INVITATION AND BID PACKET FOR SEALED REQUEST FOR PROPOSALS

RFP 26J-21129

DATE OF PUBLICATION: AUGUST 3, 2026

PURPOSE:

TO ESTABLISH A CONTRACT FOR THE PROCUREMENT OF TELECOMMUNICATIONS RELAY SERVICE (TRS) AND VIDEO REMOTE INTERPRETING (VRI) SERVICE FOR THE PUERTO RICO PUBLIC SERVICE REGULATORY BOARD, GOVERNMENT OF PUERTO RICO

DATE OF THE MANDATORY PRE-PROPOSAL MEETING

THURSDAY, AUGUST 13, 2026 AT 1:30 P.M.

DEADLINE TO SUBMIT REQUEST FOR CLARIFICATION (RFC)

ON OR BEFORE THURSDAY, AUGUST 20, 2026 BY 2:00 P.M.

DEADLINE FOR PROPOSAL SUBMISSION

ON OR BEFORE MONDAY, SEPTEMBER 14, 2026 BY 10:30 A.M.

DATE OF OPENING ACT

MONDAY, SEPTEMBER 14, 2026 AT 1:30 P.M.

In San Juan, Puerto Rico, August 3, 2026.

Elisa M. Maldonado Diaz
Secretary
Bid Board

JUNTA DE SUBASTAS ASG GOBIERNO DE PUERTO RICO

*All times stated are Atlantic Standard Time (AST).

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NOTICE: This Bid Packet contains the instructions, requirements, terms and general conditions for participation in the bidding process. The specifications, special conditions, and requirements are included in the annexes attached to this Bid Packet. Proponents are responsible for reading them and complying with all requirements stated therein.

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1 INTRODUCTION

The General Services Administration (Spanish acronym, ASG), pursuant to Act No. 73-2019, as amended, known as the *General Services Administration Act for the Centralization of the Procurement of the Government of Puerto Rico of 2019* (Act No. 73-2019), is the Government Entity responsible for implementing the public policy governing the procurement of goods and nonprofessional services of the Government of Puerto Rico (Government). ASG has the authority to act as the contracting and negotiating entity for all Government Entities. This includes the authority to procure the purchase and acquisition of goods and services on behalf of such entities.

This Sealed Request for Proposals (RFP) is intended to establish a contract for the procurement of Telecommunications Relay Service (TRS) for the Puerto Rico Public Service Regulatory Board of the Government of Puerto Rico. This RFP was prepared in accordance with the provisions of Act No. 73-2019. The Bid Board reserves the right to disqualify or reject any proposal that in any manner fails to comply with the requirements established in Act No. 73-2019, the Regulation in effect, or this RFP.

The publication and conduct of this RFP by the Bid Board does not obligate ASG or the Bid Board to: (i) make an award in the process; (ii) execute a contract; or (iii) reimburse any expense, of any nature, incurred by proponents in the preparation, delivery, or submission of their proposals, participation in the bidding process, or participation in the negotiation process.

1.1 DEFINITIONS AND ACRONYMS

1. **Administration or ASG** □ the General Services Administration of the Government of Puerto Rico.
2. **Award** □ represents the process of awarding or selecting a Proponent.
3. **Entities** □ a Government Entity, Exempt Entity, or municipality of the Government of Puerto Rico.
4. **Price Sheet** □ the bidding or quotation table used to provide pricing proposals for this RFP, which may not be modified or altered by the Proponent.
5. **Financial Oversight and Management Board for Puerto Rico or FOMB** □ the Fiscal Oversight Board imposed by the United States Government under PROMESA.
6. **Bid Board or Board** □ the Bid Board of the General Services Administration of the Government of Puerto Rico.
7. **Fair and Reasonable Price** □ a determination based on the evaluation of how fair and reasonable the proposed price is when compared with the prevailing market price for the same type of service.
8. **Proponent** □ (i) a natural person; (ii) a legal person; (iii) a joint venture; (iv) a partnership; or (v) a consortium of individuals or partnerships, companies, or other entities currently authorized in the federal, state, or local jurisdiction that submits a response to this RFP.
9. **Prevailing Proponent** □ a Proponent to whom the award of this RFP is made.
10. **RUL** □ ASG Sole Registry of Bidders.

1.2 TERMS

The term “days” means calendar days unless otherwise expressly stated. The words and phrases used in this Bid Packet shall be interpreted according to the context accepted in common usage; words used in the present tense include the future; the singular includes the plural; and words used in the masculine gender include the feminine and neuter genders, except where such interpretation would be absurd.

1.3 REGISTERED PROPONENTS

Any Proponent that: 1) is registered in the RUL; 2) has submitted a proposal for a bidding process; and 3) after the Opening Act does not appear as active or eligible, shall have a non-extendable term of **five (5) business days**, counted from the Opening Act, to comply with the requirements established by the Registration Office and obtain active or eligible status. No award shall be made during such period. It shall be the Proponent's sole responsibility to keep its RUL records current. If the granted term expires without the Proponent obtaining active or eligible status, the Proponent **shall be disqualified**.

The Proponent shall submit all requested documents and certifications. The Proponent shall also comply with all requirements, terms, and conditions established in the RFP Bid Packet at the time its proposal is submitted. No document from the Proponent shall be accepted after the Opening Act, except for the RUL eligibility certificate, which shall be subject to submission within the term stated above.

An ineligible Proponent will not be visible in the RUL for contracting by Government Entities. Ineligibility shall remain until the Proponent complies with the information request or submits the requested documents. It shall be the Proponent's sole responsibility to maintain and demonstrate, at all times, its active and eligible status in the RUL. **The Proponent must have eligible status in the RUL prior to the award of the RFP.**

1.4 UNREGISTERED PROPONENTS

When a Proponent that is not registered in the RUL participates in a bidding process and submits a proposal, the Bid Board shall not reject the proposal solely because such Proponent is not registered in the RUL. The Proponent shall therefore be granted a term of **five (5) business days**, counted from the Opening Act, to submit all required documents to the Registration Office and obtain eligible status in the RUL.

It shall be the Proponent's sole responsibility to complete such process fully and timely. Failure to comply, incomplete or late submission of the required documents, or failure to obtain the corresponding RUL status within the granted term shall result in disqualification from the RFP process.

1.5 RFP SCHEDULE

DATE	TIME (AST)	EVENT
3-Aug-26	N/A	Publication of the Sealed Request for Proposals
13-Aug-26	1:30 p.m.	Pre-Proposal Meeting
		On-Site Inspection (NOT APPLICABLE)
20-Aug-26	2:00 p.m.	Last day to submit the Request for Clarification
27-Aug-26	5:00 p.m.	Date responses will be issued
14-Sep-26	10:30 a.m.	Deadline for proposal submission
14-Sep-26	1:30 p.m.	Opening Act

Table 1: Sealed Request for Proposals Schedule

ASG or the Bid Board reserves the right to change the date and time of the events established in the RFP schedule. Any change shall be notified by amendment to the Proponents by electronic means and on the ASG website, in the Procurement area under the "Bids/Solicitations" section.

1.6 PROTEST OF THE RFP INVITATION AND BID PACKET

Any Proponent interested in participating in the RFP may protest the Invitation or the Sealed Request for Proposals Bid Packet, in writing, when it disagrees with the final terms, instructions, specifications, or conditions established therein. The written protest shall state the grounds on which the protest is based and shall be signed by the Proponent.

The written protest may be filed personally with the Bidding Official within **three (3) business days** following the date on which the Bid Board sends the invitation by email to the proponents or from the date of publication of the Invitation or Bid Packet in the RUS. If the date on which the invitation or bid packet is sent differs from the date of publication of the Invitation in the RUS, the term shall be counted from the date of sending. Any written protest filed outside the term established herein shall be summarily denied. A copy of the protest filed shall be notified to the proponents invited to the Sealed Request for Proposals. The written protest shall contain:

1. The bid number.
2. A detailed statement identifying the specific parts, specifications and/or conditions established in the Bid Packet whose terms are challenged.
3. The grounds on which the protest is based and any evidence supporting the argument presented.
4. A clear statement of the remedy or action requested.
5. The bidder's signature.

1.7 AVAILABILITY OF THE RFP BID PACKET

The RFP Bid Packet must be downloaded from the ASG website, in the Procurement area under the "Bids/Solicitations" section. The documents may be downloaded free of charge and shall be available beginning on the publication date stated in Section 1.5 of this Bid Packet. Any person interested in obtaining a physical copy of the RFP Bid Packet, free of charge, may visit the ASG Bid Board Office between 7:30 a.m. and 3:30 p.m., located at Minillas Government Center, North Tower, 12th Floor, San Juan, Puerto Rico.

1.8 CANCELLATION OF THE RFP

The Administration shall have the authority to cancel any Bid, Request for Proposals and/or Request for Qualifications, or any part thereof, before or after award, when it deems such cancellation necessary to protect the best interests of the Government of Puerto Rico, in accordance with Article 32 of Act No. 73-2019.

1.9 PRE-PROPOSAL MEETING (MANDATORY)

Every Proponent or person interested in submitting a proposal for the referenced RFP **MUST** access the pre-proposal meeting. Any Proponent that submits a proposal and did not participate in the pre-proposal meeting shall be disqualified.

The pre-proposal meeting shall be held virtually and may be accessed through the ASG website using the link published in the Procurement area under the "Bids/Solicitations" section. The Proponent must also access the link for the referenced RFP, which will provide the option to connect to the "Pre-Proposal Meeting." Upon connecting to the Pre-Proposal Meeting, the Proponent must register before the proceedings begin. Any Proponent that accesses the meeting after it has begun shall be disqualified. The pre-proposal meeting shall be deemed to have begun when the Secretary of the Bid Board or any representative authorized by the Bid Board has completed the attendance roll call aloud.

Participants in this meeting shall observe standards of conduct that ensure respect and decorum. Any manifestation of inappropriate conduct shall constitute sufficient grounds for disqualification.

The pre-proposal meeting shall be held on the date stated in Section 1.5 of this Bid Packet for the purpose of clarifying any questions that proponents may have regarding the RFP Bid Packet.

An associate member of the Bid Board or an authorized representative shall preside over the pre-proposal meeting. The Bid Board reserves the right to convene one or more pre-proposal meetings.

1.10 ON-SITE INSPECTION (NOT APPLICABLE)

Every Proponent or person interested in submitting a proposal for the referenced RFP shall be required to attend the On-Site Inspection. Failure to appear shall constitute sufficient grounds for disqualification.

Any Proponent or interested person that arrives at the on-site inspection after the attendance registration has concluded may not participate and shall be deemed not to have appeared.

1.11 REQUEST FOR CLARIFICATION (RFC)

Any Proponent or person interested in asking question(s) concerning any matter related to this RFP shall submit them in writing to the Bid Board using the link https://asg.pr.gov/subastas on or before the date stated in Section 1.5 of this Bid Packet under the referenced RFP number. Any question or request for clarification submitted after the date and time indicated in this Bid Packet shall not be considered.

The Bid Board shall not respond to verbal requests, except those made during a pre-proposal meeting.

The Bid Board shall publish every related clarification or interpretation on the Administration's website under the Bids/Solicitations link and shall notify interested proponents through ASG's J.E.D.I. System.

1.12 SUBMISSION OF PROPOSALS

Proposals shall be submitted on or before the date stated in Section 1.5 of this Bid Packet in the following two (2) ways:

1. Physically, at the ASG Bid Board Office, located at Minillas Government Center, North Tower, 12th Floor, San Juan, Puerto Rico, 00911; and

2. Electronically, using the link https://asg.pr.gov/subastas, identifying the referenced RFP number and uploading the offer in the "documents" section.

A Proponent that does not submit its proposal in both (2) forms required herein shall be disqualified.

The sealed envelope containing the proposal shall be identified as follows: "Attention: Proposal for RFP 26J-21126." Both the envelope or package and the electronic proposal shall include the following information: the Proponent's name, mailing address, and telephone number.

Any proposal received without the identification required herein shall be processed as regular correspondence. Under such circumstances, the Bid Board shall not be responsible if the sender loses the opportunity to submit its proposal on time, nor may the sender require that the proposal be acknowledged or claim that it was disclosed or opened prematurely.

The document physically submitted to the Bid Board Office shall be considered the official proposal. Upon receipt by the Bid Board of the envelope or package containing the proposal, it shall be marked with the exact date and time received, which shall constitute the official date and time of submission of the proposal.

The electronic proposal must include a true and exact copy of the proposal documents physically delivered. The date and time of receipt of the proposal submitted electronically shall be the date and time printed on the document. As an exception, at the discretion of the Bid Board, personal delivery may be authorized for supplemental annexes whose size exceeds the space available for electronic transmission.

If, for any reason, a physical proposal has been received but the electronic proposal has not been received by the deadline stated in this Bid Packet, the Proponent shall be notified during the Opening Act and shall have until before the end of that Act to submit it.

If a natural event or special circumstance causes the closing of the Bid Board Office and prevents receipt of proposals on the date and time indicated in this Bid Packet, proposals shall be delivered on the day the Bid Board resumes operations, at the originally established time or at any other time timely notified.

Every submitted proposal shall remain in the custody of the Bid Board and under no circumstances shall be opened before the date and time established for the Opening Act.

Proposals physically received after the deadline established herein shall be returned to the Proponent, informing it of its noncompliance with the established conditions and its disqualification. The original envelope or package used to send the proposal shall be retained and made part of the RFP record.

1.13 MODIFICATIONS TO A SUBMITTED PROPOSAL

Any modification that changes the terms and conditions of a previously submitted proposal shall be made by written communication filed with the Bid Board and shall be sent in a sealed envelope or package, duly identified with the information indicated in Section 1.2 of this Bid Packet concerning how offers are to be submitted.

Modifications submitted after the deadline established for submission of proposals shall not be accepted. Every proposal modification shall be opened on the date and time established for the RFP Opening Act together with the original proposal.

1.14 WITHDRAWAL OF A SUBMITTED PROPOSAL

A proposal may be withdrawn by written request addressed to the Bid Board and filed at any time before the Opening Act.

The Proponent may not submit a substitute proposal once its proposal for a particular procurement has been withdrawn.

1.15 OPENING ACT

The Bid Board shall open the proposals on the date stated in Section 1.5 of this Bid Packet. Any Proponent or person interested in attending the Opening Act, which shall be conducted virtually, may access it through the ASG website using the link published in the Procurement area under the “Bids/Solicitations” section. The person shall also access the link for the referenced RFP, which will provide the option to connect to the Opening Act.

If, before the date of the Opening Act and for reasons beyond the control of the Bid Board or ASG, the envelope or package is found open because it was not properly identified, or has been tampered with or damaged, the Secretary of the Bid Board shall contact the concerned Proponent so that the Proponent personally verifies the envelope or package and the documents it contains, places them again in another properly identified sealed envelope or package, and formally delivers the bid. The proposal submission date shall remain the original receipt date. Minutes of the incident shall be prepared, the opened, damaged, or tampered package shall be attached thereto, and the Proponent shall sign at the bottom of the minutes indicating the date and time of the inspection of the envelope or package.

The Opening Act shall be public, but the contents of the proposals shall not be read aloud. When the proposals are opened, only the identity of the proponents shall be announced. The purpose of the Opening Act is to allow interested parties to verify which proposals were received.

Every proposal, evaluation, discussion, and negotiation shall remain confidential during the evaluation and negotiation process until award. During that period, only members of the Auxiliary Administration for Procurement, the Bid Board, and the Bid and Proposal Evaluation Committee, in addition to the Administrator, shall have access to the proposals and the evaluation results.

1.16 MEETINGS WITH PROPONENTS

If the Bid Board has decided to hold meetings to clarify aspects of the proposal with proponents whose offers or proposals are within the established selection parameters, those meetings shall be conducted following the procedures established in Act No. 73-2019, this Bid Packet, and the best practices established for public bidding, government ethics, and any other applicable rules.

2 PROPOSAL FORMAT REQUIREMENTS

2.1 FORM

The Proponent shall submit its proposal on the form provided for that purpose. If it is necessary to clarify or describe the proposal in greater detail, the Proponent may add pages. Additional pages may be completed by hand in legible handwriting or by any technological means and shall be on the Proponent's letterhead.

2.2 PROPOSAL FORMAT

Original documents shall be submitted with the physically delivered proposal.

Proposals shall be submitted using the following format:

- 8½ by 11 inch paper.
- Documents submitted electronically shall be in "PDF" format.
- The Price Sheet shall be submitted in "PDF" and "Excel" formats.

2.3 PROPOSAL CONTENT

Every bidder or interested person shall physically submit one (1) original offer in a sealed envelope at the Bid Board Office. Documents shall not be bound, and folders or plastic sleeves shall not be used. Bidders may use binder clips for the documents.

The offer shall include the following documents:

a. Cover Letter; see Section 2.4 of this Bid Packet.

b. Bid Bond; see Section 5.8 of this Bid Packet.

c. Proponent's Proposal; see Annex I.

d. Price Sheet.

e. Annex II, as applicable.

f. Two (2) Past Performance Questionnaires on the form provided; see Form JSGPR-001.

g. A current resolution or supporting document establishing the applicable percentage under preferential laws and the regulations adopted thereunder, issued by the Puerto Rican Industry Investment Board, if applicable. In any event, if the Proponent does not submit such document with its proposal, the related percentage shall not be applied to the submitted proposal.

h. Any other document or certification required in this Bid Packet or in the attached documents.

In compliance with the federal *Paperwor Reduction Act of 1995*, proponents shall not be required to submit with their proposals the invitation, the Bid Packet, or the amendments to this RFP, except for the annexes and documents required in this RFP.

2.4 COVER LETTER

The Cover Letter must be clear and concise and include sufficient detail for an effective evaluation and to support validation of the statements contained therein. The Cover Letter shall also contain any information the Proponent believes the Board should know and consider as part of the evaluation. The Proponent shall assume that the Government has no prior knowledge of its experience or best practices.

The Cover Letter shall be signed by the person authorized in the RUL for such purpose or by the person who will submit the Proponent's documents to the RUL if the Proponent is not registered.

ASG reserves the right to request from the Proponent, its clients, or third parties (whether or not listed by the Proponent as references) additional information to corroborate the information subscribed by the Proponent in its proposal.

2.5 PROPONENT'S PROPOSAL

The proposal shall be endorsed (beneath the signature) by the Proponent's authorized representative who appears as authorized and registered in the RUL, in the space provided for that purpose in the form identified as Annex I to this RFP Bid Packet, "Bidder or Proponent's Proposal." If the Proponent's authorized representative is not authorized in the RUL, the proposal shall be endorsed by the person who will submit all required documents to the RUL.

The Proposal must be signed with indelible ink or a blue-ink pen in the space provided. The Proponent's electronic signature is authorized on the submitted proposal. Failure to comply with these requirements shall result in rejection of the proposal.

2.6 PRICE SHEET

Proponents shall state on the Price Sheet provided with this Bid Packet the price of their proposal for each item established therein, considering the scope of work, specifications, terms, and conditions indicated in this Bid Packet, as well as its amendments and notices.

If applicable, prices shall include the unit cost, transportation, hauling, disposal, warranty, storage, delivery, and everything necessary to provide the service specified in this Bid Packet.

Proponents must use the format provided and follow the instructions for completing the Price Sheet. If any Proponent makes omissions or changes to the Price Sheet format, the Board reserves the right to reject the proposal in its entirety.

2.7 AUTHORIZED PERSONS CERTIFICATION

Annex II must be submitted only when the Proponent's authorized representative is not authorized in the RUL or when the Proponent wishes to authorize personnel in addition to those established in the RUL to sign the proposal (Annex I) and execute any type of document required as part of such appearance. The proposal shall include the Annex corresponding to the type of business.

2.8 CORRECTIONS

Every proposal shall be submitted in a legible, clear, complete, and accurate form. Varied or ambiguous offers shall not be considered. Corrections to proposals arising from apparent errors must be initialed by the Proponent; otherwise, the proposal shall be invalidated as to the corresponding item or items. Proposals containing corrections made with correction ink, white ink, correction tape, or "liquid paper" that are not initialed shall not be accepted.

2.9 CONFIDENTIAL INFORMATION

Proposals submitted by Proponents shall become part of the record of the RFP in which they participated and shall become property of the Administration, regardless of whether this RFP is cancelled or awarded. Nevertheless, confidential information constituting trade secrets or any other information protected by copyright, among other legal provisions, may not be disclosed by the Administration, the Board, or another Government Entity. Accordingly, any information that constitutes confidential and protected information shall be attached to the proposal by the Proponent on a separate sheet titled "Confidential and Protected Information."

The contract ultimately awarded and all prices established therein shall not be considered confidential or proprietary, and such information may be made available to the public.

ASG and the Bid Board shall not disclose information identified by the Proponent in its proposal as confidential, proprietary, or privileged, or information related to trade secrets or proprietary or privileged information. Information concerning prices offered may be made public after notice of award.

3 ADMISSIBLE AND INADMISSIBLE PROPOSALS

3.1 INCOMPLETE PROPOSALS

If a Proponent submits prices for some services, works, or goods and omits others, it shall be understood that the Proponent is interested in bidding only on those services for which a proposal was made.

If a Proponent does not wish to bid on an item, the Proponent must enter "N/B" ("no bid") in the corresponding tab of the Price Sheet.

The Bid Board reserves the right to award by item.

3.2 NONRESPONSIVE OR UNACCEPTABLE PROPOSALS

By submitting its proposal, the Proponent shall limit itself to offering or bidding what is requested in compliance with the specifications and conditions established in this RFP Bid Packet. The specifications establish minimum requirements. Any proposal that exceeds the requested specifications may be accepted, provided it does not substantially alter the characteristics of the goods, works, or services requested in this RFP Bid Packet in such a way that it could be interpreted as unfair competition.

The Bid Board shall not consider proposals that add or delete specifications or conditions required in this Bid Packet, or that alter, infringe, modify, or vary them.

3.3 MULTIPLE PROPOSALS BY THE SAME BIDDER OR PROPONENT

If a Bidder or Proponent submits several separate proposals for the same RFP, whether in its own name or under pseudonyms, through any of its subsidiaries or branches, or through one or more of its partners, agents, or officers, all proposals submitted by the Proponent shall be rejected. Each case shall be analyzed individually, considering the industry, available bidders, and other factors.

No person or legal entity may join or participate, directly or indirectly, as a member of the work team of more than one Proponent. Every person or legal entity participating in this RFP must ensure that any other person or legal entity related to it does not join or participate, directly or indirectly, as a member of the team of another Proponent. A person or legal entity is "related" to another person or legal entity if one can exercise control over the other, or if each is under the direct or indirect control of the same person or entity. A person or legal entity exercises "control" over another if it has the ability to determine the outcome of decisions concerning financial or operating policies, whether formally or informally.

Every Proponent, whether a natural person or legal entity, whose commercial enterprise, business organization, corporate structure, company, or "holding company" (Partnership, Corporation, or Limited Liability Company "LLC" that controls all or the great majority of the shares of its group of companies) groups or represents multiple DBAs, various subsidiary or affiliated corporations, branches, companies, among others, shall quote, bid, or submit proposals solely in the name of the natural person (if the owner of multiple DBAs) or in the name of the principal or parent business ("holding company") in the case of a legal entity.

3.4 LIMITED OFFER

A Proponent that believes it can maintain its prices only for a specified period shall so state in its proposal, specifying the term (exact date) during which it maintains or guarantees the proposal. If the Proponent does not specify the term during which it guarantees its proposal, it shall be understood that the Proponent maintains its proposal (offered price) through the corresponding award and notice.

The Bid Board reserves the right to confirm with a Proponent that submits a limited offer whether it will maintain the offer through completion of the process. If the Proponent maintains the offer, it must submit that confirmation in writing to the Board. If, at the time of award of the RFP, the validity date of the proposal indicated by the Proponent has expired and the Proponent has not submitted a written statement maintaining the proposal, the Board may not consider it. This shall likewise apply when Proponents are qualified for a Best and Final Offer (BAFO).

3.5 ADEQUATE COMPETITION

Every Proponent or person interested in participating in this RFP **ACCEPTS AND ACKNOWLEDGES** that the Bid Board issues this Bid Packet for the purpose of establishing a contract for the procurement of Telecommunications Relay Service (TRS) and Video Remote Interpreting (VRI) service for the Puerto Rico Public Service Regulatory Board, Government of Puerto Rico.

3.6 PREFERENCE LAW

Unless the bid is funded in whole or in part with federal funds, or exceptions exist, ASG and the Bid Board shall fully comply with the preference policies established in the following legal provisions:

- Act No. 14-2004, as amended, known as the "Investment in Puerto Rican Industry Act";
- Act No. 129-2005, as amended, known as the "Government Procurement Reserve Act of the Commonwealth of Puerto Rico";
- Act No. 253-2006, known as the "Multiple Selection Contracts in Procurement Processes Act."

a. USE OF THE PREFERENCE PERCENTAGE: A Proponent seeking recognition of the assigned preference percentage (%) shall submit, together with its proposal, the current resolution granted by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body, in order to validate its preference. The resolution shall identify the item or items to which the preference has been granted.

b. ASSIGNMENT OF THE PREFERENCE PERCENTAGE: A company that has obtained a preference percentage based on manufacturing for any of its products may assign it to its agents established in Puerto Rico by notarized letter expressly stating that it assigns to each agent the preference percentage granted for such product by the Puerto Rican Industry Investment Board or any other governing body. Such letter must be approved and bear the official seal of the Government Entity that issues it.

c. APPLICATION OF THE PREFERENCE PERCENTAGE: The preference percentage (%) shall be applied to the prices offered by the Proponent for the service, work, or good.

d. CURRENT RESOLUTION: In every purchase made under a contract resulting from this Bid Packet, a Proponent that has obtained a preference percentage (%) for its products must present, at the time of each purchase, the current resolution issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body. Failure to present the current resolution shall preclude the Proponent from receiving the benefits of such laws.

e. As applicable, the provisions of the "Local Construction Contractors and Suppliers Preference Act," Act No. 42-2018, as amended, shall be observed. Accordingly, every Proponent considered a Local Business or Local Supplier, as defined in Article 2 of Act No. 42-2018, must demonstrate such circumstances by submitting the corresponding Certification with its offer or proposal. If the Proponent does not submit such Certification with its proposal, it shall be barred from presenting any claim related to application of the preference percentage established in Act No. 42-2018.

3.7 FEDERAL ENERGY CONSERVATION ACT

Every Proponent offering equipment, machinery, or a vehicle that consumes electrical energy or fuel for operation shall state in its proposal that the equipment, machinery, or vehicle complies with the requirements established by the Federal Energy Conservation Act.

4 EVALUATION, SELECTION, AWARD AND ADMINISTRATIVE REVIEW

4.1 EVALUATION

The Bid Board, the ASG Purchasing and Bid Specialist, or the Bid and Proposal Evaluation Committee, as applicable, shall evaluate proposals based on compliance with specifications, terms and conditions, past performance, financial capacity, technical capacity, price, and what represents the Best Value for the Government of Puerto Rico.

In the first phase, a preliminary evaluation shall be conducted in which the proposals shall be examined to verify that they comply with the non-curable or mandatory terms and conditions established in this RFP Bid Packet. If the evaluation shows that the Proponent failed to comply with one or more of the criteria established in Annex III, its proposal shall be **summarily rejected** by the Board, without further proceedings.

Proposals that **comply with all criteria** established in Annex III shall continue in the evaluation process.

In the second phase, the Bid and Proposal Evaluation Committee or the Purchasing Specialist shall evaluate, by assigning points, the Proponent's past performance, financial capacity, technical capacity, delivery term, warranty, and price, and shall submit to the Bid Board a duly supported recommendation. The points awarded shall be based on the Proponents' performance under the criteria stated below and shall serve as a guide to the Bid Board during evaluation. The Bid Board, in coordination with the Requesting Agency or Evaluation Committee, as applicable, shall approve the distribution of points among the different criteria to be used in the evaluation of proposals.

Criterion	Maximum Score
Past Performance	20
Financial Capacity	10
Technical Capacity	30
Price	40
TOTAL	**100**

Table 2: Evaluation Breakdown

Upon receipt by the Board of the corresponding recommendation, it shall proceed to analyze the proposals and the initial recommendations to determine whether or not to accept them.

In cases in which none of the Proponents satisfies one of the criteria established in this Bid Packet, the Bid Board may eliminate the score reserved for that criterion for all bidders and use as the base score the sum of the remaining criteria. If this occurs, the Board shall so state and explain the basis for its decision in the Resolution awarding the bid.

The Board may reject any proposal when a Proponent receives zero (0) points in any of the evaluation criteria established in this Section.

Proposals that, in the second phase, as a result of the Bid Board's evaluation, obtain at least one-half of the points in the sum of all criteria, excluding the price criterion, shall be Qualified Proponents eligible to continue in the process. Proposals that, in the second phase, do not obtain the minimum score required herein shall be rejected.

Upon completion of this second phase, the Board may determine, based on the existence of full and open competition or on prior experience concerning the cost of the product or service, that an award may be made without further discussion of the initial proposals.

If the Bid Board determines that proposal discussions or negotiations should be conducted, it shall begin the BAFO process in compliance with this Bid Packet and the regulations in effect. The Bid Board shall invite to the BAFO those proponents that comply with the provisions established in the Bid Packet, affording them fair and equal treatment with respect to the opportunity to discuss and revise their proposals. Nevertheless, because the information addressed in such meetings may vary for each Proponent, revisions or discussions shall be based on the particular facts and circumstances of each proposal.

Upon receipt of the final proposals, the Bid and Proposal Evaluation Committee or the Purchasing Specialist shall conduct the final evaluation and submit its final recommendation to the Bid Board. The Board shall carefully weigh the offers and recommendations received to determine which proposal or proposals comply with all terms, conditions, specifications, requirements, and provisions established in this RFP and which represent the Best Value for the Government of Puerto Rico.

4.1.1 PAST PERFORMANCE

The Proponent's prior performance and experience shall be evaluated at the time of award. The evaluation shall be based on the information submitted by the Proponent in its proposal and validation thereof.

For the past performance evaluation, Proponents must comply with Annex IV.

The Bid Board reserves the right to contact clients or references, whether or not provided by the Proponent, in order to corroborate the Proponent's past performance.

4.1.2 FINANCIAL CAPACITY

The Proponent's financial capacity shall be evaluated to determine whether it possesses the fiscal stability necessary to comply with this RFP. The evaluation shall be based on the information submitted by the Proponent in its proposal and validation thereof.

For the financial capacity evaluation, Proponents must comply with Annex IV.

Proponents may provide a summary of finances and projections for the next five (5) years. Audited Financial Statements, or their equivalent for small or medium-sized businesses, supplied in the RUL may be evaluated to understand the Proponent's financial capacity.

4.1.3 TECHNICAL CAPACITY

Technical capacity shall be evaluated to determine whether Proponents are capable of satisfactorily meeting the needs and requirements of the Government of Puerto Rico. The evaluation shall be based on the information submitted by the Proponent and validation thereof.

For the technical capacity evaluation, Proponents must comply with Annex IV.

4.1.4 DELIVERY TERM AND WARRANTY

As applicable, shorter delivery terms and more comprehensive warranties shall be taken into consideration and may be determinative at the time of award. During the point-scoring evaluation, the shortest delivery term and the most comprehensive warranty shall receive the maximum score available for such criteria. In establishing their delivery terms and warranties, Proponents must comply with Sections 5.3 and 5.10 of this Bid Packet.

4.1.5 PRICES

The price proposal shall be analyzed to determine whether prices are fair, reasonable, and competitive and whether they represent the Best Value for the Government of Puerto Rico.

Fair and Reasonable Price means an evaluation by the Government of any price proposed by a Proponent for the different types of goods and services. Prices shall be evaluated to determine how fair and reasonable they are when compared with market value.

4.1.6 BEST AND FINAL OFFER ("BAFO")

The Bid Board may request a BAFO from Qualified Proponents (as defined in Section 4.1), through which they shall have the opportunity to submit their final and most attractive price, clarify any information provided in the original offer, or amend it. The schedule for submission of the final offer shall be published on the ASG website under the Bids/Solicitations link for the referenced RFP, https://asg.pr.gov, and shall be communicated directly to all Qualified Proponents.

4.2 SELECTION

The Bid Board shall examine all final proposals submitted before making any determination on the award. The Bid Board is not required to adopt the recommendation of the Bid and Proposal Evaluation Committee or the Purchasing and Bid Specialist. If the Board does not accept the recommendation, it shall conduct its own evaluation and assign the corresponding score in compliance with the provisions of the Bid Packet.

4.3 TIE BETWEEN OFFERS OR PROPOSALS

If a tie occurs among local Proponents, Proponents from the United States, or Proponents from foreign countries, preference shall first be given to Puerto Rican proponents, second to those from the United States, and third to those from foreign countries, considering the proposals that represent the Best Value for the Government of Puerto Rico.

4.4 REJECTION OF ALL PROPOSALS

The Bid Board may reject any or all proposals submitted for an RFP process in the following situations: (a) proponents fail to comply with any requirement, specification, or condition stipulated; (b) the prices obtained are unreasonable or the terms are burdensome; (c) the proposals demonstrate that proponents control the market for the requested product and it is understood that they have agreed among themselves to quote excessive prices; (d) the offers exceed the allocated budget; or (e) they do not represent the best interests of the Government of Puerto Rico. In the case of subsection (c), the matter shall be referred to the Department of Justice in accordance with Article 32 of Act No. 73-2019.

4.5 AWARD

The Bid Board shall award the bid to the responsive Proponent or Proponents whose proposals represent the Best Value for the Government of Puerto Rico. The Bid Board reserves the right to make an award to one or more Proponents.

Once the Bid Board makes the corresponding award, it shall notify its final determination by Resolution or Notice of Award. The Resolution shall be sent to the email address indicated by the Proponent in Annex I. If no email address is established in Annex I, notice shall be sent to the email address registered by the bidder in the RUL.

Notice of award of the RFP shall not constitute a formal agreement between the parties. For this Sealed Request for Proposals, a contract must be executed between the Requesting Entity and the Proponent to whom the award is made, or a Purchase Order must be issued, as determined by the Administration. The Government of Puerto Rico shall not be considered committed or in any manner obligated by any award until the corresponding contract or Purchase Order, as applicable, has been formalized and perfected.

4.6 ADMINISTRATIVE REVIEW

A party adversely affected by a decision of the Bid Board may, within ten (10) calendar days or the term in effect by law at the time notice of the resolution containing the determination is given, file a request for review with the Bid Review Board of the General Services Administration at juntarevisora@asg.pr.gov. This term shall begin to run from the date the determination of the bid is deposited in the United States mail or sent by email.

If the date of filing in the record of the copy of the notice of the final determination differs from the date of deposit in the United States mail or sending by email, the term shall be calculated from the date of deposit in the United States mail or the email, as applicable.

The reviewing party shall notify a copy of the request for administrative review to the ASG Administration and the Bid Board at the following email addresses: administracion@asg.pr.gov and juntadesubastas@asg.pr.gov. It shall simultaneously notify the provider or providers that received the award under this RFP. This requirement is jurisdictional. In the request for review itself, the reviewing party shall certify to the Bid Review Board its compliance with this requirement.

Notice shall be made by certified mail, return receipt requested, and by email. The reviewing party shall also notify all proponents that participated in the RFP.

5 GENERAL CONDITIONS

5.1 TRANSPORTATION, HAULING AND DELIVERY

The quoted prices must include the costs to be assumed by the Proponent for transportation and hauling of the goods necessary for performance of the service established in this bidding process through final delivery at the place designated by the Requesting Entity.

5.2 QUOTED PRICES

Every Proponent must quote on the basis of fair and reasonable prices for the services, goods, or works included in the bidding process. The quoted price shall include discounts offered for prompt payment and requested volume.

In the event of a mathematical discrepancy between the total cost indicated in the Bid Table and the actual sum of the prices by item in the offers received, the cost by item shall prevail if the difference between both amounts is no greater than one-half of one percent (0.5%).

Prices offered by the Proponent shall remain fixed during the term of the contract or Purchase Order to be awarded and shall not be subject to changes due to increases in the market or for any other reason, whether foreseeable or not, except as provided in Section 6.4 of this Bid Packet.

5.3 DELIVERY

The Proponent shall state in its proposal the term within which the goods will be delivered, the works completed, or the services included in its offer provided, indicating days, weeks, or months.

When a Proponent states that its delivery term is “immediate,” it shall be understood to mean within the next twenty-four (24) hours after issuance of the Purchase Order or Notice to Proceed.

Requesting Entities may establish the delivery term for the goods, works, or services being procured according to their needs.

Deliveries or services shall be made within the period offered by the Proponent, beginning upon receipt of the Purchase Order or on the date established in the Notice to Proceed if a contract is executed.

If the Proponent breaches the contract due to delay in delivery of the contracted service, the Finance Office, when processing payment, may deduct one-half of one percent (0.5%) of the value of the portion of the contract in default for each business day of delay; provided that the total amount deducted as damages shall at no time exceed ten percent (10%) of the contract amount for the corresponding item. Likewise, the bond guaranteeing performance of the contract shall be liable for payment of such damages.

The amount for late delivery of a construction works project shall be established as provided by the regulations in effect for such purposes.

The amount payable for delays in delivery of the service shall in no manner constitute a penalty, but rather agreed damages between the parties to compensate the Government of Puerto Rico for additional expenses and other inconveniences.

For bids funded in whole or in part with federal funds, the applicable federal regulation shall govern.

If no term different from the maximum delivery term established in the Bid Packet is indicated, signature of the Offer shall be deemed acceptance of the established maximum term.

5.4 STORAGE

Where applicable, Proponents shall be responsible for expenses related to storage of the goods, if any. The Government shall not be responsible for any tax or fee associated with storage of the goods, if any. ASG reserves the right to conduct storage and inventory audits that are duly pre-approved and scheduled at least once a year, if applicable.

5.5 SIGNS IN WORKS PROJECTS

The Contractor shall provide and install a 4’ x 8’ sign. The design and information shall be provided by the Requesting Agency. The sign must include the logo of the Requesting Agency, ASG, and the Government of Puerto Rico, as well as any other logo requested by the Requesting Agency.

5.6 SAMPLES

If the Bid Board requires representative samples of the goods offered, the Bidder shall deliver them to the Bid Board Office within the term indicated in the notice or in the RFP Bid Packet. Proponents that fail to comply with the Board’s request shall be disqualified. Samples submitted for evaluation shall be free of charge and shall be identified with the item or line number represented, the RFP number, and the Proponent’s name.

The Proponent may collect the samples within ten (10) days after verbal or written notice by the Bid Board. Neither ASG nor the Board shall be responsible for breakage or damage suffered by the samples while they are under evaluation or inspection.

In the case of Prevailing Proponents, their samples may be retained for proper contract administration. If returned, the Prevailing Proponent must keep them available for inspection at any time during the contract term.

5.7 INVOICING METHOD

Every invoice submitted for payment to the Requesting Entity shall contain the following certification:

Under penalty of absolute nullity, I certify that no public servant of this agency is a party to or has any interest in the profits or benefits resulting from the contract that is the subject of this invoice, and that if any such person is a party to or has an interest in the profits or benefits resulting from the contract, a prior waiver was granted. The sole consideration for supplying the goods or services that are the subject of the contract has been the payment agreed upon with the authorized representative of (name of agency). The amount of this invoice is fair and correct. The construction wor has been performed, the products have been delivered (the services have been rendered), and payment has not been received.

5.8 PAYMENTS

The Requesting Entity shall process payment in accordance with the respective applicable laws and regulations.

5.9 BONDS

Bonds in amounts less than those required shall not be accepted. Failure to comply with this requirement shall result in rejection of the proposal or cancellation of the award.

a. BID BOND

The Bid Bond shall be provisional security furnished by the Proponent for the purpose of assuring the Government of Puerto Rico that the Proponent will maintain its proposal throughout the RFP process.

For this RFP, a Bid Bond in the amount of **fifteen thousand dollars ($15,000.00)** is required for the proposal submitted by the Proponent. ASG and the Bid Board shall not accept a bond in an amount less than that established herein or issued in favor of an entity other than the General Services Administration or the Secretary of the Treasury, as applicable. If the Bid Bond is submitted through an insurance company authorized by the Commissioner of Insurance, the bond shall be issued in favor of the General Services Administration and shall be signed by the bidder and the representative of the insurance company issuing it; if the Bid Bond is submitted by certified check or postal or bank money order, it shall be issued in favor of the Secretary of the Treasury.

The original Bid Bond shall be submitted simultaneously with the proposal delivered personally by the Proponent; if the Proponent does not submit the document or instrument evidencing the Bid Bond in **ORIGINAL FORM and SIGNED**, the Proponent shall be disqualified. The Bid Bond shall remain valid for one hundred eighty (180) days.

When the Bid Bond is submitted through an insurance company, it shall be accompanied by a copy of the "Certificate of Appointment of Attorney-in-Fact," "Attorney-In-Fact Licensed," and the Insurance Company Certification issued by the Office of the Commissioner of Insurance of Puerto Rico.

When the proposal is amended, if the amendment entails an increase in the price of the original proposal, the Proponent shall be required to adjust the bond according to the new amount. Failure to do so shall leave the original proposal in effect and the amendment shall not be considered.

ASG may execute the Bid Bond if, after expiration of the term of ten (10) business days from notice of award, the Prevailing Proponent fails to submit the Performance Bond or Payment Bond, as applicable.

The Bid Bond may also be executed if the Prevailing Proponent refuses to sign the contract within ten (10) business days after having been summoned to do so.

When the Administration or Bid Board decides to cancel the Sealed Request for Proposals, all Bid Bonds shall be returned.

b. PERFORMANCE BOND

The Proponent to whom the award of this RFP is made shall submit a Performance Bond to the Bid Board no later than ten (10) business days following notice of the award.

Such bond shall guarantee performance of the contract or Purchase Order, as applicable.

For this RFP, a Performance Bond in the amount of **fifty thousand dollars ($50,000.00)** is required for the awarded proposal. ASG shall not accept a bond in an amount less than that established herein or in the name of an entity other than the General Services Administration or the Secretary of the Treasury, as applicable. If the Performance Bond is submitted through an insurance company authorized by the Commissioner of Insurance, the bond shall be issued in favor of ASG and shall endorse the Requesting Entity. If the Performance Bond is submitted by certified check or postal money order, it shall be issued in favor of the Secretary of the Treasury. The Performance Bond shall remain valid for a term equal to the contract term or to the term bid for completion of the work.

The Requesting Entity shall verify delivery by the Proponent of the Performance Bond to ASG before execution of the Contract.

The Performance Bond may be executed if, after expiration of the term stated in the proposal, the Prevailing Proponent does not perform the service or deliver the goods, fails to honor the warranties, or fails to comply with the contracted obligations for reasons attributable to the Proponent. The Proponent shall likewise be financially responsible for the difference in price resulting from a second award or from the price obtained through an Exceptional Purchase. If the bond does not cover such excess, the balance shall be claimed from the concerned Proponent.

5.10 DISPOSAL OF MATERIAL GENERATED AS PART OF SERVICE PERFORMANCE

Disposal of material generated as part of service performance shall be conducted in an environmentally safe and sustainable manner and in accordance with applicable state and federal laws and regulations. As part of the price of its proposal, the Proponent shall include the cost of handling, transporting, and disposing of such materials.

5.11 WARRANTIES

As applicable, the Proponent shall include with its proposal a copy of the warranty issued by the manufacturer of the product and service, detailing the specific period or terms applicable to each warranty, its term, limitations and conditions, procedures required to make a warranty claim (where the Bid Packet does not establish the claim procedure), the name of the entity that will provide replacement, remediation, correction, or repair of the product or service, and the delivery and installation terms for the product or service.

The product or service warranty shall detail what it includes. The Proponent shall be required to honor the warranty subscribed with the offer or proposal, as well as the warranty provided by the manufacturer.

The prevailing contractor shall provide the warranty directly. The prevailing contractor shall have a term of 7 days counted from the date on which the Requesting Agency submits the warranty claim in writing to evaluate it and proceed with the corresponding arrangements.

The Proponent shall assume the costs related to the warranty, including transportation or shipping expenses.

A warranty provided by a manufacturer in Puerto Rico shall be considered preferentially over a warranty provided by a foreign manufacturer.

Every Proponent shall be required to honor the manufacturer's warranty, if any, for the Government of Puerto Rico, regardless of whether the purchase is made through a distributor.

The "Specifications" and "Special Conditions" of this Bid Packet may establish the minimum warranty (minimum warranty period) required by the Board for the good, work, or service.

In the column identified as "Warranty" in the Price Sheet, the Proponent shall state the warranty offered for the good, work, or service bid (what it includes and the warranty period). The Proponent may offer a warranty greater than that required by the Board, but may not offer a lesser warranty.

An offer by the Proponent of a warranty less than that required by the Board for the good, work, or service may result in rejection of the proposal.

If the Board does not establish a minimum warranty for the good, work, or service in the "Specifications" and "Special Conditions" of this Bid Packet, **IT SHALL BE THE PROPONENT'S OBLIGATION** to detail in the Price Sheet the warranty included for the good, work, or service offered.

If the Board establishes a minimum warranty for the good, work, or service in the "Specifications" and "Special Conditions" of this Bid Packet and the Proponent does not indicate a different term in the Price Sheet, signature of the Proposal shall be deemed adoption of such minimum warranty as the Proponent's own.

IT SHALL BE THE PROPONENT'S OBLIGATION to detail in the Price Sheet the warranty included for the good, work, or service offered in terms of days, months, weeks, or years.

If no term different from the minimum warranty term established in the Bid Packet is indicated, signature of the Offer shall be deemed adoption of the maximum term established.

5.12 BREACH OF CONTRACT

The Administrator reserves the right to cancel any contract or Purchase Order awarded pursuant to this bidding process at any time when such action protects the public interest or benefits the Government of Puerto Rico.

Upon breach of contract and a determination of lack of financial or other responsibility by the contractor, the Administrator may impose the penalties or measures deemed appropriate to protect the public interest, including, but not limited to:

forfeiture of the bond or bonds deposited as security; charging the difference between the price paid and the quoted price to the Proponent that breached its contract or claiming it from its surety; and removing from the RUL, for the period deemed appropriate, the name of any natural or legal person that breaches a contract or otherwise violates the terms of the order.

Measures taken in the event of breach shall be imposed only by ASG, after investigation of the facts, with adequate notice and in observance of due process of law.

5.13 CONTRACT CANCELLATION

If the Proponent refuses to perform the contracted service, ASG may cancel the related Purchase Order or contract. It may also award a Purchase Order or contract covering the same goods, works, or services to another Proponent, without prejudice to the application of any other measures established in other legal provisions concerning breach of contract.

5.14 CODES OF ETHICS

Every Proponent shall comply with the following:

A. CODE OF ETHICS FOR CONTRACTORS:

Every Proponent shall comply with Act No. 2-2018, as amended, known as the "Anticorruption Code for the New Puerto Rico." It shall be an indispensable requirement for contracting with the Government that every person agree to be governed by the provisions of the Code of Ethics established in the referenced Act.

In addition, any natural or legal person wishing to participate in an RFP process or in the award of any contract with any Government agency or instrumentality, public corporation, municipality, or the Legislative or Judicial Branch, for the performance of services or the sale or delivery of goods, shall submit a sworn statement before a notary public stating whether the natural or legal person, or any president, vice president, director, executive director, member of a board of officers or board of directors, or person performing equivalent functions for the legal entity, has been convicted of or pleaded guilty to any of the offenses listed in Act No. 8-2017, as amended, known as the "Puerto Rico Government Human Resources Administration and Transformation Act," or to any of the offenses contained in said Code. The sworn statement shall be submitted only when the Proponent is not registered in the RUL or does not have a current RUL registration.

Any person, whether natural or legal, that has been convicted of: a violation of Articles 4.2, 4.3, or 5.7 of Act No. 1-2012, known as the "Organic Act of the Office of Government Ethics"; any felony offense against the exercise of public office or public funds contained in Articles 250 through 266 of Act No. 146-2012, as amended, known as the "Puerto Rico Penal Code"; any offense classified in the Code; or any other felony involving misuse of public funds or property, including without limitation the offenses mentioned in Section 6.8 of Act No. 8, supra, shall be disqualified from contracting or bidding with any executive agency of the Government of Puerto Rico for the applicable term. Where no term is provided, the person shall be disqualified for ten (10) years counted from the date the person completes the sentence.

Every contract shall include a termination clause in the event the person contracting with executive agencies is convicted, in the state or federal jurisdiction, of any offense that disqualifies the person from contracting under the preceding subsection. Contracts shall certify that the person has not been convicted, in the state or federal jurisdiction, of any of the offenses stated above. The duty to disclose shall be continuous throughout all stages of contracting and performance of the contract.

Every Proponent shall be subject to the sanctions and penalties established in Article 3.7 □ Sanctions and Penalties of Act No. 2, supra.

B. ETHICAL CANONS OF THE PROFESSION:

Every person shall observe the maxims and principles of excellence and honesty governing the person's profession, in addition to the ethical rules or canons of the association or professional body to which the person belongs and which regulates the person's occupation or profession, both in relations with competitors and with the Government of Puerto Rico.

Persons who do not belong to a professional body or association, or members of associations or professional bodies that do not have a Code of Ethics, shall observe the general principles of ethical conduct reasonably considered applicable to their profession or occupation.

5.15 INVESTIGATIVE COOPERATION

Every person, Proponent, or contractor shall cooperate with any investigation initiated by the state or federal Government concerning business transactions, the award of contracts, or the granting of Government incentives in which the person was a party or from which the person benefited directly or indirectly.

5.16 NONDISCRIMINATION CLAUSE

Neither the Bid Board nor ASG discriminates on the basis of race, color, gender, social origin or condition, political or religious ideas, age, nationality, status as a victim or perceived victim of domestic violence, sexual assault or stalking, veteran status, actual or perceived sexual identity or orientation, or physical, mental, or sensory disability.

5.17 COMMUNICATIONS AND ANNOUNCEMENTS

All Proponents and natural or legal persons interested in participating in this RFP are hereby advised that *e□ parte* communications are categorically prohibited outside the mechanisms contemplated in this procurement process with ASG officials, employees, or consultants, including members of the Bid Board, the Evaluation Committee, buyers, liaisons, and specialists involved in the process.

This prohibition applies during any stage of the bidding process, both before and after publication of this RFP and until notice or resolution of award.

Failure to comply with this provision may result in immediate rejection or disqualification of the proposal, without prejudice to any other penalty applicable under laws and regulations in effect. The only exceptions are communications made through the official mechanisms established in this RFP or those occurring during public meetings, formal requests for information, or other proceedings authorized under the applicable Regulation.

Communications with other representatives of the Government concerning any matter related to this RFP are prohibited throughout the entire bidding process. Any person that fails to comply with the foregoing shall be disqualified and may be subject to any other penalty imposed by applicable laws or regulations.

All communications shall be made through the following email address: juntadesubastas@mail.jedi.asg.pr.gov.

The Proponent shall submit every question or inquiry related to this RFP through the link https://asg.pr.gov/subastas under the referenced RFP number.

Any information or announcement related to this RFP shall be published by the Bid Board through the ASG website (www.asg.pr.gov) and notified by email to Proponents eligible to participate in the process. All information, public announcements, or amendments related to this RFP shall be made in writing with the appropriate authorizations of ASG and the Bid Board and shall be issued by the Board.

5.18 WARNINGS

a. Providing any false, plagiarized, or fraudulent information or documentation as part of the information submitted for this bidding process shall constitute sufficient cause to disqualify or reject any Proponent's proposal, as well as to cancel or rescind any Purchase Order or contract awarded.

b. ASG reserves the right to cancel the RFP in whole or in part, regardless of the phase in which it is found, provided that a contract has not been formalized or a Purchase Order issued. Such cancellation shall be made when it serves the best interests of the Government of Puerto Rico.

c. ASG and/or the Board may amend any RFP Bid Packet up to two (2) business days before the Opening Act when the amendment involves changes or additional requests that must be included in the proposal, or one (1) business day before the Opening Act when the amendment does not affect submission of the proposals. In the case of construction works projects, ASG and the Board may amend the RFP Bid Packet up to five (5) business days before the RFP Opening Act when the amendment involves changes or additional requests that must be included in the proposal, or one (1) business day before the RFP Opening Act when the amendment does not affect submission of the proposals.

d. Notice of the award of this RFP shall not constitute the formal agreement between the parties. A Purchase Order must be issued or the corresponding contract must be executed, or ASG must issue a Purchase Order signed by the authorized person.

e. The Bid Board reserves the right to negotiate individually with Proponents any aspect concerning the terms, conditions, quality, prices, or combination of factors in order to obtain the Best Value for the Government of Puerto Rico. The Board may also make the corresponding award without negotiation.

f. Proponents are advised that the price offered shall not necessarily be the factor carrying the greatest weight in the evaluation or award of this RFP.

g. Every proposal submitted shall include a breakdown of the offered price: unit price of the good or service (for each item), transportation costs, delivery, assembly, warranty, maintenance or services, replacements, among others.

h. Neither the Bid Board nor ASG shall accept a bond in an amount less than that established herein. If submitted through an insurance company, the bond shall be issued in favor of the General Services Administration; if submitted by certified check or postal money order, it shall be issued in favor of the Secretary of the Treasury. Any offer that does not include among the documents submitted the corresponding Bid Bond

in **ORIGINAL FORM AND DULY SIGNED** by the bidder's representative and the representative of the insurance company, as applicable, shall be rejected.

i. Every person that, in relation to agencies and other entities of the Government of Puerto Rico, participates in this RFP, submits a proposal, or is interested in perfecting contracts with them shall be required to disclose all information necessary for the agencies to evaluate transactions in detail and make correct and informed decisions. Any undisclosed relationship (conflict of interest) shall be grounds for immediate disqualification.

j. If the goods, works, or nonprofessional services to be procured under this RFP are partially or entirely funded with federal funds, the Proponent must be registered and eligible in the System for Award Management (SAM) at the time of award and issuance of the Purchase Order or execution of the contract. If the Proponent is not registered and eligible, it shall be disqualified.

k. Submission of a duly completed offer constitutes the Proponent's submission to all terms and conditions communicated by this Bid Packet. The obligations, duties, and limitations under federal and state mandatory clauses duly disclosed herein, and those that may arise from the competent authorities, constitute binding rules that shall under no circumstances be recognized as grounds for refusing to execute a contract to provide the goods, works, or nonprofessional services procured herein.

6 EXECUTION OF THE CONTRACT (AS APPLICABLE)

With respect to the referenced RFP, ASG or the Requesting Entity, as applicable, may execute a contract. The Prevailing Proponent's proposal and the provisions of the RFP Bid Packet shall constitute the basis of the contract. The contract shall be executed once ASG receives the required warranties or bonds from the Prevailing Proponent.

6.1 RENEGOTIATION OF THE PRICES, TERMS, AND CONDITIONS OF THE CONTRACT OR PURCHASE ORDER (NOT LIMITED TO EXTENSIONS OF THE CONTRACT TERM)

Prices quoted by the Proponent shall remain fixed during the term of the contract or Purchase Order, in accordance with the RFP quotation and award, and shall not be subject to changes due to market fluctuations, regardless of foreseeability, except as provided in Section 6.4 of this RFP.

As an exception, ASG, *motu proprio* or at the request of an interested Proponent, may during the term of the contract authorize amendments to the prices, terms, and conditions established in any contract or Purchase Order when just cause exists. ASG shall conduct the corresponding analysis to determine whether the proposed amendment is warranted. The grounds supporting the corresponding amendments or modifications must be stated in writing.

6.2 REFUSAL TO EXECUTE THE CONTRACT

If the Prevailing Proponent refuses to execute the contract after having been summoned by the Contracts Unit of ASG's Procurement Area, the provisions contained in this Bid Packet, as well as Act No. 73-2019 concerning sanctions and penalties, shall apply.

6.3 CONTRACT TERM

The contract to be executed as a result of this bidding process shall have a term of 5 years.

ASG may authorize an amendment to the contract for purposes of extending its term in compliance with the law. Amendments shall be made by a written "Amendment" and must bear the signatures of the parties.

6.4 ESCALATION CLAUSE

Prices offered may be subject to changes due to legal fluctuations (excise taxes or taxes), market hauling charges, or increases in the price of raw materials, provided the Proponent submits documentary evidence substantiating the increase. Any increase in the established price shall be subject to the written approval of ASG. To reduce prices, written notice from the Proponent shall suffice.

6.5 SCOPE OF THE PURCHASE ORDER OR CONTRACT

The Purchase Order issued or the contract to be awarded in connection with this RFP shall include exclusively the items considered in the bidding process, as awarded.

6.6 CONTRACT REVIEW BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD

All contracts resulting from this RFP are subject to review by the FOMB in accordance with its contract review policy.[1]

6.7 TERMINATION OF THE CONTRACT

Failure to comply with the clauses and conditions of this RFP, the contract, or the Purchase Order issued shall constitute sufficient cause to terminate the contract without prior notice.

Likewise, the Secretary of the Governorship of Puerto Rico shall have authority to terminate the awarded contract or any Purchase Order at any time, as provided in Administrative Bulletin OE-2021-003.

7 RESCISSION OF THE CONTRACT

No head of a Government agency or instrumentality, public corporation, municipality, or of the Legislative or Judicial Branch shall award a bid or bidding process or execute any contract with a natural or legal person that has been convicted of or pleaded guilty in a state or federal forum, in any other jurisdiction of the United States of America, or in any other country, to any offense constituting fraud, embezzlement, or unlawful appropriation of public funds established in Act No. 2, supra. This prohibition on awarding bids or bidding processes or executing contracts extends to legal persons whose presidents, vice presidents, directors, executive directors, members of their Board of Officers or Board of Directors, or persons performing equivalent functions, have been convicted of or pleaded guilty in a state or federal forum, in any other jurisdiction of the United States of America, or in any other country, to any offense constituting fraud, embezzlement, or unlawful appropriation of public funds, as enumerated in the referenced Act.

1 See the FOMB contract review policies available at https://juntasupervision.pr.gov/documents/.

The prohibition on contracting, subcontracting, or award of a bid or bidding process contained in Act No. 2, supra, shall remain in effect for twenty (20) years from the corresponding conviction in felony cases and for eight (8) years in misdemeanor cases.

A conviction or guilty plea for any of the offenses listed in Act No. 2, supra, shall entail, in addition to any other penalties, automatic rescission of all contracts in effect as of that date between the convicted person or person who pleaded guilty and any agencies or instrumentalities of the state Government, public corporations, municipalities, the Legislative Branch, or the Judicial Branch. In addition to rescission of the contract, the Government shall have the right to demand return of the performances it rendered in connection with the contract or contracts directly affected by commission of the offense.

8 SPECIFICATIONS

The specifications included in this RFP Bid Packet are the set of physical, functional, aesthetic, and quality characteristics of each of the goods, works, or services requested, which serve as a guide to describe in detail what is requested. Proponents are required to comply fully with every detail included in the specifications.

The Proponent shall comply with the Specifications included in the documents of this RFP.

ANNEX I – BIDDER OR PROPONENT'S PROPOSAL

(A Bidder or Proponent's Proposal containing erasures, cross-outs, or correction fluid will not be accepted)

Proponent Information	
Proponent Name:	
Social Security / Employer Social Security (if an entity):	
Email:	Telephone:
Mailing Address:	
Contact Person (If an Entity)	
Name:	Title:
Fax:	Telephone:
Email:	
Mailing Address:	
Physical Address:	

For foreign entities only:

Foreign Entity	
Resident Agent Name:	
Fax:	Telephone:
Email:	
Mailing Address:	

The Proponent accepts and acknowledges:

- Having read the Bid Packet, including its annexes, amendments, and notices, which form an integral part thereof, and certifying through submission of its proposal its understanding and acceptance of each clause contained therein.
- Having read the instructions, terms, and conditions included in the Bid Packet, and certifying through submission of its proposal its understanding and acceptance thereof.
- Having received and read all responses to questions, if any, from Proponents summarized in the Request for Clarification document.
- That no facts or circumstances exist that could give rise to an apparent, potential, or actual organizational or personal conflict of interest for the Proponent or its personnel with respect to this bidding process,

this bidding process, the General Services Administration (ASG), the Requesting Entity, or any other Government Entity.

- That the proposal submitted is genuine, true, and non-collusive or false. In addition, the Proponent has not colluded, conspired, combined, or agreed, directly or indirectly, with any Proponent or person to submit a false proposal or to refrain from submitting a proposal.
- The Proponent authorizes ASG and the Bid Board to verify, corroborate, and validate, by any means, the information that forms part of the proposal, and to request from its clients or third parties (whether or not included by the Proponent as references) additional information to corroborate the information subscribed by the Proponent.
- If required, I certify through this Annex compliance with the "Buy American Act" or "Build America, Buy America," or any similar law.

Certification:

I, _____, hereby **AFFIRM AND CERTIFY** that I am authorized to sign this proposal, and that my name and signature are duly registered in ASG's Sole Registry of Bidders (RUL) or will be registered within five (5) days counted from the Opening Act, as provided in this Bid Packet. In turn, I **CERTIFY THAT I ACKNOWLEDGE AND ACCEPT** the statements detailed above, as well as my obligation to comply with all requirements, terms, and conditions during the bidding process and during the term of the contract that may ultimately be awarded.

Signature of Proponent's Authorized Representative: _____

Date: _____

ANNEX II – AUTHORIZED PERSONS CERTIFICATION

I, _____, of legal age, (marital status) _____, (profession) _____, and resident of _____, in my capacity as _____ of the company _____, certify that I authorize the persons named below so that any of them, in the name and on behalf of this Company, may appear in the procurement processes for goods and nonprofessional services conducted by agencies of the Executive Branch of the Government of Puerto Rico, public corporations, and municipalities, as well as sign offers, execute contracts, and sign any type of document required as part of such appearance. Accordingly, their signatures, which appear in this document, bind this company _____.

Name and Surname	Position	Signature

In my capacity as _____ of the company _____, I further certify that the Resolution transcribed above has not been revoked, annulled, or amended in any manner and remains in full force and effect.

IN WITNESS WHEREOF, I sign this certification and affix the seal of the company _____.

In _____, _____, this ____ day of _____, 20___.

_____

Signature of Declarant

Business Seal

ANNEX III – FIRST-PHASE EVALUATION CRITERIA

In the first phase, a preliminary evaluation shall be conducted in which the proposals shall be examined to verify that they comply with the non-curable or mandatory terms and conditions established below.

1. Bid Bond in compliance with subsection a of Section 5.8.

2. Annex I Bidder or Proponent's Proposal completed in all respects and signed by a representative of the Proponent authorized in the RUL.

3. Proposal physically submitted and sent electronically in compliance with the provisions of this Bid Packet.

4. Attendance at the mandatory pre-proposal meeting.

If the evaluation shows that the Proponent failed to comply with one or more of the criteria established in this Annex, its proposal shall be summarily rejected by the Board, without further proceedings.

Proposals that comply with all criteria established herein shall continue in the evaluation process.

ANNEX IV – INFORMATION PROPONENTS MUST SUBMIT FOR EVALUATION OF PAST PERFORMANCE, FINANCIAL CAPACITY AND TECHNICAL CAPACITY

I. PAST PERFORMANCE

The Proponent must submit:

a) Cover Letter. See Section 2.4.

b) Company operational organizational chart.

c) A summary substantiating the Proponent's experience in providing the goods, works, or services described in this Bid Packet.

d) Two (2) past performance questionnaires (on Form JSGPR-001 provided with this Bid Packet) completed and signed by two (2) different clients to whom the Proponent has provided goods, works, or services similar to those procured in this RFP. The reference must be dated within the maximum period established in the form.

e) A list of past public or private contracts under which the Proponent provided goods, works, or services similar to those requested in this RFP, dated within the last five (5) years. The list shall include:

1. The name of the client and contact person.
2. Telephone number of the contact person.
3. What was the scope of work performed on the prior project?
4. Contract amount.
5. Contract date.
6. Did you have a service agreement with the client? What were the consequences if service levels were not met?
7. Was there a single point of contact for your client? How was the account managed?
8. How many years of experience do you have in TRS?

f) In the case of new companies, a copy of the Certificate of Incorporation must be provided, together with a description of the experience of the founders or members.

g) Any other document required in this Bid Packet, including its annexes or amendments.

II. FINANCIAL CAPACITY

The Proponent must submit:

a) Evidence of a line of credit or an original bank certification stating the availability of such amount in the Proponent's bank accounts. The certification or document provided must be dated within the thirty (30) days preceding the Opening Act. OR;

b) For evaluation of financial capacity, the Proponent shall submit the last three (3) financial statements. ASG may use financial statements submitted as part of the RUL. Proponents may provide a summary of finances and projections for the next five (5) years.

c) The Bid Board and ASG reserve the right to request additional financial information during the Best and Final Offer (BAFO) process.

III. TECHNICAL CAPACITY

The Proponent must submit:

a) A clear, detailed, and precise narrative explanation of the methodology it proposes to use to perform the service or provide the goods described in this Bid Packet in a cost-effective manner for the Government of Puerto Rico, including, but not limited to:

1. Estimated time frame.
2. Communications and customer service.
3. Processes.
4. Invoicing method.
5. Reports.

b) Copies of educational certificates for the personnel proposed to perform the services described in this Bid Packet, including, but not limited to, continuing education, training, and university degree, as applicable.

c) List of equipment proposed for use in performing the services described in this Bid Packet, as applicable.

d) A summary of the activities that will be subcontracted in order to perform the activities described in this Bid Packet, as applicable.

e) Any other document or information required in this Bid Packet, including its annexes or amendments.

ANEJO V – ALCANCE DEL TRABAJO Y ESPECIFICACIONES

Introduction

Act Number 213 of September 12, 1996, known as the Telecommunications Act of Puerto Rico of 1996 (Act 213), requires the Telecommunications Bureau of Puerto Rico (Bureau) to guarantee citizens of all segments and geographical areas of Puerto Rico access to quality telecommunications services at fair, reasonable and affordable prices. As such, all segments of population in all geographic areas should have access to the public telecommunications system of Puerto Rico, including deaf or hard of hearing and speech impaired individuals. Such legislative intention was adopted under Act 213 and the current Universal Service Rules, Regulation Number 9673, which includes Telecommunications Relay Service (TRS), among the regulation's supported services.

TRS allows persons who are deaf, hard of hearing, deafblind, or have speech disabilities to communicate by telephone in a manner that is functionally equivalent to telephone services used by persons without such disabilities.

Under Title IV of the Americans with Disabilities Act (which added section 225 to the Communications Act of 1934, as amended), the Federal Communications Commission (FCC) must ensure the provision of TRS. TRS is available in all 50 states, the District of Columbia, Puerto Rico, and all other U.S. territories for local, long distance, and international calls.

Pursuant to requirements of the FCC for the provision of TRS in states and territories, the Bureau is certified2 on behalf of the state of Puerto Rico under CG Docket #03-123, File No. TRS-28-22 (Telecommunications Regulatory Board of Puerto Rico). The Bureau's current FCC certification will remain in effect until July 25, 2028.

Since 2001, Puerto Rico has been provided with a fully accessible, twenty-four (24) hours per day, seven-days-per-week TRS which satisfies or exceeds mandatory service standards. The service in Puerto Rico has been and shall remain known as "Puerto Rico Relay".

The goal of this bid is to contract for a cost-beneficial and modernized TRS that is fully compliant with current FCC regulations, aligns with today's communications landscape and remains effective, accessible, and sustainable for individuals in Puerto Rico who are deaf, hard of hearing, deafblind, or have speech disabilities.

In addition to TRS and its Relay service alternatives under FCC regulation described under SCOPE OF WORK, this bid includes and treats Video Remote Interpreting (VRI) as a desirable addition to the services to be contracted. VRI Services shall be provided in compliance with the applicable regulations that govern the service and the specifications included under SCOPE OF WORK.

Proven experience and capability to provide TRS and/or VRI

The Bureau will only consider proposals from bidders which have the experience and expertise in providing TRS and VRI in the United States and its Territories, in full compliance with the mandatory minimum standards within its regulations. To that end, Bidders shall furnish their proposals, demonstrating their experience and capability in offering TRS and/or VRI , as required under "SCOPE OF WORK" in this RFP.

Proposals not demonstrating expertise, technical capability and preparedness or show an apparent failure to comprehend the scope of work for this bid will be rejected.

[2] FCC Public Notice DA 23-637, July 25, 2023. https://docs.fcc.gov/public/attachments/DA-23- 637A1.pdf

SCOPE OF WORK

This section describes the specific operational requirements that fall within the scope of desired Relay and VRI services for Puerto Rico and are the elements to be evaluated as the bidder's service proposal.

SPECIFICATIONS IN THIS SECTION ARE BASED ON THE REQUIREMENTS UNDER THE FCC'S MANDATORY MINIMUM STANDARDS IN SECTION 64.604[2] OF FCC TRS RULES 47 CFR § 64.604, UNDER SUBPART F[3] AND VRI REQUIREMENTS FOR GOVERNMENT ENTITIES UNDER SECTION 28 CFR 35.160.

As applicable, bidders shall explain how they meet requirements for the mandatory and desirable services described below:

1. GENERAL SERVICE REQUIREMENTS FOR TRS:

A. Bidder shall primarily provide the following forms of TRS: Text to Voice TTY based TRS, Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech to Speech (STS), and Spanish to Spanish TRS (applicable under Shared Non-English Language Relay Services).

B. Bidder shall provide toll free access to a relay center 24 hours a day, for every day of the year. It will maintain the necessary amount of toll-free access numbers for TTY users, voice users, speech-to-speech service users and other implemented forms of Relay for users to access operators fluent in either Spanish or English. The current access numbers can be viewed at the Puerto Rico Relay website by clicking the following link: https://puertoricorelay.com/en/contact-us/ .

C. Bidder shall provide a 24-hour, toll-free customer service operation.

D. Bidders shall have Communications Assistants (CA) that are sufficiently trained to effectively comply with all operational requirements and procedures for relaying communication.

E. TRS facilities shall, except during network failure, answer 85% of all calls within ten (10) seconds by any method which results in the caller's call immediately being answered; not being put in a queue or on hold.

[2] https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F/section-64.604

[3] https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F

2. GENERAL SERVICE REQUIREMENTS FOR IP-RELAY

For this bid process, the Bureau wishes to ensure the availability of Internet Protocol Relay Service (IP Relay), to provide deaf or hard-of-hearing individuals in Puerto Rico with Internet access an alternative to communicate using a computer or any Internet enabled device.

IP Relay allows persons with hearing or speech disability to use TRS through a computer or web-enabled device to communicate through the telephone system with hearing persons. The first part of an IP Relay call goes from the caller's computer or other Web-enabled device to an IP Relay communications assistant (CA) via the Internet, usually through a webpage interface. The second part of the call, as with traditional TRS, is from the CA to the receiving party via voice telephone.

A. Bidders capable of providing IP relay shall describe in their proposals their capability to provide IP Relay in compliance with the following mandatory minimum standards under Subpart F:

1. Call Handling: IP Relay calls are handled through a CA via the Internet, with the second part of the call being from the CA to the receiving party via voice telephone.
2. Call Features: TRS providers must offer call release functionality, speed dialing, and three-way calling.
3. Call Assistance: CAs must provide a typing speed of at least 60 words per minute and stay with the call for a minimum of ten minutes for TTY-based TRS or twenty minutes for STS calls.
4. Recorded Messages: CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal.
5. Voice Mail and Retrieval: TRS providers must provide answering machine and voice mail retrieval features.

B. Proposal shall describe the bidder’s capability to meet the following requirements:

1. Default provider registration: How it facilitates enrollment / registry for users
2. The provision of a ten digit geographically appropriate number
3. How it facilitates a new or existing user’s number portability
4. Compliance with FCC TRS Rules for E911 emergency calling requirements
5. Compliance with location registry and availability for the appropriate PSAP for E911 emergency calling (Section §9.14)
6. How it provides registered users with methods of updating their registered location, at will and in a timely manner.
7. As a “default” provider, how it routes and delivers a user's inbound and outbound calls
8. The mechanism through which the user chooses to place a call with, or receives a call from, an alternate provider
9. Process through which bidder ceases to acquire routing information from any IP Relay user that ports his or her number to another provider or otherwise selects a new default provider

C. IP Relay service must operate 24 hours a day, every day of the year.

D. The use of IP Relay shall be of no cost to users (other than what they may already pay for having Internet service).

E. If an FCC determination to pass costs of providing IP Relay to the states becomes effective at any point during the term of a service contract, the Bureau and the TRS provider shall negotiate the change in compensation that will ensure the continuity of IP relay at a mutually beneficial cost. Any change in compensation due to the FCC determination shall require an assessment by the TRS service provider of number of registered users and call volumes and a projection of costs that may or may not justify a change in the agreed upon compensation.

3. GENERAL SERVICE REQUIREMENTS FOR VRS

VRS allows persons with hearing or speech disabilities who use American Sign Language to use video equipment to communicate with voice telephone users. A video link allows a communication assistant (CA) and the ASL user to view and sign with each other, and the CA is also connected to a user on the voice side of the call through telephone. The CA interprets and relays the conversation back and forth between the two parties.

For this bid process, the Bureau will consider the availability of Video Relay Service (VRS) as a desirable addition to the services under Puerto Rico Relay, to provide deaf or hard of hearing individuals in Puerto Rico with an alternative to use sign language to communicate with a VRS interpreter and/or other users. Proposals from bidders which only provide VRS may be considered for contracting separately from a TRS service contract if they demonstrate their capability to provide VRS, in compliance with applicable FCC regulations and requirements in this RFP.

Proposals shall describe, as applicable, bidder's capability to comply with the following requirements:

A. Providers must answer 80% of calls within 120 seconds.

B. Service must operate 24 hours a day, for every day of the year.

C. Communication Assistants (CAs) must be qualified interpreters.

D. **Confidentiality**: CAs must not alter or disclose conversation content, ensuring verbatim relay and user privacy.

E. **Call Handling**: CAs must stay with calls to avoid disruption (e.g., 10 minutes for VRS), and providers must try to accommodate CA gender requests.

F. **Emergency Services (G11)**: Providers must make best efforts to relay 911 calls to emergency services.

G. The use of VRS shall be of no cost to users (other than what they may already pay for having Internet service).

H. If an FCC determination to pass costs of providing VRS to the states becomes effective at any point during the term of a service contract, the Bureau and the VRS provider shall

negotiate the change in compensation that will ensure the continuity of VRS at a mutually beneficial cost. Any change in compensation due to the FCC determination shall require an assessment by the VRS provider of number of registered users and call volumes and a projection of costs that may or may not justify a change in the agreed upon compensation.

4. GENERAL SERVICE REQUIREMENTS FOR VRI

For this bid process, the Bureau will consider the availability of Video Remote Interpreting (VRI), to provide deaf or hard-of-hearing individuals in Puerto Rico with additional service alternatives for their communications needs. VRI is a video-telecommunication service that allows individuals to communicate across language barriers using a remote interpreter. It employs devices such as web cameras, videophones, or computer screens to facilitate interpretation of spoken or sign languages, without requiring the interpreter to be physically present at the location of the participants. VRI is typically used by organizations to support communication with clients or patients who have limited English proficiency or are deaf or hard of hearing.

VRI standards are governed by federal laws such as the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 1557 of the Affordable Care Act (ACA). Section 504 of the Rehabilitation Act, which is part of the ADA, specifically addresses the provision of auxiliary aids and services, including VRI, to ensure effective communication for individuals who are deaf and hard of hearing.

These laws require recipients of federal funding to ensure effective communication with individuals who are deaf or hard of hearing. Proposals shall describe, as applicable, bidder's capability to comply with the following requirements:

A. VRI standards[3] under the Code of Federal Regulations include:
   1. Real-time, full-motion video and audio over a high-speed, wide-bandwidth connection that does not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication.
   2. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, as well as the face, arms, hands, and fingers of the person using sign language, regardless of their body position.
   3. A clear, audible transmission of voices; and
   4. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

B. Bidder's preparedness to provide VRI for Spanish speaking individuals who are deaf and hard of hearing. Proposals shall describe if service has been provided for other entities in Puerto Rico or Spanish speaking communities in the United States.

[3] 28 CFR 35.160(d)

5. SERVICE IDENTITY

A. The provision of TRS and other IP-based relay services in Puerto Rico shall be conducted and referenced under the brand of ***Puerto Rico Relay***. Communication Assistants (CA's) shall present him(her) self to the caller in representation of the Puerto Rico Relay service brand.

B. Service shall be available in Spanish-to-Spanish, Spanish-to-English and English to English. Bidder shall consider that Spanish is the language mostly spoken in Puerto Rico and as such, all Bidder Relay Service personnel must be familiar with the special needs of the Puerto Rico customer base to be served.

C. For appropriate call and staff management, bidders shall have knowledge of Puerto Rico holidays and how they may affect call traffic (a list of PR holidays may be provided upon request).

6. PUBLIC ACCESS TO INFORMATION (OUTREACH)

The Bureau will evaluate and determine if an outreach program will be included among the services provided under contract with the successful bidder. Bidders shall propose a cost-effective outreach program which satisfies FCC minimum standards.

A. Proposals shall demonstrate how the bidder performs continuing outreach, including a description of its activities, promotional materials and a proposed budget (as described under "Compensation"). The outreach program may not require the use of a resident account manager; however, proposals shall describe how bidders can fulfill outreach requirements for Puerto Rico with out-of-state support.

B. Proposals shall include samples of promotional materials of a nature and quality comparable to what would be provided under contract. If an outreach program is included, promotional materials should be appropriate to its target audience in Puerto Rico. Cost of production and dissemination will be the responsibility of the bidder.

C. The current provider manages a Puerto Rico Relay domain and Website (www.puertoricorelay.com), which shall be transferred and updated as applicable as part of a transition process, if a new provider is selected.

D. The Bureau will exercise the right to provide input for updates and improvements of all the aspects of the outreach program during the contract term.

7. TECHNICAL AND OPERATIONAL REQUIREMENTS

A. Service continuity:

1. **Uninterruptible Power** - Bidders shall describe the extent of its redundancy features, including its minimum duration of uninterruptible power.
2. Bidders must explain their capability to maintain required levels of service in the event

of preventative maintenance, power outage, or other causes that may potentially disrupt TRS service levels.

3. **Disaster Recovery Plan** - Bidder shall describe or provide copy of a complete emergency or disaster recovery plan for restoring and/or maintaining continuity of service during natural and man- made disasters. The plan should describe the bidder's network and infrastructure capacity and preparedness through which service redundancy is maintained; include timelines and levels of escalation employed to deal with service outages and restore full service.

B. Service Metrics:

1. **Speed of answer**: As mentioned under Part 1 of Scope of Work, TRS facilities shall, except during network failure, answer 85% of all calls within ten (10) seconds by any method which results in calls being answered; not being put in a queue or on hold.
2. Bidders shall ensure adequate TRS facility staffing to provide carriers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
3. The successful bidder shall inform the Bureau (or its designated contact person and contract administrator) of any instance of service disruption, interruption by any cause or where daily service levels were below minimum service standards, with an explanation of the cause. If the successful bidder experiences unforeseen problems which may lead to service disruption or non-compliance of contractual requirements, they shall be notified to the Bureau expeditiously, informing in detail how it will be addressed and resolved.
4. Abandoned calls shall be included in the speed of answer calculation.

C. Standardized Greeting - The CA shall use a pre-determined script (voice or mechanical depending on the equipment used by the caller) to announce himself/herself as an agent of Puerto Rico Relay and include the gender and identification number of the CA.

8. OTHER SERVICE REQUIREMENTS

A. The Successful Bidder will provide the Bureau with a contact person as its account representative, responsible for performing all communications and coordination of service and other contractual matters between the successful bidder and the Bureau.

B. Bidders shall describe how changes to mandatory minimum standards in FCC regulations will be implemented expeditiously, and at the bidder's expense. If changes to service standards are mandated during the contract term, the TRS Provider shall notify the Bureau at least 60 days in advance of any implementation

C. Pledge of Confidentiality: All Puerto Rico Relay calls shall be handled in a completely confidential manner, in compliance with the FCC's TRS mandatory minimum standards. Bidder shall describe its policy regarding privacy and confidentiality of Relay communications or provide a copy of such with its proposal.

D. Complaint Resolution:

1. Successful Bidder shall comply with FCC's mandatory minimum standards regarding consumer complaints and reporting requirements.
2. Bidders will describe in their proposals their procedures for addressing complaints, commendations, inquiries and comments regarding the Relay Services and personnel. It shall describe how they are documented and reported.
3. The Successful Bidder will provide the Bureau with a contact person for filing, handling and resolution of consumer complaints (if the function is performed by someone other than the account representative under section 7.A).

9. IMPLEMENTATION AND SERVICE START-UP

A. The successful bidder shall have fully implemented operations no later than 60 days after the contract from the award of this RFP has been signed by both parties. If applicable, the Successful Bidder will ensure that a smooth transition is made with the current contractor.

B. Bidder shall provide in its proposal a comprehensive and detailed plan for implementing service, including timeline with set dates for major steps in the implementation process and details on how the Bidder shall accomplish a timely transition of service in a manner as transparent to users as possible.

C. The Successful Bidder shall provide adequate lead-time, repetition of advertising as necessary to notify users of the change, and other strategies designed to minimize customer confusion.

10. REPORTS AND STATISTICS

A. Monthly reports shall be submitted by the successful Bidder no later than the 20th day of the month following that for which the service was provided. Other reports may also be requested by the Bureau, as necessary. Bidder shall provide within the proposal examples of reporting formats to be used.

B. Reports on Puerto Rico Relay service activity shall include the following data by calendar month:

1. Outbound calls, broken down between:
   a. Local and/or In-state (in Puerto Rico)
   b. Interstate (state to state)
   c. International
   d. Toll Free
   e. Directory Assistance
   f. General Assistance
   g. Busy Ring/No Answer

2. Amount and Percentage of inbound calls by type of service, including:

a. TTY
b. Turbo Code
c. ASCII
d. Voice
e. VCO
f. HCO

3. Minutes of Service, including:
   a. Total conversation minutes of service
   b. Total session minutes of service
   c. Less interstate minutes
   d. Less interstate directory assistance minutes
   e. Less international minutes
   f. Less Toll-Free assistance minutes
   g. Total STS billable minutes
   h. Total billable minutes

4. Calls to Relay, including:
   a. Offered
   b. Answered
   c. In Queue
   d. Abandoned in queue

5. Speed of Answer of inbound calls, including:
   a. Service level
   b. Average speed of answer (in seconds)
   c. Percent of calls answered in ten seconds or less

6. Outbound calls divided by:
   a. Completed.
   b. Busy/No answer

7. Average length of
   a. Completed calls
   b. Conversation length

8. Calls with total amounts and percentages by the following types:
   a. TTY
   b. Turbo Code

c. ASCII
d. Voice
e. Hearing Carry Over
f. Voice Carry Over
g. Speech to Speech

C. For customer complaint handling and resolution, the Successful Bidder shall file a monthly report, indicating the number of complaints received. Information about each complaint shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

D. No later than June 20, the successful bidder shall provide an annual complaint summary in the format necessary for the Bureau to submit to the FCC, covering the previous 12 months of complaints ending on May 31 of each year.

E. On an annual basis, the successful Bidder shall provide an annual report for the preceding calendar year in the reporting format utilized to provide monthly reports. The annual report shall have consolidated yearly statistics of the preceding year, plus a summary of notable service enhancements, regulations changes and other notable events of said year. The report shall be submitted no later than 45 days after the end of the calendar year.

F. (*Required only if compensation is based on a per-minute rate*) On an annual basis, the successful Bidder will provide a forecast of usage figures and costs to the Bureau for the following calendar year to serve as reference for estimated annual budget. These forecasts shall be submitted no later than 45 days prior to the end of the current year.

G. The successful bidder shall provide the applicable reports and information for the Bureau to complete future re-certification applications with the FCC.

11. CONTRACT TERM

A. The contract shall have a term of five (5) years from its execution. The Bureau and the Successful Bidder may agree to further 1-year contract extensions for justified reasons or until a new bid process is completed.

B. If a contract term renewal is not executed or in the event of cancellation, the Successful Bidder and the Bureau shall mutually provide reasonable cooperation to enable a seamless transition of operations to another provider.

C. The Bureau may cancel the contract, with appropriate written notice for non-compliance of services as agreed upon.

D. The Bureau may proceed to issue a new competitive bidding process to select a new provider within one year prior to the end of the term of the contractual agreement resulting from this bid. The current provider may be eligible to participate in the bidding procedure, provided it has not been disqualified by the Bureau.

12. COMPENSATION

A. Currently, the Bureau compensates the incumbent provider for all services rendered on a monthly recurring charge. For this RFP, the Bureau will consider forms of pricing / billing, such as a monthly recurring charge, a per-session minute of usage fee (explaining how billed minutes to the Bureau will be rounded to the nearest fraction of a minute) or other methods which may aid to a more cost-beneficial service or provide a more functional scenario of program expenses.

B. To include Outreach, bidder may either include a projected cost of Outreach in its proposed per-session minute of usage fee; or propose an annual fee of Outreach to bill the bureau separately for each year Outreach is provided.

C. The Successful Bidder shall be compensated for by the prices, terms and conditions established in the Bid Award and in the contract with the Bureau. Proposals shall illustrate costs using pricing tables (*templates are included with the RFP*) for either one or both, a fixed price for the entire duration of the term of contract and a variable price for each year. If both pricing options are proposed for, the Bureau will evaluate and choose the pricing option to be applied for the term of service.

Pricing tables illustrate price per session minute of usage for relay service alone or the combination of relay service and Outreach, plus an option to separately bill *rendered* services of Outreach annually, by either proposing a fixed yearly cost or variable yearly costs. If alternate forms of pricing are proposed for the consideration of the Bureau, these shall be illustrated in a separate set of pricing tables, adapted or formatted as necessary to facilitate interpretation, evaluation and comparison of pricing options.

D. The Successful Bidder shall issue monthly invoices for services rendered for TRS according to the price awarded in this bid for approval and payment. Invoices shall be submitted to the Bureau no later than the 15th calendar day of each month, billing the previous month's activity.

E. Funding for all TRS programs shall solely come from the **PRUSF**. If an FCC determination to pass costs of providing IP-Relay and/or VRS to the states becomes effective at any point during the term of a service contract, the Bureau and the provider shall, in accordance with any applicable FCC guidelines for such, negotiate the change in compensation that will ensure the continuity of any or IP-Relay and/or VRS, at a mutually beneficial cost. Any change in compensation due to the FCC determination shall require an assessment by the service provider of number of registered users and call volumes and a projection of costs that may or may not justify a change in the compensation agreed.

F. Bidders agree that the Bureau will not reimburse the Successful Bidder for any costs or charges associated with the provision of Relay Services for intrastate, interstate, international calls, or any other type of toll calls, which, according to FCC guidelines, are not the responsibility of the Bureau.