%20Broadband%20Strategic%20Plan%202012.pdf](http://docs.pr.gov/files/Broadband/Documentos/Puerto%20Rico%20Broadband%20Strategic%20Plan%202012.pdf), which addressed both demand and supply-side challenges with three inter-related policy goals: access to networks, adoption of broadband, and utilization of broadband solutions. As a starting point, this strategic plan assessed the size and scope of the digital divide across Puerto Rico by commissioning a mapping initiative to develop an inventory of available broadband infrastructure across Puerto Rico, as well as research to survey and analyze adoption and usage trends across the residential and business sectors in Puerto Rico. Following the assessment, this strategic plan adopted specific recommendations for actionable strategies designed to achieve its goals.

Following the **Puerto Rico Broadband Strategic Plan**, the Taskforce created the 2015 Puerto Rico Broadband Strategic Assessment, titled **The Gigabit Island Plan**, copy of which can be found through this link: [docs.pr.gov/files/Broadband/Documentos/The%20Gigabit%20Island%20Plan%202015.pdf](https://docs.pr.gov/files/Broadband/Documentos/The%20Gigabit%20Island%20Plan%202015.pdf) which aimed to continue moving the broadband capacity goals forward and set new goals that would provide Puerto Rico residents, businesses, and public institutions with access to broadband speeds of one (1) gigabit per second. The **Gigabit Island Plan** was built on a 2014 assessment that evaluated the state of broadband in Puerto Rico, examined strategies to accelerate broadband expansion across Puerto Rico and enabled the establishment of the gigabit network connectivity goals for increased household coverage, network speeds and capacity.

**For the avoidance of doubt, the above-mentioned Puerto Rico Broadband Strategic Plan and the Gigabit Island Plan are mentioned herein for context and historical reference purposes only and should not be used by respondents as basis for their proposals submitted under this RFP.**

## **1.4 Broadband Equity, Access, and Deployment Program**

On November 15, 2021, the US Government enacted the Infrastructure Investment and Jobs Act, Pub. L. 117-58 ("Infrastructure Act"), which authorized funds for roads, bridges, transportation safety programs, passenger and freight rail, electric vehicle chargers, power infrastructure, and broadband development, among other things.

The National Telecommunications and Information Administration ("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. Pursuant to the Infrastructure Act, on May 12, 2022, the NTIA awarded certain grants to 'Eligible Entities' – including the Commonwealth - for the Broadband Equity, Access, and Deployment Program ("BEAD Program"), through certain Notice of Funding Opportunity ("NOFO")<sup>2</sup>.

Funding available under the BEAD Program is geared towards accelerating the expansion and adoption of digital technologies, particularly broadband infrastructure, to bridge the digital divide and enhance connectivity across communities. Established to foster inclusive and equitable access to digital resources, the BEAD Program seeks to support initiatives that facilitate the deployment of broadband networks, especially in underserved or rural areas. By strategically allocating financial resources, these funds aim to stimulate technological advancement, empower businesses, and improve educational opportunities, promoting economic development and societal progress through widespread access to digital technologies. A significant portion will be allocated to support the construction of the open access conduit and fiber network and colocation facilities. This program's

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<sup>2</sup> Section I, C(i) of the NOFO defines 'Eligible Entities' as: "...any State of the United States, the District of Columbia, [the Commonwealth of] Puerto Rico, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands or, in the case of an application failure, a political subdivision or consortium of political subdivision that is serving a Substitute Entity", *Id.*

core focus is deploying broadband services to underserved locations (*i.e.*, those without any broadband service at all or those with limited broadband access<sup>3</sup>).

The National Institute of Standards and Technology (“NIST”) is an agency of the Department of Commerce, created pursuant to the National Institute of Standards and Technology Act of 1988, Pub. L. 100-418, whose mission is to promote United States innovation and industrial competitiveness. On November 15, 2022, NIST, servicing for the NTIA, awarded OMB, on behalf of the Commonwealth, \$5,000,000 for initial planning funds for the BEAD Program<sup>4</sup>. Subsequently, on June 30, 2023, the Department of Commerce notified OMB a total allocation for the Commonwealth of \$334,614,510.70 under the BEAD Program for the programs and/or measures levied in the NOFO. As of the date this RFP is issued, the BEAD Program’s performance period is from November 15, 2022, through November 14, 2027, inclusive.

## **1.5 PRPB and the Broadband Strategic Plan**

On July 11, 2022, the Governor issued Executive Order No. OE-2022-040 (“Broadband Executive Order”), creating the PRBP, which includes BEAD Program funding, other available federal funding, and local funding, among other things. The PRBP was created in response to Puerto Rico’s need for resilient, equitably distributed broadband infrastructure and the social 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.

The Broadband Executive Order also created an Executive Committee tasked with administering the PRBP, authorizing and supervising funds disbursed thereunder, among other things. The Executive Committee is composed of the following five members of the Commonwealth: [1] the Chief Executive of Innovation and Information, [2] a representative of the Telecommunications Commission, [3] a representative of OMB, [4] a representative of the Puerto Rico Treasury Department, and [5] the Governor’s Auxiliar Secretary for Innovation, Data and Technology. The Broadband Executive Order authorized the Executive Committee to procure the contracting of the necessary resources for the sound administration and operation of the PRBP through OMB, or any other duly empowered Commonwealth entity.

Furthermore, the Broadband Executive Order created a Technical Advisory Council (“Council”) to provide specialized advisory to the Executive Committee in government and public administration matters. The Council is composed of the following seven members: [1] representative for the Puerto Rico Financial Advisory and Fiscal Agency, [2] representative of the Department of Public Safety, [3] representative of OMB, [4] representative from the Puerto Rico Highway and Transportation Authority, [5] Puerto Rico Majors Federation, [6] Puerto Rico Majors Association, and [7] the Puerto Rican Alliance of Telecommunications.

Additionally, the Broadband Executive Order instructed OMB to create a Strategic Plan for the PRBP (“Strategic Plan”), to ensure that these funds are used within the terms established to do so, ensure the prompt construction of the broadband infrastructure necessary to close the digital gap in Puerto Rico, and establish necessary controls to ensure the funds are used pursuant to applicable

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<sup>3</sup> Broadband with speeds below 25 megabits per second (“Mbps”) for down streaming, and/or 20 Mbps for up streaming.

<sup>4</sup> Financial Assistance Award; Federal Award Id. Number: 72-20-B095.

regulations. On August 12, 2023, the Executive Committee issued the Strategic Plan, titled Five Year Plan of Action, copy of which can be found following this link: [docs.pr.gov/files/Broadband/Documentos/PRBB%20-%205YR%20Action%20Plan%20-%202008-12-2023.pdf](https://docs.pr.gov/files/Broadband/Documentos/PRBB%20-%205YR%20Action%20Plan%20-%202008-12-2023.pdf)

PRBP funds complement existing federally funded programs to accelerate growth and support expansion efforts in broadband access and expand the use of online resources by residents of each municipality. This fund intends to help overcome barriers to broadband expansion, ensure that all Puerto Rico residents, businesses, and public institutions benefit from this capability, and ensure that critical public institutions (for example, schools, hospitals, libraries, and government) can stay connected. It is also intended to help encourage private sector investment in broadband to build and improve access to higher-speed offerings in underserved areas. The use of this fund will be to support the engineering and management of the program, as well as the expansion and building of the open access middle mile network.

## 2 PURPOSE OF THIS RFP

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### 2.1 Objectives

Through this RFP, the Government Parties intend to choose a Selected Proponent that can provide Grant Administrator Services, as defined in **Section 2.2** of this RFP, for the PRBP's projects listed in **Exhibit 1** of this RFP (collectively, the "Projects") through certain Grant Administration Agreement ("GAA"), which will be funded with the Available Funding for the Scope of Work, as defined in **Section 2.4** of this RFP. **The Government Parties will publish a specimen of the GAA through the [smartisland.pr.gov](https://smartisland.pr.gov) soon after this RFP is published.**

**Respondents are hereby advised that the Government Parties may award one or several GAA's, which may be segmented by one or more of the Available Funding source(s) defined in Section 2.4 of this RFP, subject to the Government Parties disclaimers and reservation of rights indicated in Section 6 of this RFP. Furthermore, Respondents are hereby notified that the listed Projects could be subject to change, in which case, said list will be updated and published in the [smartisland.pr.gov](https://smartisland.pr.gov) portal.**

In general, the GAA 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 General Federal Funds Requirements (as defined in **Section 4.6** of this RFP), among other things relevant to the objectives of this RFP.

The Selected Proponent 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 to be executed between the parties;
- 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, Commonwealth and foreign laws and regulations governing projects initiated or supported by the Commonwealth and/or the US Government.

## 2.2 Scope of Work

The Government Parties are hereby seeking proposals from duly competent firms that can provide the following professional services in connection with the PRBP, the Projects, and any other similar endeavor as reasonably required by the Government Parties (the “Grant Administrator Services”, or “Scope of Works”):

- Provide Grant Administrator Services for the PRBP, including, but not limited to, the following areas: (i) Broadband Program 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 for the Scope of Work, 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.
- 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 Broadband Program, 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 Scope of Work, as reasonably requested by the Government Parties.

## 2.3 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 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.
- 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. Respondents are hereby advised that any invoicing and/or payments under the potential GAA that could be executed pursuant to this RFP will be made through Task Orders, as defined in **Section 3.3.7** of this RFP; hence the importance of the Deliverables defined hereunder.

## **2.4 Available Funding for the Scope of Work**

Available funding for the Scope of Work might include one or more of the following source(s), and/or any combination thereof: [i] BEAD Program Funds; [ii] Puerto Rico Broadband Infrastructure Fund (“**PRBIF**”); and/or [iii] Commonwealth’s Capital Project Fund (“**CPF**”; together with BEAD Program Funds and the PRBIF, the “**Available Funding**”).

The BEAD Program Funds, available under the Infrastructure Act, provides funds to build high-speed internet infrastructure, job training support, assistance to provide necessary equipment, and promoting local associations so that everyone can be connected to the internet. The PRBIF complements existing federally funded programs to accelerate growth and support expansion efforts in broadband access and expand the use of online resources for the Municipalities residents, and should help overcome barriers to broadband expansion, ensure that all residents, businesses, and public institutions in Puerto Rico benefit from this capability, and ensure that critical public institutions (e.g., schools, hospitals, libraries) can remain connected. The CPF, available under the American Rescue Plan Act of 2021, Pub. L. 117-2, helps state and territorial governments to finance capital and infrastructure projects, for the expansion of high-speed internet allowing delivering vital services that will ensure all communities have access to a high-quality modern infrastructure needed to access critical services.

Partial or complete Available Funding will fund the full deployment of the Grant Administrator Services contemplated under this RFP.

## 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 the Government Parties disclaimers and reservation of rights 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 Proponent based on the Evaluation Criteria indicated in **Section 5.1** of this RFP. The Government Parties strongly encourage proponents 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)

All proposals must meet the requirements stated in this RFP. The proposal shall be submitted no later than **December 22, 2023, at 11:59 PM, Eastern Standard Time**<sup>5</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 Government Parties disclaimers and reservation of rights levied in **Section 6** of this RFP. The Government Parties assume no responsibility for deliveries made or attempted outside of the times specified above, late deliveries or the method of delivery chosen by the proponent.

#### **PROPOSALS SHALL BE VALID FOR A PERIOD OF 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: ‘Grant Administrator Services for the Puerto Rico Broadband Program’**

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<sup>5</sup> Taking into consideration Daylight Savings Time.

## 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 proponent'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, Box 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.

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### **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 official of respondent must execute the transmittal letter. The Executive Summary, not exceeding five (5) pages, shall be written in a nontechnical style and shall contain sufficient information for reviewers with both technical and nontechnical backgrounds to become familiar with proponent's proposal and its ability to satisfy the financial and technical requirements of the Scope of Work.

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

Respondents must demonstrate that they possess all capabilities to successfully execute the Scope of Work 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 Scope of Work. It is in the spirit of such capabilities that proponents 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 Scope of Work; (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 Scope of Work, 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 respondents Principal Member(s) must provide their professional background and qualifications relevant to the Scope of Work. 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 Services requested under this RFQ. 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 Proponent.

### 3.3.4 Section D: Work Plan

Under this Section respondents must provide a detailed Work Plan indicating how they plan to execute the Scope of Work 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 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 Scope of Work execution.

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 that the Government Parties have the objective of fostering the participation of local parties in providing, or assisting to provide the Services under 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 Scope of Work, during the term of the potential contract that could be executed as a result of this RFP. Finally, respondents should describe any needs assessment and/or stakeholder engagement processes undertaken by proponent in prior experience in a technologically innovative capacity, including engagement with the unserved or underserved communities as indicated in this RFP.



### 3.3.6 Section F: Experience & References.

Under this section respondents must provide a brief overview of its experience with engagement similar and/or related to the Scope of Works of this RFP. Respondents should provide enough information for the Government Parties to assess their expertise across the endeavors described in the Scope of Work. 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 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 potential GAA 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 Scope of Work, 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.

Payments under the GAA will be made according to each Task Order issued and approved by the Government Parties. For each Task Order a negotiation process will be in place regarding resources, time employed, and materials involved. In addition to the Grant Administrator Services, Task Orders can be issued at the sole discretion of the Government parties for endeavors and/or projects that may include training services to the Government Parties employees to build internal capacity to perform the contracted Grant Administrator Services. For purposes of this RFP and/or the GAA, the term Task Order means a request for services that does not procure nor specify a particular quantity of services (other than a minimum or maximum quantity) and provides for the issuance of orders for the performance of tasks during the period of the GAA.

Respondents are encouraged to base and present their respective budget breakdowns on a per-hourly rate, rather than on a flat fee basis. However, said budget breakdowns must take into consideration the above-mentioned Task Order payment mechanism for estimated monthly tasks, or group of tasks, related to the Grant Administrator Services, as defined in **Section 2.2** of this RFP. In the event a GAA is awarded pursuant to this RFP, respondents are advised that their budget breakdown and/or proposed pricing structure could be reasonably updated/adjusted following well-grounded market conditions.

Any expenses submitted to the Government Parties for payment or reimbursement under the GAA that could be awarded pursuant to this RFP must be consistent with the US Government's General Services Administration Federal Travel Regulations ("**FTR**") and the Defense Travel Management Office ("**DTMO**") Joint Travel Regulations ("**JTR**"; together with the FTR and the DTMO, the "Expenditure Payment Regulations"). It shall be the responsibility of the Selected Proponent to

ensure that claimed expenses under the GAA that could be awarded pursuant to this RFP comply with the applicable requirements set forth in the Expenditure Payment Regulations.

### **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 Scope of Work, 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 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. For example, if the firm has experience with Smart/IoT deployments, please detail some key projects and possible solutions that could be deployed for the Broadband Program.

### **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* – PRBP’s Projects

*Exhibit 2* – Compliance Evaluation Committee, Evaluation Criteria

*Exhibit 3* – Technical Evaluation Committee, Evaluation Criteria

**The proposal from any proponent 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 Government Parties disclaimers and reservation of rights indicated in **Section 6** of this RFP.

Date	Activity
December 5, 2023	Last date for submission of questions or requests for clarifications to the RFP.
December 12, 2023	Answers to questions or requests for clarifications timely received by the Government Parties.
December 22, 2023	Proposals due to the Government Parties.
January 30, 2023**	Complete evaluation of proposals and issue notices to Selected Proponent.

**\*\* 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:

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

***Re: Grant Administrator Services RFP***

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 Government Parties disclaimers and reservation of rights included in **Section 6** 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 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. 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 Commonwealth'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 Commonwealth ("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 Scope of Work under 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 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 Scope of Work and/or 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, Puerto Rico Act No. 2-2018, and other relevant and/or incidental regulations.

## 4.5 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 GAA 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 Professional Services Providers Certification ("RUP", for its Spanish acronym), issued by ASG pursuant to the Regulation for Sole Registry of Professional Services Providers, Regulation No. 9302E, issued on August 26, 2021.
- 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.
- 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 Commonwealth of Puerto Rico, 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 Proponent executes the corresponding GAA with the Government Parties. The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the GAA. The Government Parties shall reserve the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given at least thirty (30) days prior to such proposed termination date.

## **4.6 General Federal Funds Requirements**

The Government Parties anticipate that some or all of the costs incurred under the contract that could be awarded pursuant to this RFP could be funded, partially and/or in whole, with federal funds. Consequently, any contract executed in relation to this RFP shall be governed by certain federal terms and conditions for federal grants, including any applicable circulars issued by the US Government Office of Management and Budget ("US-OMB").

Moreover, in the event any federal funding is used in the contract that could be awarded pursuant to this RFP, this procurement process 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.

Furthermore, said potential contract shall be also governed by any specific terms and conditions set forth by the awarding federal agency(ies). Below is a list of the applicable federal terms and provisions. 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 Fund Requirements"):

- Regulations and/or guidance issued by the US Government regarding: the Infrastructure Act; the Families First Coronavirus Response Act of 2020 (Pub. L. 116-127); the Coronavirus Aid, Relief, and Economic Security Act of 2020 (Pub. L. 116-260); relevant disposition of the Consolidated Appropriations Act of 2021 (Pub. L. 116-260); and/or the American Rescue Plan Act of 2021 (Pub. L. 117-2).
- 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 Financial Assistance Standard Terms and Conditions (R&D Award, and/or Federal-Wide Research Terms and Conditions, as adopted by the Department of Commerce.
- Department of Commerce's Specific Award Conditions for Multi Year Awards.
- Domestic Preference for Procurements, 2 C.F.R. Sec. 200.332.
- 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.
- Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, 2 C.F.R. Sec. 200.321.
- 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.
- US Treasury's Supplemental Guidance concerning the administration of funding for broadband projects, including, but not limited, to the SLFRF and CPF Supplementary Broadband Guidance issued on May 17, 2023, as they may be amended from time to time.



- FCC's Ownership Disclosure Requirements for Applications, as codified in 47 C.F.R. § 1.2112(a)(1)-(7)

**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. The criteria to be considered by the Compliance Evaluation Committee can be found in **Exhibit 2** of this RFP. For a proponent 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") pursuant to the criteria set forth in **Exhibit 3** attached to this RFP. The Technical Evaluation Committee will be composed of the following three (3) members, as designated by the PRBP: (i) one technical reviewer; (ii) one financial reviewer; and (iii) one programmatic reviewer. 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 appropriate. If appropriate, any adjustments made thereunder will be approved by the PRBP. If no adjustments are warranted, then the Government Parties shall award the GAA to the proposal that better serves the purposes of this RFP, subject to the disclaimers and reservation of rights levied in **Section 6** of this RFP.

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 rights reserved under **Section 6** 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 proponent, 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 proponent or proponents, or exercise any of the rights reserved by the Government Parties. The Government Parties' acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

The proponent'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 proponents to determine the final selection of the awardee. The Government Parties reserve the right to interview key personnel of the proponent before the award of the contract. The Government Parties reserve the right to conduct discussions with each and every proponent and to request that proponents submit a revised experience and technical proposal and/or price proposal. The Government Parties shall award the contract to the proponent that submits the most advantageous proposal found to be technically sufficient and acceptable, subject to the Government Parties disclaimers and reservation of rights 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 and reservation of rights levied in **Section 6** 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 cancelation of the RFP process. The proponents cannot make any claims whatsoever for reimbursement from the Government Parties for the costs and expenses associated with the process.

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

The laws of 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]***

***[ATTACHMENTS & EXHIBITS 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 111 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 – PRBP’s Projects (List)

PROJECTS & COSTS FUNDS
PR submarine Cable - Resiliency Program (adds offshore spurs to CPF design)
PR submarine Cable - Off Island (Ring) Connectivity (CPF design)
Carrier Neutral Landing Stations (CPF design)
Multiservice Centers and Internet Centers
Underground Fiber
BEAD - Underground Conduit System
BEAD - Device Subsidy & Partnership Program
BEAD - Digital Navigators & Digital Literacy Training Workshops
BEAD - Online Government Services
DE - Cyber Security Training Workshops
Public WiFi and Infrastructure
FCC ACP Program
Local Service Provider hardening & Resilient Infrastructure
Communication & Education Campaign
Quality of Service Recurrent monitoring
Workforce Development
Telecom Pole Assessment
Telecom Pole Attachments
Smart Poles for Broadband Access to Transportation
Govt Agencies FBO public service agencies & CAI's - Other programs funded
PR Safety Telecommunications Hardening & Resiliency Program

**Respondents are hereby advised that the listed Projects could be subject to change, in which case, said list will be updated in the [smartisland.pr.gov](http://smartisland.pr.gov) portal.**

## 12 Exhibit 2 – 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 Proposal received before the Proposal Due Date?.....(15 Points)
- 1.2 Proposal compliance with the Format Requirements (Sec. 3.2)?.....(5 Points)
- 1.3 Proposal responsiveness to the RFP General Requirements (Sec. 5.2)?.....(5 Points)

**TOTAL: 25 Points**

### II. Proposal Contents and Organization:

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

- 2.1 Cover Letter & Executive Summary (Sec. 3.3.1)?.....(5 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)?.....(5 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)?.....(5 Points)

**TOTAL: 65 Points**

### III. Compliance Forms:

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

- 4.1 Attachment A – Experience Template?.....(2 Points)
- 4.2 Attachment B – Non-Collusion Affidavit?.....(2 Points)
- 4.3 Attachment C – Eligibility Affidavit?.....(3 Points)
- 4.4 Attachment D – Certification?.....(3 Points)

**TOTAL: 10 Points**

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**TOTAL EVALUATION SCORING: 100 Points**

# 13 Exhibit 3 – 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, Structure, Key Personnel & References

Work Plan .....	(12 Points)
Technical Approach .....	(10 Points)
Key Personnel .....	(6 Points)
Organizational Structure .....	(5 Points)
References .....	(2 Points)
<b>TOTAL: 35 Points</b>	

## II. Technical & Programmatic Review: Experience & Qualifications

Services (SOW) Experience .....	(10 Points)
Technology & Policy Experience .....	(8 Points)
Technology Qualifications .....	(5 Points)
Administration Qualifications.....	(5 Points)
<b>TOTAL: 25 Points</b>	

## III. Financial Review: Financial Condition & Budget Breakdown

Proposed Budget Breakdown .....	(15 Points)
Financial Statements .....	(10 Points)
<b>TOTAL: 25 Points</b>	

## IV. Programmatic Review: Inclusion of SMWOB & Local Parties

Inclusion of Small, Minority, and Women Owned Business .....	(5 Points)
Engagement of Local Parties/Knowledge Transfer .....	(5 Points)
<b>TOTAL: 10 Points</b>	

## V. Other Considerations

Other considerations: .....	(5 Points)
<b>TOTAL: 5 Points</b>	

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**TOTAL EVALUATION SCORING: 100 Points**