



Sealed Request for Proposal

Puerto Rico Unemployment Insurance Information Technology Solution

Puerto Rico Department of Labor and Human Resources

Submission Deadline: March 15, 2021

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1. General Information

1.1. Estimated Timeline

Event	Due date
Issue Date	January 29, 2021
Request for clarification	February 5, 2021
Deadline for submitting Proposals	March 15, 2021
Opening of proposals	March 17, 2021
Phase one and two of the evaluation process and notifications to the Proponents that continue to Phase three.	April 2,, 2021
Proponent Presentations (Live demonstration of successful modernization projects).	April 7, 2021 - April 12, 2021
Complete evaluation of Proposals and issue notices to selected Proponent	April 26, 2021
Expected award date	April 30, 2021

1.2. Background

The Puerto Rico Department of Labor and Human Resources (PRDoLHR) was established by Act No. 15 of April 14, 1931, as amended. Section 6, Article IV of the Constitution of the Commonwealth of Puerto Rico of July 25, 1952, reiterated its establishment as a key agency under the Executive Branch. Act No. 100 of June 23, 1977, renames the agency as the Department of Labor and Human Resources. Act No. 97-2000, as amended, aligned the Administration of Vocational Rehabilitation under the Department, and Act 97-1991, aligned the Council for the Development of Labor and Human Resources under the Department. Reorganization Plan. No. 4 of December 9, 2011, known as the Department of Labor and Human Resources Reorganization Plan, repealed Reorganization Plan No. 2 of May 4, 1994, as amended, and consolidated the Department of Labor Administration and the Administration of Future Business Leaders' responsibilities under the Department.

1.3.PRDoLHR's mission

Serve with will and commitment the development of the best work environment, through the identification, training, and transformation of the workforce; guaranteeing labor rights, promoting the creation of more and better jobs, safety, and the social and economic well-being of workers, in order to contribute to strengthening the socioeconomic level of the components of the Puerto Rico labor sector.

1.4.Purpose

The purpose of this Request for Proposals (RFP) is to procure services for the design, development, implementation, maintenance, and operations of an information technology (IT) solution to support all functions and processes of the PRDoLHR Unemployment Insurance (UI) benefits program. The PRDoLHR seeks proposals from Proponents that have successfully designed and/or implemented a similar unemployment insurance solution in another state with the same amount of yearly average claims or more. Only firms that meet all Government requirements to legally perform work in Puerto Rico should respond to this RFP.

On August 10, 2020, the U.S. Department of Labor issued a report regarding findings concerning the management of grant funds issued to Puerto Rico. The report included findings such as, but not limited to, the lack of a Workforce Innovation and Opportunity Act (WIOA) compliant case management information system, the inadequate, inaccurate, and late financial reporting, the lack of cybersecurity of cash and cash equivalents, such as firewalls, protective software, and encryption, lack of a comprehensive system to collect, store and report customer information and program performance, and the inadequate procedures for ensuring the integrity of funds throughout the Grant Life Cycle. The IT solution must resolve these findings and assist in the completion of the corrective action plan.

The PRDoLHR administers multiple programs, and it is important that the IT solution fit in within these programs while ensuring compliance with federal and local regulations.

1.5. Terms and definitions

Term	Definition
Appeal	Is the process or right of the claimants to challenge a determination on the basis the determination is not legally correct or has been based on incorrect or incomplete facts.
Caseworker	An employee that assists with the cases of claimants by providing information or solutions to problems.
Claimant	A person who has applied for or is receiving unemployment insurance benefits.
Cloud-based	Cloud-based computing is the delivery of different services through the Internet. These resources include tools and applications like data storage, servers, databases, networking, and software.
Legacy system	Outdated computing software and/or hardware yet still in use (Current PRDoLHR system).
Proponent	Any individual or company that submits, or intends to submit, a proposal to this Request for Proposals.
American with Disabilities Act (ADA)	American with Disabilities Act of 1990, Public Law 101-336. A law that prohibits discrimination against individuals with disabilities in all areas of public life.
Administración para el Sustento de Menores (ASUME)	Child Support Enforcement Agency of the Government of Puerto Rico.
Benefit Accuracy Measurement (BAM)	The statistical survey used to identify and support resolutions of deficiencies in the state's unemployment insurance (UI) system and is also used to estimate state UI improper payments to be reported to DOL as required by the Improper Payments Information Act (IPIA) and the Elimination and Recovery Act (IPERA).
Commercial off-the-shelf software (COTS)	Products that are commercially available and can be bought "as is" In the context of the U.S. government, the Federal Acquisition Regulation (FAR) 12.103 has defined "COTS" as a formal term for commercial items, including services, available in the commercial marketplace that can be purchased and used under government contract.
Cybersecurity Framework (CSF)	A voluntary framework that provides guidance to help organizations manage and mitigate cybersecurity risk based on existing standards, guidelines, and practices.
Denial of Service attack (DoS attack)	Cyber-attack meant to shut down a machine or network, making it inaccessible to its intended users.
Data Validation (DV)	Used to verify the accuracy of the Unemployment Insurance Required Reports (UIRR) system data.
Federal Risk and Authorization Management Program (FedRAMP)	A government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
Fiscal Oversight Management Board (FOMB)	Appointed by the United States Congress to exercise oversight over the fiscal agenda of the Commonwealth of Puerto Rico, pursuant to PROMESA.

Federal Tax Information (FTI)	Any return or return information received from the IRS or secondary sources, such as SSA, Federal Office of Child Support Enforcement, or Bureau of Fiscal Service. FTI includes any information created by the recipient that is derived from return or return information.
Interstate Benefit (IB Crossmatch)	Includes two components -- the Interstate Crossmatch and Claimant Locator. The Crossmatch component is used to match interstate claimants against the agent/residence, wage, and benefit files to detect unreported wages and/or duplicate claims. The Locator component is used by states to locate individuals with outstanding overpayment balances that the state is unable to locate intrastate.
Interstate Connection Network (ICON)	Secure national telecommunications network to facilitate the transmission of Unemployment Insurance data between State Workforce Agencies, Federal Agencies, and Military Branches.
Integrity Data Hub (IDH)	Series of tools that the Unemployment Insurance System from other states use to detect fraud, internet malicious sites, and suspicious IP address that can harm the personal information of claimants.
IRS	Internal Revenue Service.
ISO 27001	Is an international standard that sets out the specification for an Information Security Management System (ISMS).
Information Technology (IT)	The study, design, development, implementation, support, or management of computer-based information systems—particularly software applications and computer hardware.
Modifiable Off-the-Shelf (MOTS)	Software solutions that can be configured, modified, and customized after being purchased from the software vendor.
NIST 800-53 REV. 4	It is a publication that provides a catalog of security and privacy controls for federal information systems and organizations and a process for selecting controls to protect organizational operations (including mission, functions, image, and reputation), organizational assets, individuals, other organizations, and the Nation from a diverse set of threats including hostile cyber-attacks, natural disasters, structural failures, and human errors (both intentional and unintentional).
Open Web Application Security Project (OWASP)	Foundation created to improve the security of software and to determine the causes that make software not secure.
Platform as a Service (PaaS)	A cloud computing service model, along with Software as a Service (SaaS) and Infrastructure as a Service (IaaS) which provides end-users with the hardware, operating systems, storage, or network capacity they need over the cloud to be able to run existing applications or develop new ones.
Pay as you Go (PAYG)	Allows a user to scale, customize, and provision computing resources, including software, storage, and development platforms. Resource charges are based on used services, versus an entire infrastructure.
Personal Identifiable Information (PII)	Any data that can be used to identify a specific individual, including, but not limited to, social security number, first and last name, residence or other physical address, electronic mail address, telephone number, birth date, and credit card information
PRDoLHR	Puerto Rico Department of Labor and Human Resources.
PRITS	Puerto Rico Innovation and Technology Service

RFP	Sealed request for proposal
Software as a Service (SaaS)	Cloud-based software solution in which software providers deliver applications to users over the internet.
Suspicious Acts Repository (SAR)	One of the tools from the UI Integrity Data HUB.
Systematic Alien Verification for Entitlement (SAVE)	Information service from the US Citizenship and Immigration Services (USICS) that provides fast, secure, and reliable verification services to federal, state, and local benefit-granting agencies. Registered agencies use SAVE to determine applicants' eligibility for benefits or licenses they provide.
State Identification (SID)	The State Identification (SID) inquiry provides for immediate identification of the state(s) with wage information on file for a specific Social Security Number.
State Information Data Exchange System (SIDES)	Used to electronically exchange a variety of claim information, including separation information and earnings verification data, between state Unemployment Insurance agencies and Employers or third-party administrators.
Service Level Agreement (SLA)	Defines the level of service expected by a customer from a supplier, laying out the metrics by which that service is measured, and the remedies or penalties, if any, should the agreed-on service levels not be achieved.
Unemployment Insurance (UI)	Unemployment Insurance programs, as defined in federal and state law.
Unemployment Insurance Information Technology Solution (UIITS)	Set of related software programs and/or services to support all functions and processes of the PRDoLHR Unemployment Insurance benefits program including unemployment tax, benefit payments, and case management functionality.
Unemployment Insurance Program Letter (UIPL)	Series of statutory and regulatory obligations for the states and its territories to assist in compliance to ensure access to the Unemployment Insurance program and its benefits, services, and information.
Unified Modeling Language (UML)	Standard modeling language in software that consists of an integrated set of diagrams developed to help system and software developers for specifying, visualizing, constructing, and documenting the artifacts of software systems, as well as for business modeling and other non-software systems.
USICS	The United States Citizenship and Immigration Services

2.Scope of Work

2.1.Project Description

The PRDoLHR is seeking an IT solution to support all functions and processes of the PRDoLHR Unemployment Insurance benefits program. This Unemployment Insurance IT solution is to be used by State Employees, Claimants, and Employers. The solution must include but no be limited to unemployment tax, benefit payments, and case management functionality.

The Proponent should present a proposal that includes a comprehensive plan describing how their IT solution will meet the PRDoLHR goals. The Proponent of the IT solution must have an organized program that complies with the established phases. The Proponent should put in place an IT solution that is reasonable, economical, and realistic while maximizing the use of existing resources within the PRDoLHR. A vital element that must be considered within this Project is the cost of the Project, its operability, and its justification. However, while the cost of the service is a vital element of the RFP process, the PRDoLHR is not legally bound to award the RFP to the lowest-priced proposal.

The Proponent must establish a plan for the service provided to claimants of unemployment benefits and employers and provide the option of a Self-Service Portal that allows the claimant to complete the application process, review their status, and appeal any decision.

The current PRDoLHR Unemployment tax, benefits, and appeals system was implemented in 1988, and since then it has been used as the primary tool to deliver the UI benefits to the people of Puerto Rico. The fundamentals of the system were built on the technology of its era and no longer serves its original purpose due to the obsolete and outdated technology that does not possess the necessary performance and the adaptability of the changing times. As a result of this, PRDoLHR has developed a series of different circular letters, manual processes, procedures, and spreadsheets to solve the daily issues within the Department.

After years of postponing an alternative system, the Department understands that it is time to establish an Information Technology solution that complies with current federal and state regulations while delivering in a timely manner UI benefits to eligible Puerto Ricans.

The following are examples of challenges faced with the current legacy systems:

- Problems due to the enhancements or modifications of the existing system to incorporate the changes which require multiple days for updating and programming data.
- The system processing batch is performed in the overnight hours, delaying responsiveness to claimants and employers.
- The self-service functionality for the claimants is minimum.
- Not claimant-centric.
- Has issues with the accessibility and program requirements.
- Does not allow the agency to use cross-matching systems such as the Systematic Alien Verification for Entitlements (SAVE) and Social Security Administration (SSA) in real-time, a requirement that is becoming mandatory by the federal regulations.
- Does not use business intelligence for making determinations and decisions.
- Access to data and reports is limited.
- Paper-centralized.
- Minimal automated workflow which derived in maximum human intervention.
- Redundant processes and data entry.

PRDoLHR is seeking a customizable IT solution that solves the business and technical problems described herein and that satisfies the system and business requirements of the PRDoLHR. A modern UI system is vital to the PRDoLHR future success and represents a critical step in delivering UI services to claimants in Puerto Rico with the objective of providing Puerto Rico claimants with essential services in a quick and efficient manner complying with the quality standards that are expected of a system of this caliber.

The proposed IT solution must meet the requirements for the functional and technical areas listed in section 2.3 and section 2.4, respectively.

The Proponent must demonstrate that their IT solution has the capability to carry out the Scope of Work detailed in the following subsections.

2.2.Goals and Objectives of the PRDoLHR new IT Solution

A series of Goals and Objectives have been identified within the preparation of the improvement efforts known as the new Technology Solution.

Goals	Objectives
Provide outstanding service to the UI Claimants	Deliver a comprehensive set of features to the UI Claimants to facilitate the process of soliciting benefits. Expand the hours of the service in the system. Collect data to perform automated processes.
Improved IT architectural program and scaled automatization	Establish and identify the opportunities utilizing proven best practices for improving and advancing the automated business process. Lay a system to provide a set of tools and processes which enables the PRDoLHR to meet federal requirements.
Increase System Compliance	Develop, design, and implement a system to: <ul style="list-style-type: none"> • guarantees data accuracy, • protect the integrity and confidentiality of system data, • work with converted data, • Improve processes to reduce fraud cases and overpayment.
Satisfactory implementation of the New IT Solution	Establish processes and procedures to reduce the risk of loss of data and security information. Reduce maintenance costs. Increase workflow, productivity, and efficiency with the new IT Solution. Develop, design, and implement a system process that streamlines the work and processes of the PRDoLHR, case management, appeals, and the solicitation of UI benefits. Procure that there is continuity in the business process in the event of a natural disaster or other eventuality. Ensure compliance with commonwealth and federal laws and regulations.
Implement a UI Benefits System that meets the needs of the PRDoLHR and its business process	Establish a self-service system and increase the productivity of the resolution of claims of the PRDoLHR. Provide the necessary controls for decision making that will benefit the management and supervising areas by making a rules-based system regarding the approval of claims. Improve the data validation of economic, demographic, and employment status of the claimants with the different agencies with which PRDoLHR interacts, to prevent fraud or benefit overpayments.

2.3.Level of Activity

According to the Unemployment Insurance Weekly Claims Data from the Employment and Training Administration, Puerto Rico has had the following claims activity:

2016	
Initial Claims	95,272
Continued Claims	1,275,659

2017	
Initial Claims	133,927
Continued Claims	1,450,682

2018	
Initial Claims	76,376
Continued Claims	1,048,047

2019	
Initial Claims	66,514
Continued Claims	862,078

2020*	
Initial Claims	408,464
Continued Claims	5,135,526

*Data according to the USDOL Unemployment Insurance Claims Data Report. The amount of claims is up to December 30, 2020.

2.4.Functional Requirements

To guide the development of the IT solution, the PRDoLHR has established a variety of functional requirements detailed in this section. It is required that the IT solution:

- Implements an electronic system for collecting and storing claimant information and reporting program performance.
- Includes a process to reconcile performance data within the system with the financial records related to the expenditure of funds on customers.
- Must be user-friendly to both, PRDoLHR staff and the claimant.

- Includes a simplified Unemployment insurance application process to automatically review the application information, verify the information, ensure non-duplication of benefits, and determine eligibility.
- Reduces caseworker workload to improve efficiency and maximize the number of applications completed.
- Establishes roles and permissions within the solution.
- Provides means for required automated communications including notifications by mail, telephone, short message service (SMS), or email to enhance the application process.
- Presents the determination result online. The claimant would not have to wait to receive the approved or denied notification document by mail.
- Issues electronic notifications as a preferred method.
- Enables modifications of Communications issued by the system based on the requirements of any of the divisions (division should not be limited to the same communication from another division).
- Supports the reduction of involvement of the PRDoLHR staff with the payments collection process. The system should have the ability to produce retroactive payment orders.
- Permits case management within the department. This must be a priority of the new system. The appeals process must be integrated into the IT solution to reduce the interaction between the caseworker and the claimant while improving communication. The system must assign a unique number for each appeals case. Appeals timeline is also needed.
- Must be capable of developing reports quickly and efficiently while complying with applicable federal and local regulations, able to create physical records and print reports, and simplify the auditing process by the generation of these reports.
- The system must have a Self-Service Portal that allows the claimant to complete the application process, review their status, appeal any decision, and have all of their personal information.
 - This Self-Service Portal needs to be included in the PRITS website pr.gov.
- System access should be limited to the PRDoLHR, Contractor and Subcontractor authorized personnel to perform services under the contract. All Contractor and Subcontractor personnel with data access shall individually sign a nondisclosure agreement and a security agreement with the PRDoLHR.
- In the event of subcontracting, and as a condition of entering such Subcontract:
 - All data of Puerto Rico, including data stored in all databases, environments, and data backups, shall be stored, and managed only within the United States and/or its territories.

- The data accessible to Contractor and Subcontractor shall be accessed only by their authorized personnel located within the United States and/or its territories, except as may be expressly authorized in writing by an official in Puerto Rico.
- The Contractor shall require, as a condition of entering a Subcontract with any IaaS Subcontractor, that all IaaS infrastructure shall be located only within the United States and/or its territories.

It is imperative that the proposed IT solution is linked with other federal government platforms to avoid double compensation to people applying for UI in other states. The IT solution should track and maintain a history of cross-matching with these systems. The following activities are mandatory under the Unemployment Insurance (UI) Program Letter No. 23-20 to ensure compliance with the U.S. Department of Labor (USDOL):

- National Directory of New Hires Cross-match (UIPL Nos. 13-19 and 19-11).
- Quarterly Wage Records Cross-match (20 CFR § 603.23)
- Systematic Alien Verification for Entitlement (SAVE) (Section 1137(d) of the Social Security Act (SSA) (42 U.S.C. §1320b-7).

The proposed IT solution must also have the capability to link or interconnect with other Government of Puerto Rico platforms that can provide the solution with valuable data, such as SURI, and any other platform requested by the PRDoLHR.

To ensure effective operation for UI programs the following additional activities are also required by the PRDoLHR:

- State Directory of New Hires Cross-match.
- Social Security Administration (SSA) Cross-match.
- Interstate Benefits (IB) Cross-match.
- State Identification Inquiry (SID) and IB8606 enhancements made to the Interstate Connection (ICON) network cross-match to prevent concurrent claim filing in multiple states.
- State Information Data Exchange System (SIDES) (Training and Employment Notice No. 12-16).
- Identity Verification.
- Incarceration Cross-match.

- UI Integrity Center’s Integrity Data Hub (IDH) tools including the Suspicious Actor Repository (SAR), Suspicious E-Mail Domains, Multi-State Cross-Match (MSCM), Foreign Internet Protocol (IP) Address Detection, and Fraud Alert application.

It is imperative for the new IT solution to be able to:

- Validate data for accuracy and consistency.
- Allow the employee to access the entire population/samples.
- Link Unemployment Benefits and unemployment taxes.

The system must perform with real-time information. With the current legacy system, one must wait until the next day for the system to run the daily batch before reviewing any information from the claimant. There is no reporting of the daily batch process. The caseworker will not know of any issues unless a claimant calls the PRDoLHR. And the proposed system must allow the claimant to validate the controversial points, which are presented in the application.

Also, the IT Solution must include:

- a database of all addresses of employers and claimants.
- a Calendar for different tasks including interviews with claimants.
- an approach to carry out consultation, record incidents and results, and able to carry out online video calls.

2.5. Technical Requirements

2.5.1. System Requirements

The system requirements described below are mandatory. The Proponent must demonstrate a thorough and cohesive understanding of the project scope, requirements, and overall IT solution. The Proponent shall demonstrate their ability to comply with the system requirements and explain how their product and services can and will meet the needs and expectations of the PRDoLHR. Failing to do so, may cause the PRDoLHR to deem the Proponent’s proposal as non-responsive. Proposals that deviate from the RFP system requirements, as set forth below, may be rejected from further consideration.

The proposed IT solution must meet the following requirements:

- A User-friendly Commercial off-the-Shelf “COTS” or Modifiable-off-the Shelf “MOTS” program, Cloud-Based Software as a Service “SaaS”.

- Ensure that the IT solution includes, in whole or in part, cloud-based services are hosted by a Cloud Service Provider (CSP) authorized by the Federal Risk and Authorization Management Program (FedRAMP).
- Cloud-based solutions should be located within the United States and/or Puerto Rico and all access and support of the solution have to be performed from the United States and/or Puerto Rico.
 - The hosting services for the new IT solution, regardless of whether it is located on Puerto Rico territory premises, or in the cloud, must be fully compliant with Federal Tax Information (FTI) TOP (Treasury Offset Program) Benefits and Contributions data safeguards as mandated in ITS Publication 1075.
- Must provide a complete listing of all data centers within the cloud environment where this solution will operate.
- Incorporate at a minimum, 99.95% scheduled uptime, excluding planned downtime for maintenance, and a multi-factor authentication for access to the cloud solution from the internet.
- Full benefits system, with fully-automated functions for claimant applications, appeals process, unemployment tax integration with complete unemployment tax functionality and reporting, combining labor and Unemployment Insurance services into a single, online system.
- Customizable to meet Puerto Rico’s unique state law, regulations, policies, and the PRDoLHR technical requirements.
- Ensure that the converted data migrate and integrate from the current PRDoLHR databases to the new IT solution.
- Seamless Integration with the current systems Web-based portal and Mobile apps compatible for claimants and personnel.
- Customizable reporting modules for personnel, minimizing the need for human intervention and maximizing automation to improve agency performance.
- Ability to integrate with local and national Income Tax and Law Enforcement Agencies.
- “Pay as you go” type of service capable to adapt to changing PRDoLHR needs, increased workloads, increased claims, and reducing the risk of missing capacity.
- Secure integration and data sharing with local bank systems to process payments and UI compensation benefits.

- Access to training support through the phases of the project implementation, including on-site classroom training, modules, manuals, and other types of training modalities. All training and materials must be available in Spanish.
- System documentation regarding all technical aspects including changes, updates, or upgrades to the IT solution.
- Maintenance, operations, and support, including post-implementation enhancements and ongoing product upgrades.
- Possess a record of being successfully implemented in at least one state for the purpose of administering UI benefits programs.
- The program interface for all of the users must be available in English and Spanish.
- A testing environment should be available to PRDoLHR personnel before the system go-live date,
- The System should have the ability to determine overpayment and the ability for Collections Management.
- All data should be processed in real-time.
- Full redundancy with real-time replication of data to always ensure data availability.
- The system should minimize the need for a local system administrator, programmer, or database expert to provide support.
- The solution should comply with the Americans with Disabilities Act “ADA” regulations for disability access, including but not limited to, the self-service functionality.
- The solution must be in compliance with any regulations and or applicable guidelines established by the PRDoLHR, the DOL, or the government of Puerto Rico.
- Must comply with a Service Level Agreements detailed in subsection 3.4.

2.5.2. Security requirements of the IT solution

The proposed IT solution must have safety and security features that are not limited to: protect encrypted data, minimize exposure to attacks, authentication, access control, audits, ensure high levels of security and guarantee that sensitive and Personal Identifiable Information “PII” is protected. The PRDoLHR UI benefits system must be safe and accountable, and provide levels of privileges, access, validation, and approval.

The system security requirements described below are mandatory. The Proponent must demonstrate in-depth knowledge and experience with systems that meet all the security requirements listed below and

describe their system's capability to meet or exceed the expectations, standards, and security needs. The Proponent shall demonstrate their ability to comply with the system requirements and explain how their product and services can and will meet the needs and expectations of the PRDoLHR. Failing to do so, may cause the PRDoLHR to deem the Proponent's proposal as non-responsive, and may be rejected from further consideration.

The proposed IT solution must meet the following security requirements:

- The IT solution must maintain a strong focus on data Confidentiality, Availability, and Integrity according to the "CIA" guidelines for agencies and businesses to protect the data of claimants:
 - Confidentiality: All data will be accessible by authorized and designated individuals only.
 - Integrity: Modifications made to the system and data will be immune to unauthorized changes.
 - Availability: Systems must be immune to denial of service (DoS) attacks and shall meet the requirements set forth within the service level agreements for the IT solution.
- Should comply with the ISO 27001 Standards "Information Security Management".
- Be aligned with the National Institute of Standards and Technology "NIST" Cybersecurity Framework "CSF" and NIST 800-53 Rev. 4.
- It must comply with the IRS Tax Information Security Guidelines "Publication 1075" for Federal, State, and Local Agencies.
- Data Encryption using Cryptographic Standards like the ones on the NIST SP 800-175B Rev. 1,
- The system should provide a Fraud awareness and prevention system.
- Safeguards for Personal Identifiable Information "PII".
- Must provide a full backup and disaster recovery, emergency preparedness, business continuity.
- The system should be secure from vulnerabilities as described in the Open Web Application Security Projects (OWASP).
- Provide for Security Vulnerability Assessments and Controlled Penetration testing by PRDoLHR and/or its agent as agreed to for the duration of services of the awarded Proponent.
- Incorporating multi-factor authentication for access to the cloud solution from the internet.
- Full cooperation with the PRDoLHR Chief Information Security Officer (CISO) and security team in the detection and remediation of any security vulnerability of the hosting infrastructure and/or the application.

2.6.Implementation

2.6.1.Converted data of the IT solution

The PRDoLHR's goal is to migrate from an outdated, inefficient, standalone system to a cloud-based Unemployment Insurance system or IT solution, that will allow for efficient management, and benefit payment system, that can improve, expedite, and increase efficiency in all the processes and procedures; and ensure compliance with federal and state applicable laws and regulations.

The Proponent shall carry out a plan and implement an operational process and procedure to convert the data from the previous system, where everything concerning Unemployment Insurance information "UI" of claims, claimants, appeals, and employees of the PRDoLHR was stored to the new IT solution database. In special cases requiring immediate attention from Department staff, the IT solution should allow departments to be able to define, adjust, or make decisions without the technical assistance of specialists.

2.6.2. Converted data plan:

The Proponent will evaluate and perform data migration from the previous system and applications to the new technology solution as part of the PRDoLHR implementation process. **The previous statement indicates that the Proponent shall not, for any reason, assume that PRDoLHR has the tools and knowledge necessary to perform this function.** This responsibility will include the functions and processes necessary to ensure the successful conversion of data from PRDoLHR to the new IT solution.

To perform these efforts the Proponent shall:

- Organize and lead the data conversion effort before the actual conversion takes place.
- Secure the data regarding the information of claims, claimants, appeals, and employees.
- Develop a correct methodology plan approved by the PRDoLHR to convert the data from the legacy system.
- Provide data mapping from the IT solution point of view.
- Elaborate data transformation rules.
- Establish the methodology to resolve problems with records.
- Provide tools and technologies required for the data conversion, cleansing, and migration of files and records.
- Perform data cleansing and resolve any issues before the data conversion.
- Organize and prepare the transformation of data where applicable.

- The complete transformation of data.
- Create reusable data upload scripts.
- Upload data to the solution.
- Validate uploaded data.
- Provide reports to the PRDoLHR for validation and compare them to the State downloaded data.
- Develop a data conversion acceptance testing plan including test scripts.
- Develop a data conversion validation system testing plan including test scripts.
- Perform conversion validation testing of the converted data.

PRDoLHR shall be responsible for performing the following tasks related to its data conversion:

- Provide data mapping services from the perspective of the actual system.
- Extract legacy data from existing systems/applications.
- Provide reports for validation and comparison to Proponent uploaded data.
- Testing the conversion before production execution.
- Testing the application using the converted data.
- A back-out plan to roll back any changes.
- Perform acceptance testing of the data conversion.

The Proponent must execute its plan for PRDoLHR operational data conversion, data cleansing, and migration from the legacy system to the Proponent's proposed system. The Proponent must have the ability to conduct the data conversion and migrate data from the legacy system to the new IT solution database. The Proponent data conversion and migration must address, at a minimum, the following:

- Conversion and migration methodology.
- Production of a data map.
- The estimated duration of the conversion and migration.
- Expected legacy system operational impacts resulting from the proposed approach.
- Tools required for the data conversion, data cleansing, and migration.
- Tools required for the image conversion, image clean up, and migration.
- Methodology for handling problem records.
- Methodology for achieving synchronization between legacy data and the converted database.
- Communication with PRDoLHR IT staff throughout the conversion and migration process.

- A back-out plan in case the conversion and migration to the new IT solution database fails.

Provide a detailed review of the training plan that includes the following agenda:

2.6.3. Training Plan

The Proponent will establish a plan with the approval of the PRDoLHR to provide training materials for the employees and users of the new IT solution. This plan must be delivered within 3 months before the production implementation of the training phases.

The Proponent must develop, document, and conduct an extensive training plan that will impact the PRDoLHR staff and users of the IT solution in a training environment. The training materials may require that the PRDoLHR update them when necessary. The plan must include:

- Setting goals/standards and the specific plan for training purpose for employees and business process.
- Tasks, deliverables, and resources necessary to complete the training plan.
- The training and all the activities related to this section should be developed and implemented in Spanish for the understanding of the PRDoLHR staff.
- Prepare a testing environment (sandbox) for the training of employees, other users, and the IT PRDoLHR staff. This training environment will allow the users and staff of the PRDoLHR to test the system within their respective areas, including a description of how this environment is going to be configured to meet the goals of the PRDoLHR.
- It is required that all training material, activities, and Procedures, and Training be available in Spanish.
- The Proponent must provide different training environments that reflect the day-to-day use of the proposed IT solution, which is going to be configured and utilized by the PRDoLHR on the different phases identified in the project after the approval of this RFP and the start of the project.

This environment configuration must include, but is not limited to:

- Unique login credentials for the training test environment.
- Support for multiple training sessions and multiple concurrent users in a training session.
- Create different types of distinctions such as color, text, etc. among training environments and the actual system to prevent accidental use.

- Routine and continuous maintenance update of the training environments. The Proponent shall communicate these updates to the PRDoLHR they occur or take place.
- Develop training documentation and materials for the PRDoLHR employees and staff on different training phases.
- Establish a schedule and timelines for the training sessions.
- All the training materials and modules shall be addressed to diverse populations and must pursue the needs of everyone who requires specific training for the project. Among others, the following populations shall be considered:
 - Visual, auditory, kinesthetic, and other learners
 - Tech-skilled and tech-challenged employees
 - High School, associate's, bachelor's, and post-graduate degree holders
- Training that is based on the business process and tailored to PRDoLHR specific functionality and needs.
- Must identify the tools and documentation that shall be necessary to support proposed effort changes to integrate with the new IT solution.

2.6.4. Training Phases:

- Introduction to the IT solution
- Deliver a Solution in an incremental and iterative manner such that the business users can test the components that satisfy the requirements as early as possible:
 - The Proponent will provide a presentation or video identifying the new business process and procedures that will be implemented.
 - Must be delivered in PDF format or a PPT for hosting on the PRDoLHR system that will be selected as the learning option. A closed caption option must be included.
 - The presentation or video must be delivered at least 7 days prior to the Acceptance Test Training phase.
 - **The training must be conducted by Proponent staff who have been continuously involved in the project.**
 - The Proponent must be prepared for a class size of no more than twelve students per class. The PRDoLHR will provide training areas for the delivery of the training. Multiple classes may be necessary.

- Training for testers must include maintenance, support, updating, and use of the contextual help system and training modules.
- Training for PRDoLHR IT Staff
 - Technical training will be conducted by the Proponent.
 - The Training Agenda shall include technical training and the assistance of the Puerto Rico Innovation and Technology Service as needed or others designated by the PRDoLHR.
 - The training will include the assistance of trainers who are involved in the process since the beginning of the project, as well as a virtual option for the delivery of training.
 - Training materials must include but are not limited to system manuals, guides, or walkthroughs.
 - Training materials must include, at a minimum, Help Desk Assistance, step by step tutorials, visual material, and guides in the supported languages specified by the PRDoLHR.
 - The Proponent must develop a training plan for all the training courses.
 - The training must include instruction and materials on how to modify the system default parameters and charts as needed.
- Training of Trainers and Users
 - A train the trainer approach will be provided by the Proponent for designated staff identified by the PRDoLHR. (Designated staff will be capable of training the end-user - PRDoLHR staff - upon the completion of the training classes).
 - The Proponent must prepare a training schedule for the training classes approved by the PRDoLHR. It shall be delivered no more than two weeks before the beginning of the user training.
 - The training will include the assistance of trainers who are involved in the process since the beginning of the project and a virtual conference option for the delivery of training.
 - Training materials for the users and staff will be provided by the Proponent and must include guides or walkthroughs as needed.
 - The Proponent must ensure that the PRDoLHR trainers fully understand and are able to modify and update information on the new IT solution.
 - PRDoLHR will be responsible for training its remaining staff using the training materials developed by the Proponent.

2.7.Operations and Maintenance

Deliver a Solution that promotes ease of maintenance via:

- Use of standard software development language(s).
- Suggested use of an object-oriented design process and Unified Modeling Language (UML) to clarify and document the Solution design.
- Use of cloud-based technology in design, administration, operational configuration, and management.
- Minimization of administrative burden.
- Minimization of production configuration footprint (i.e., minimize the number of hardware and software components, use of disparate equipment, multiple operating systems, etc.).
- Configurability where changes can be made by business roles.
- Use of an n-tier/multi-tier architecture to isolate business logic, presentation, control logic, and data.
- Record and resolve in a timely manner any system defects that may arise during the implementation process.
- Use of technologies, such as streaming video, to inform clients of the services provided and to educate them regarding the capabilities of self-service features.

3. Technical Aspects of the Proposal

3.1. Proposal Format and Content

3.1.1. All proposals must meet the following general format requirements:

- The proposal must be set up on 8.5 x 11 sized pages. The 11 x 17 pages are allowed just for schematics, maps, organizational charts, drawings, tables, and schedules. Narrative text cannot be included on such 11 x 17 pages, by doing so, the proposal may be disregarded by PRDoLHR. Each 11 x 17 page will be counted as a single page. The documentation should be single-spaced. All pages of the Proposal must be numbered consecutively, within each section of the Proposal. All required forms must be individually numbered, including any 11 x 17 pages, and must conform to the identified page limitation.
- The proposal must be written using the “Arial” font (not Arial Narrow), 12-point, including diagrams, organizational charts, and other such graphics.
- Standard corporate brochures, awards, and marketing materials shall not be included in the Proposal, nor any other document or materials that are not specifically required by the RFP.
- To comply with the paperless act and other federal and state regulations the proposal should be submitted via email as a PDF to the established POC.
- Documentation included in the proposal should only be modified or altered if the PRDoLHR requests additional information.

3.1.2. Content and organization

- Proponents must structure the proposal strictly following the outline below. All responses should be succinct, self-explanatory, and in the order outlined in this section:
 - **Title Page** - The title page should indicate the date, subject, name(s), and title of the Proponent, address (es), e-mail address, telephone, and fax number(s) of the Proponent and/or individual(s) responsible for responding to this request. The title page must reference this RFP and confirm that all elements of the RFP have been read and understood and that the proponent takes no exception to the materials provided.
 - **Signature of Responsible Persons** - The proposal must be signed by an authorized official. The proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the Proponent, and for those who may be contacted for the purpose of clarifying the information provided.

- **Table of Contents** - The Proponent must provide a detailed Table of Contents for the entire submission package, which includes all the required forms, tables, and supporting documents in the application, as well as all the section and subsection headings in the Project Narrative and Budget.
- **Project Abstract Summary** - A one-pager, self-contained, summary of the proposed project, including the purpose and outcomes, must be included in this section. This summary must not include any proprietary or confidential information.
- **Proposal Narrative** - Proponents must organize and present their proposal narrative divided into different Sections. Each section must be subdivided as needed. Dividers do not count as pages subject to page limitations noted herein but the content on any divider page will not be evaluated. A detailed description of the proposal narrative can be found in section 3.2 below.
- **Work Plan** Described below in section 3.3.
- **Cost and price information-** – Described below in section 3.4.
- **Attachments** – The following attachments are mandatory. Proponents may not attach documents other than those listed below.
 - **Forms**
 - **Certifications**
 - **Staffing Plan and Curriculum Vitae**
 - **Organizational Chart**
- The Proponent must ensure that the proposal does not exceed the maximum number of sixty pages. The table below details the requirements of pages allowed by section, and the application forms that should be included associated with each section.

Section	The maximum number of pages allowed
Title Page	1
Signature of Responsible Persons	1
Table of Content	No limit
Project Abstract Summary	1
Proposal Narrative	20
Work Plan	10
Cost and price information	10
Attachments	No limit

3.2.Proposal Narrative - The Proposal Narrative must include the following headings:

3.2.1.Proponent Organizational Structure

The Proponent must provide a general description of the Proponent’s organization, including the legal structure (corporation, partnership, franchise, etc.), the number of professional and support staff employed, and the primary business functions. The Proponent must provide a description of the Proponent’s office/division that would support the contractual services, including its geographic location, staffing level, background, as well as other available resources.

3.2.2.Financial Condition

If the Proponent is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Proponent has been in business for less than two years, they must include any financial statements prepared by a Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

3.2.3.Proponent Qualifications, Related Experiences

In this section, the Proponent must demonstrate it has an experienced professional team and include a description of the capabilities that allow the proper and successful execution of the services. The Proponent must also show effective and substantive experience relative to the established Scope of Work (refer to Section 2) with a broad range of entities. Provide in a table format a list of current entities where the Proponent has implemented a similar solution including a description for each instance and the year it was implemented. Proponents are encouraged to identify other experiences, factors, or strengths that they possess, which may assist the PRDoLHR in its selection process.

3.2.4.References

In this section, the Proponent must provide a table with the names, addresses, and phone numbers of individuals who can serve as references. References should be authorized Executive officials or managers who have worked directly with the Proponent in engagements relevant to the scope of the work proposed in the RFP.

3.2.5. Description of the Proposed Project Scope of Work

The Proponent should include a description of the proposed project scope of work by phase (pre-implementation, implementation, monitoring, and evaluation). The Proponent must describe in detail the IT solution proposed. The IT solution must comply with all the requirements described in Section 2, Scope of Work. The Proponent must ensure that the goals and objectives included, in Section 2, Subsection 2.2, can be met. The Proponent must consider the evaluation criteria when developing this section of the narrative. The approach and methodologies, schedule, system design, as well as technical, business, and vendor requirements, among others, will be considered when scoring the proposal (see Section 4 of the RFP).

- Pre-Implementation Phase- The Proponent must describe in detail the planning and development activities that precede the implementation of the IT solution.
- Implementation- The Proponent must describe in detail the process of implementation of the IT solution, including the training, technical assistance, and capacity building activities, in accordance with Section 2 of this RFP.
- Monitoring and evaluation– The Proponent must describe how they will ensure the project is carried out as proposed and meets the goals and objectives included in the work plan. The Proponent must explain how they will monitor the process of implementation of the project, and how they will measure the outcomes of each objective, to comply with the requirements and expectations of the PRDoLHR, as described in the RFP.

3.2.6. Key Personnel

Key personnel are defined as those who will be assigned to or performing the actual services or a portion of them.

- Indicate key personnel who will be assigned to this project and give a brief description of the experience of each specific role under the prospective services including certifications. Note key personnel previous experience (if any) working together in such roles.
- Provide an organizational chart indicating the Key personnel and the structure for communication with the PRDoLHR.
- Provide any additional personnel expected to be contracted or subcontracted. *The Proponent will not be allowed to subcontract any part of the Service without the prior written express consent of the PRDoLHR.*

- Indicate the location of the office where work will be performed and specifically whether certain personnel will be used on an as-needed basis.

The Proponent must submit as an attachment a curriculum vitae for each Key Personnel that will be involved in the proposed project. Curriculum vitae must specify the following:

- The role that each person will fulfill for the project
- An overview of relevant experience, demonstrating how such experience will add value to the execution of the project.
- Certifications relevant to the execution of the project, for example:
 - Certified Information System Security Professional (CISSP)
 - Cisco Certified Design Associate (CCDA)
 - Microsoft Certified Database Administrator (MCDBA)
 - Certified Novell Engineer (CNE)
 - Others

3.2.7. Conflict of Interest

In this section, **the Proponent should disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest.** Any Proponent that fails to pass PRDoLHR determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive and shall be disqualified without further evaluation.

3.2.8. Regulatory Issues

In this section, the Proponent should disclose any regulatory problems experienced in the past ten years.

3.3. Work Plan

The Proponent must provide a detailed Work Plan indicating how the proposed project will be planned, implemented, monitored, and evaluated. The Work Plan should address the established needs of the PRDoLHR, as stated in Section 2, Scope of Work, of this RFP. The work plan should incorporate all deliverables included in the RFP. The work plan should be a concise easy-to-read overview of the goals, objectives, activities/action steps, timeline, and responsible staff for implementing each task associated with the proposed project. Proponents must propose specific, measurable, achievable, realistic, and time-based objectives for each activity. The Proponent must include for each objective, the indicators or measures that will be used to evaluate success. The Proponent must clearly identify the period of

performance of the proposed project, by phases (pre-implementation, implementation, monitoring, and evaluation). The training, capacity building, and technical assistance (TA) needs to support the implementation of the proposed project must be included in the work plan.

Please provide the above information in a table format. The Proponent should submit the work plan with a preliminary timeline.

The selected Proponent must work with the PRDoLHR Post-award to review and revise the proposed work plan, and activities may be adjusted to better address the overarching goals and/or changing dynamics of the project.

3.4. Service Level Agreements

PRDoLHR has developed a set of minimum Service Level Agreements (SLAs), which the selected Proponent (Contractor) is expected to meet, or exceed, to be in good standing on the Contract and to ensure that PRDoLHR is provided with prompt and reliable service. Consideration has been given to this section to identify critical measures of successful project performance to ensure that performance standards are achieved and maintained throughout the project. **The proponent must submit as part of his proposal their service level agreement to be evaluated and use this section as minimum requirements.**

The awarded proponent shall be liable for liquidated damages for work that is not completed within the times specified elsewhere in the contract, in the amounts provided for in this solicitation, provided, however, that due account shall be taken of any adjustment of specified completion times for completion of work as granted by approved contract Change Orders. The purpose of this stipulation is to establish a predetermined sum in the event of a contract breach. The amount proposed must be reasonable and consider the actual or anticipated harm caused by the contract breach, the difficulty of proving the loss, and the difficulty of finding another, adequate remedy; the damages should be structured to function as damages, not as a penalty.

The awarded proponent will not be penalized for failure to meet service level agreements if PRDoLHR agrees that the delay was due to adverse conditions that were beyond their control. For all configurable items for which the change is owned by the Awardee, PRDoLHR shall unilaterally determine the turnaround time for each change (i.e., from change initiation through deployment) and the change shall be performed at no cost to PRDoLHR.

The Awardee shall be responsible for complying with all Service Level requirements, metrics, and level of the agreement included in the table below, and shall also ensure compliance by all subcontractors. The Awardee may propose alternative SLAs and/or service credits; however, the proposal must be submitted based on the SLAs included in the table below. The Awardee shall also meet the Incident response time and resolution requirements. The Awardee shall provide a monthly report to monitor and detail response times and resolution times, as well as provide detailed monthly reports evidencing the attained level for each SLA set forth herein.

PRDoLHR reserves the right to mandate the severity level assigned to any given Incident. The Incident Severity Levels are outlined below:

CRITICAL: Emergency Impact - The Incident has caused a complete and immediate work stoppage affecting a core service or critical application.

Examples: 1) Major application problem with Severity 1 function. 2) Severe disruption during critical periods. 3) Network outage. 4) Security violation

HIGH: Major Impact - A business process is affected in such a way that business functions are severely degraded, multiple users are impacted, a key customer is affected, or a critical function is operating at significantly reduced capacity or with significantly reduced functionality. A workaround may be available but is not easily sustainable.

Examples: 1) Major data/database or application Issue. 2) Security incursion of a non-critical system. 3) Requests received from VIP users.

MODERATE: Moderate Impact - A business process is affected in such a way that certain functions are unavailable to end-users or customers, or a system and/or service is degraded. A workaround may be available.

LOW: Minimal Impact - An incident that has little impact on normal business processes. The incident can be handled on a scheduled basis. A workaround is available, or there is a minimal negative impact on a user's or customer's ability to perform normal daily work.

Example: "How-to" questions, suggestions for improvement.

No.	Service Requirement	Measurement	Service Level Agreement (SLA)	SLA Credit of monthly fees (or equivalent portion of the Annual License fee)
1	Incident Response Time – Critical	Average Response Time for critical incidents	<15 min	4%
	Incident Resolution Time–Critical	Resolution Time of critical incidents	<4 hours	4%
2	Incident Response Time - High	Average Response Time	<30 min	3%
	Incident Resolution Time - High	Resolution Time	<8 hours	3%
3	Incident Response Time – Moderate	Average Response Time	<2 hours	2%
	Incident Resolution Time – Moderate	Resolution Time	<24 hours	2%
4	Incident Response Time – Moderate	Average Response Time	<6 hours	1%
	Incident Resolution Time – Moderate	Resolution Time	<72 hours	1%
5	Network Availability	System Uptime During the Operations, Maintenance, and Support phases of the project, the accumulation of more than 0.5% of system downtime, attributable to the Contractor, due to one or more incidents.	<99.5%	For Downtime occurring during Critical Hours, 3% of the monthly fees (or equivalent portion of the Annual License fee) for every 0.1% below the required Service Level. For Downtime occurring during Non-Critical Hours, 1% of the monthly fees (or equivalent portion of the Annual License fee) for every 0.1% below the required Service Level.
6	Network Data Availability	No data loss.	100%	1%

No.	Service Requirement	Measurement	Service Level Agreement (SLA)	SLA Credit of monthly fees (or equivalent portion of the Annual License fee)
7	Scheduled downtime maintenance	Scheduled maintenance and downtime shall only occur during non-business hours and shall not exceed six (6) hours per thirty (30) calendar days. The Contractor shall provide two weeks (14 calendar days) notice and obtain PRDoLHR approval prior to any scheduled downtime. Scheduled downtimes that exceed 6 hours may be granted in exceptional circumstances a PRDoLHR's sole discretion.	<6 hours each month	During Critical Hours, 1% of the monthly fees (or equivalent portion of the Annual License fee) For Download Times failing to meet the applicable Service Level during Non-Critical Hours, .5% of the monthly fees (or equivalent portion of the Annual License fee) for every ten (10) instances a Service Level Failure has occurred in a month.
8	Application Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels.	<99.5% <98% <97% <96%	The SLA Credits for this Measurement are aggregated. Each level of failure is added together for a maximum SLA credit of 4% when service reaches the lowest level allowed. The contractor shall minimize or eliminate unscheduled application downtime to 0.5% or less. <99.5- 1% <98%- 2% <97%- 3% <96%- 4%
9	System Response Time	95% of the system's on-line transactions shall be processed in one (1) second for transactions that do not change data and transmitted within a three (3) second response time for transactions that do change data.	<95% <93% <91% <90%	The SLA Credits for this Measurement are aggregated. Each level of failure is added together for a maximum SLA credit of 4% when service reaches the lowest level allowed. <95% - 1% <93% - 2% <91% - 3% <90% - 4%
10	On-Time Batch Processing	Batch processing shall be completed within the established batch window 99% of the time.	99%	1%

No.	Service Requirement	Measurement	Service Level Agreement (SLA)	SLA Credit of monthly fees (or equivalent portion of the Annual License fee)
11	Disaster Recovery	The contractor shall provide recovery and continuity of operations within 8 hours from a system/network failover.	n/a	The contractor assessed a fee equal to the amount of \$90,000.00 per each 8-hours period.

3.5. Cost and Price Information

The Proponent must provide, in detail, the cost for each service described in the Scope of Work. In addition, as part of the cost and price, the Proponent shall submit a Budget Breakdown (Line-item Budget) with the proposal and an itemized Budget Narrative describing all the estimated cost.

The cost established in the proposal must be fixed for the term of the contract, and the Proponent will not be allowed to change any pricing without the prior written express consent of the PRDoLHR.

When developing the budget narrative, Proponents must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. An example of the categories that can be included in the budget are:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Contractual costs
- Equipment
- Supplies
- Travel
- Training
- Other categories

4.Selection Process and Evaluation Criteria of this seal bid process

4.1.Introduction

The PRDoLHR will be accepting proposals to develop a cloud-based IT solution that integrates the full cycle of the unemployment benefits program, from the claimant's initial application to the payment disbursement process. The objective is to unify, expedite, and increase efficiency in all processes, minimize the margin of error, improve customer service, and comply with all federal and state regulations.

The PRDoLHR will review the submitted proposals, to determine eligibility and responsiveness. For a proposal to be deemed responsive and eligible to be evaluated for selection, the Proponent must have met the deadline for submission, must have presented a complete proposal in the format described in the RFP, must have included required signatures, all the requested information in each section, and for each deliverable, all forms, attachments and supporting documentation. In addition, the proposal must meet all requirements and comply with all terms and conditions included in this RFP and any other established in Regulation 9230 (Uniform Regulation for purchases and bid of goods, works, and nonprofessional services) established by the Puerto Rico GSA.

4.2.Bid Board

The PRDoLHR has appointed a committee to review and evaluate all submitted proposals in accordance with the RFP, (the "Bid Board") The Bid Board has seven (7) members.

The Board shall obtain technical and legal support from PRDoLHR employees, consultants, and attorneys, as needed. The contract shall be awarded to the Proponent whose proposal is found to be technically sufficient, acceptable, and most advantageous to the PRDoLHR.

The Agency may enter simultaneous or subsequent negotiations with Proponents to determine the Selected Proponent. The Board and the PRDoLHR reserve the right to interview key personnel of the Proponent before the contract is awarded. The PRDoLHR staff reserves the right to conduct discussions with each Proponent and to request that they submit a revised experience, technical proposal, and/or financial proposal, if necessary.

The Bid Board shall report its findings and make its recommendations to the PRDoLHR. The Agency, however, may accept the recommendation of the Evaluation Committee or award the contract to another

Proponent or Proponents, or exercise any of the rights reserved by the PRDoLHR leadership. Proposals that are not disqualified will be evaluated as to the substantive material, provided however that, in addition to the rights reserved in this section, the PRDoLHR reserves the right to waive any defect or technicality in any proposals received and modify or postpone or terminate the RFP process in its entirety or with respect to any Proponent, at any time, for any reason or no reason.

4.3.Laws Applicable to award

Various federal and state laws rule PRDoLHR operations. The proposed IT solution must comply with all applicable laws, including but not limited to the following:

- Law 74 of the 21st of June of 1956, as amended.
 - o Establishes employment security in the Government of Puerto Rico, providing for the payment of unemployment.
- Law 75 of 25th of July of 2019 - *Puerto Rico Innovation and Technology Service*
 - o Promotes the use of information technology to improve government efficiency and more appropriate management of human and physical resources, which translates to better service and transparency.
- ET HANDBOOK No. 395, 5th Edition
 - o The Unemployment Insurance (UI) Benefit Accuracy Measurement (BAM) system (formerly Quality Control [QC]) provides the basis for assessing the accuracy of UI payments. It is also a diagnostic tool for the use of Federal and State Workforce Agency (SWA) staff in identifying errors and their causes and in correcting and tracking solutions to these problems.

4.3.1.Responsiveness

The Bid Board shall first review and determine if each Proposal completed all requirements as to format and content. Each Proposal will be reviewed for:

- Conformance to the RFP instructions regarding organization and format; and
- Responsiveness to the requirements set forth in this RFP.

Those Proposals not responsive to this RFP may be excluded from further consideration, and the Proponent will be advised. The PRDoLHR Parties may also exclude from consideration any Proponent whose Proposal contains a material misrepresentation.

All proposals and accompanying documentation will become the property of the PRDoLHR and will not be returned. The information provided will be managed with strict confidentiality during the bid evaluation process, and no details of the proposal will be discussed outside of the evaluation process. Therefore, the proposal must be signed by an official authorized to commit the company to a contract.

4.3.2. Evaluation Criteria

The table below identifies the high-level categories that will be used to evaluate the Technical and Cost proposal. Only Bidders meeting minimum qualifications will be invited to participate in oral presentations, including a demo of the IT solution, and submit a cost proposal.

Evaluation Criteria	
Initial Screening (Pass/Fail – No points)	
	Written Technical Evaluation (60%)
	- Approach
	Solution Overview
	Operation and Maintenance support
	Project Schedule
	Risk Management Plan
	Data Conversion Plan
	- Requirements
	Technical Requirements
	Business Requirements
	Vendor Assessment
	-Corporate Experience
	Prior Experience
	- Staffing
	Bidder Staff Roles and Responsibilities
	Resume Summary Template
	Bidder Staffing Resource Chart
	Key Personnel Resumes
	Financial Proposal Evaluation (25%)
	-Costs and rates
	Live Technical Evaluation (15%): Live Demonstration and Site Visit Evaluation
	Final Evaluations

4.3.3. Technical Proposal Evaluation

4.3.3.1. Evaluation process

The evaluation process of this Request for proposal is going to be divided into three phases that are explained in the next sections.

Phase 1 of evaluation

- **Initial Screening (Pass/Fail – No points)**

During the initial screening, the PRDoLHR evaluation committee will determine whether the proposal meets the minimum requirements of the RFP. This step does not convey a point value, but rather a passing or failing evaluation.

Phase 2 of evaluation

- **Written Technical Evaluation (60%)**

The next step will be performed by the Technical Evaluation Team and their assessment will be based upon the requirements of this RFP and will be organized by the following categories.

- **Proponent Experience:** The basis for this evaluation category will be the information provided by the Proponent regarding their prior experiences. In addition, PRDoLHR will contact the references provided by the Proponent on the Project Experience Reference Form.
- **The Solution:** Proposals will be evaluated based upon information provided in response to the RFP requirements.
- **The Schedule and Staffing Plan:** Proposals will be evaluated based upon information provided and in addition, PRDoLHR will contact the references provided by the Proponent on the Proposed Minimum Qualifications Summaries.
- **The Methodology:** Proposals will be evaluated based upon information provided in response to the RFP requirements.
- **Training Approach:** Proposals will be evaluated based upon information provided in response to the RFP requirements.
- **Operations and Maintenance:** Proposals will be evaluated based upon information provided in response to the RFP requirements.

Before Financial Proposals are opened, the Technical Evaluation Team will review the Technical Proposal Evaluation record, and any other available information pertinent to whether each Proponent is responsive and responsible. If the Technical Evaluation Team identifies any Proponent who does not meet the minimum Written Technical score, they will not recommend the Proponent for potential contract award, and that proposal will not undergo a Financial Proposal Evaluation. The team members will fully document this determination.

- **Financial Proposal Evaluation (25%)**

The RFP Coordinator will open for evaluation of the Financial Proposal of Proponents that meets the minimum Written Technical score.

The Financial Proposal Review Committee will perform the financial proposal evaluation. This evaluation will be made independent of the written technical proposal evaluation, and it will be based upon the Proponent's response. All costs and rates provided in response to this RFP must be inclusive of travel, lodging, meals, and other incidental costs. The financial proposal evaluation will be based on the total cost of services, hardware, and software for the contract term.

The lowest cost Proponent will receive the maximum points for each cost category. All other Proponents will be evaluated relative to the lowest Proponent's cost in that category. The formula for the evaluation of other Proponent's cost will be: $(\text{lowest cost Proponent} / \text{Proponent cost}) \times \text{maximum points for each cost category}$.

While the low cost of the service is a vital element of the RFP process, the Evaluation Committee nor the PRDoLHR is not legally bound to award the RFP to the lowest-priced proposal.

Phase 3 of evaluation

- **Live Technical Evaluation (15%): Live Demonstration and Site Visit Evaluation**

Only those Proponents whose combined written technical and financial scores place them in a position to be awarded the contract (finalists) will be invited to participate in the live demonstration and site visit process (live technical).

Proponents will be notified of the date, time, and place of the live demonstration. The purpose of the live demonstration will be for the Proponent to substantiate its ability to provide the requested services and to provide the details as to how it will accomplish the requirements of the RFP. The Proponent must

propose key, dedicated personnel with recent system modernization project experience as team members. Key personnel must participate in the Proponent's live demonstration. Additional details regarding the format of this stage of the evaluation may be provided to the finalists prior to the interview. The live demonstration will be evaluated based on whether it substantiates the characteristics and attributes indicated in the proposal. Questions to be asked to the Proponent may include background, relevant experience, and situational business-related questions. PRDoLHR will set the agendas and will use this process to clarify the Proponents' proposals.

Proponent staff in attendance must fully understand the proposal submitted, be able to address PRDoLHR concerns and comments, and be able to provide additional information regarding the original information provided within the Proponent's proposal.

The format of the live demonstration will be provided to Proponents prior to the presentations. The live demonstration will be no longer than two (2) days. The proponent will be expected to provide a demonstration of how its proposal addresses the RFP requirements and Puerto Rico's needs. The live demonstration will be evaluated and scored as part of the live technical component of the technical evaluation.

The RFP Coordinator will randomly schedule live demonstrations during the period indicated by the RFP. Random scheduling precludes any consideration of proponent time or date scheduling preferences or related requests. When the live demonstration schedules have been determined, the RFP Coordinator will contact proponents with the relevant information as indicated by the RFP Timeline. Live demonstrations will be held in the San Juan, Puerto Rico area.

Live demonstrations will be open only to the invited Proponent, Technical Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by PRDoLHR to aid the Proposal Evaluation Team. PRDoLHR will maintain an accurate record of each proponent's live demonstration session, and such record shall be made part of the procurement file. PRDoLHR reserves the right to deem any functionality presented during the live demonstration as part of the overall Technical Proposal.

For site visits, the evaluation team may view the UI system currently in operation for which the qualified (i.e., finalist) Proponent's intended Solution is based. The site identified must be within the Puerto Rico area, representative of the proposed Solution to perform the work, and of the scale and scope required by this RFP. The evaluation team may also choose to view or investigate the UI system currently in operation at a proponent's customer's site remotely using appropriate technology. This will become part

of the evaluation process. The Proposed site visit address must be included in the proponent's Site Visit Information. One site visit per Proponent is permitted. PRDoLHR will not conduct a subsequent site evaluation at an alternate site. During the site visit, PRDoLHR evaluators plan to observe the proponent's capability to meet requirements such as (but not limited to):

- Observe live intake calls being taken,
- Watch internal staff use the UI applications, and
- Discourse with various staff levels involved.

PRDoLHR reserves the right to seek clarification(s) of any information collected during live demonstrations and/or site visits. Clarification(s) may be sought via phone calls, emails, site re-visits, conference service, or video.

Final Phase

- **Final Evaluations**

During this last step, adjustments may be allowed as related to clarifications, discussions, presentations, and or demonstrations, but only to the extent, such revisions are consistent with the proposal requirements. Such adjustments shall be submitted in writing. The Evaluation Committee will re-consider the initial proposal ratings and may make any adjustments they believe to be warranted because of the additional information obtained. Proponent's scores from the Written Technical and Financial Evaluation, the proponent's live demonstration (Live Technical), and the Site Evaluations (Live Technical) will be totaled to produce a combined score. The proposals will be ranked based on these combined scores.

After awarding the results of this proposal, the results must be revised and approved by the Financial Oversight and Management Board for Puerto Rico before signing the contracts.

4.4.Proposal Details

4.4.1.Complete proposal

To be considered, each Bidder must submit a complete proposal following the format and content specifications included in Section 3 of this RFP. The proposal must state how long it remains valid. This period must be at least 30 days from the due date for responses to this RFP.

4.4.2. Proposal efficiency

Each proposal should be prepared with simple language, offering a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, and promotional material are not considered during the evaluation. Emphasis should be on completeness and clarity of content in the format specified.

4.4.3. Price and Notations

Prices and notations must be typed or in ink. Prices must be for new items only unless specified otherwise in the RFP. The person signing the proposal should initial all pricing corrections made to the proposal by the Bidder before submission in ink. In the event of un-initialed pricing corrections, the Buyer, with Management approval, may require an affidavit from the Bidder confirming the price correction was made before the bid submission.

4.5. Submitting Bids and Proposal

Each deliverable shall meet the following:

- Proposals shall be submitted electronically by the deadline as no extension is made.
- Include all required sections and supporting documents.
- Pay attention to the detailed Proposal format instructions included in Section 3 of this RFP, subsection 3.1.

5. Terms and Conditions

5.1. Government of Puerto Rico and Federal Requirements

5.1.1. Confidential Information

As used in this Section, “Confidential Information” of Proponent must mean *all non-public proprietary information of Proponent (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proper order*] must also expire upon the termination of the awarded Contract unless otherwise extended under such. Absent an early termination for any reason, pending deliverables [or services, o order] issued but not expired, by the end of the awarded Contract’s stated term, must remain in effect for the balance of the fiscal year for which they were issued.

5.1.2. Headings

Captions and headings used in the RFP are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the RFP.

5.1.3. Severability

Each provision of the RFP is severable from all other provisions of the RFP and, if one or more of the provisions of the RFP is declared invalid, the remaining provisions of the RFP remain in full force and effect.

5.2. General Disclosures, Rights, Options, and Disclaimers

The issuance of this RFP, submission of a response by any firm/team, and the acceptance of such response by the PRDoLHR does not obligate the Government of Puerto Rico (hereinafter, the PR Government). The proponent shall only be bound by its proposal for the period of sixty (60) days required in this RFP. Legal obligations will only arise upon the execution of a formal between the PRDoLHR and the selected firm/team.

By responding to this RFP, proponents acknowledge and consent to the following conditions relative to the procurement process. The PRDoLHR is not bound to accept any proposals if proponents do not meet the PRDoLHR requirements. Without limitation, and in addition to other rights reserved by the PRDoLHR in this RFP, the PRDoLHR reserves and holds, at their sole discretion, the following rights, and options:

- To accept or reject any, and all, submittals in whole or in part.
- To discuss, with any or all proponents, different or additional terms to those included in this RFP or received in any response.
- To cancel this RFP in whole or in part, at any time, with or without substitution of another RFP if such cancellation is determined to be in the best interest of the PRDLHR.
- To supplement, amend, or otherwise modify this RFP prior to the date of submission of the proposals.
- To receive written questions from proponents concerning this RFP, and to provide such questions, and PRDoLHR responses, to all proponents that received a copy of the RFP.
- To require additional information from one or more proponents to supplement or clarify the submitted proposals.
- To conduct further investigations with respect to the qualifications and experience of each Proponent.
- To visit and contact the Proponent's client in any of the projects or engagements referenced in the proposals with the intent of obtaining direct information regarding the proponent's performance in such engagements.
- To waive any defect or technicality in any received proposals.
- To eliminate any Proponent that submits a non-conforming, non-responsive, incomplete, inadequate, or conditional proposal.
- To investigate the technical and financial qualifications of proponents using sources in addition to what was included in the proposals.

All costs and expenses incurred by the proponents in the preparation and delivery of a proposal will be the sole responsibility of the proponents. The PRDoLHR will not be liable for any amount to any Proponent, in any manner, under any circumstances, including without limitation, because of a cancellation of the RFP process. The proponents cannot make any claims whatsoever for reimbursement from the PRDoLHR Parties for the costs and expenses associated with the process.

Once submitted, the proposal is final, it cannot be modified, changed, nor terms negotiated, since negotiations may not take place.

5.3. Confidential or Proprietary Information

One digital copy of each proposal will be retained for the PRDOLH files. If a Proponent considers that its proposal contains material that is confidential and/or proprietary, the Proponent must clearly note or mark each section where such material is included as confidential and/or proprietary. The PRDoLHR will determine whether such material meets the requirements for an exemption from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the PRDoLHR does not consider such material to meet the requirements for exemption from disclosure, the material will be made available to the public, regardless of the notation or markings. It is the responsibility of Proponents to be thoroughly informed and familiar with the requirements of disclosure of public documents. Furthermore, by responding to this RFP Proponents acknowledge and agree that the PRDoLHR will not be responsible or liable in any way for any losses that the Proponent may suffer from the disclosure of information or materials to third parties. It is the responsibility of the Proponent, as the real party in interest, to object to any disclosure and defend any action that may be necessary to protect its confidential information.

Upon competition of the RFP process, the PRDoLHR will make public its report regarding the qualification, procurement, and selection process.

Proponents and the PRDoLHR each acknowledge that the other possesses and must continue to possess confidential information that has been developed or received by it.

The PRDoLHR and Proponents must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as its employees to avoid unauthorized disclosure, publication, or dissemination of its confidential information of like character, but in no event less than reasonable care. Neither the Proponent nor the State must:

- make any use of the Confidential Information of the other except as contemplated by this RFP,
- acquire any right in or assert any lien against the Confidential Information of the other, or
- if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party.

Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this RFP. Disclosure to, and use by, a Subcontractor is permissible where:

- use of a Subcontractor is authorized under this RFP,

- the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and
- Proponent obligates the Subcontractor in a written contract to maintain the PRDoLHR Confidential Information in confidence.

As per the PRDoLHR request, any employee of Proponent and of any Subcontractor having access or continued access to the PRDoLHR Confidential Information may be required to execute an acknowledgment that the employee has been advised of the Proponent and the Subcontractor's obligations under this Section and of the employee's obligation to the Proponent or Subcontractor to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation, the Proponent must certify to the PRDoLHR that Contractor and/or Sub Contractor has destroyed all Government of Puerto Rico Confidential Information.

5.4. Jurisdiction, Reconsideration and Judicial Review

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

Any person, party, or entity that considers itself adversely affected by an award determination made by the Puerto Rico GSA Bid review board, in relation to this RFP, may file a petition for reconsideration to the Puerto Rico GSA Bid review board within the established twenty (20) days from the date on which a copy of the Award Notice is duly notified, in accordance with section 3.19 of Act 238-2017, as amended. Simultaneously with the filing of the petition for reconsideration, the petitioner shall submit a copy of the petition to all parties in the procedure and to the Puerto Rico GSA Bid review board. The review board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once - for just cause- for an additional period of fifteen (15) calendar days.

If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the US Postal Service. If the review boards, does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of the

right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board. Any Proponent that considers itself adversely affected by this notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 238-2017.

The mere filing of a petition for reconsideration before the Puerto Rico GSA Bid review board of filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

5.5. Warranties and Representations

The Proponent represents and warrants:

- A. It is capable of fulfilling and must fulfill all its obligations under this RFP, in all respects. The performance of all obligations under this RFP must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this RFP.
- B. The RFP Appendices, Attachments, and Exhibits identify the equipment, software, and services required for the Deliverable(s) to perform and Services to operate in compliance with the RFP requirements and other standards of performance.
- C. It is the lawful owner or licensee of any Deliverable licensed or sold to the PRDoLHR by Proponent or developed by Proponent under this RFP, and the Proponent has all the rights necessary to convey to the PRDoLHR the ownership rights or licensed use, as applicable, of any, or all, Deliverables. None of the Deliverables provided by Proponent to the PRDoLHR under neither this RFP, nor their use by the PRDoLHR must infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- D. If under this RFP, Proponent procures any equipment, software, or other Deliverable for the PRDoLHR (including equipment, software, and other Deliverables manufactured, re-marketed, or otherwise sold by Proponent under Proponent's name), Proponent must assign or otherwise transfer to the PRDoLHR or its designees, or afford the PRDoLHR the benefits of, any

manufacturer's warranty for the Deliverable, in addition to Proponent's other responsibilities with respect to the items in this RFP.

- E. The Proponent has the power and authority, including any necessary corporate authorizations, needed to perform and complete the duties established in this RFP.
- F. The Proponent is qualified and registered to transact business in Puerto Rico and all locations where required.
- G. Neither the Proponent nor any of its Affiliates, nor any employee of either, have, must have, or must acquire any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Proponent's performance of its duties and responsibilities to the PRDoLHR or the PR Government under this RFP, or otherwise create an appearance of impropriety with respect to the award or performance of this RFP. The proponent must notify the PRDoLHR about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.
- H. Neither the Proponent nor any of its Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Proponent or Affiliates or employee on behalf of the PRDoLHR would be influenced. The Proponent must not attempt to influence any PR Government employee by the direct or indirect offer of anything of value.
- I. Neither Proponent nor any of its Affiliates, nor any employee of either have paid or agreed to pay any person, other than bona fide employees and consultants working solely for Proponent or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this RFP.
- J. The prices proposed by the Proponent were arrived at independently, without consultation, communication, or agreement with any other Proponent for the purpose of restricting competition; the quoted prices were not knowingly disclosed by the Proponent to any other Proponent, and no attempt was made by the Proponent to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- K. All financial statements, reports, and other information furnished by the Proponent to the PRDoLHR as part of its response to or otherwise in connection with the award of this RFP

fairly and accurately represent the business, properties, financial condition, and results of operations of the Proponent, as of the respective dates, or for the respective periods, covered by the financial statements, reports, and other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there has been no material adverse changes in the business, properties, financial condition, or results of operations of Proponent.

- L. All written information furnished to the PRDoLHR by or for the Proponent in connection with this RFP, including its bid, is true, accurate, and complete, and contains no untrue statement of a material fact or omits any material fact necessary to make the information not misleading.
- M. If the Proponent is selected, the data in its custody will never be used, under any circumstances, for any purposes other than those agreed to in the contract.
- N. It is not in material default or breach of any other contract or agreement that it may have with the Government of Puerto Rico or any of its departments, commissions, boards, or agencies. The Proponent further represents and warrants that it has not been a party to any contract with the PR Government or any of its departments that was terminated by the PR Government or the department within the previous five years because Proponent failed to perform or otherwise breached an obligation of the contract.
- O. If any of the certifications, representations, or disclosures made in the Proponent's original bid response change after contract award, the Proponent is required to report those changes immediately to the Point of Contact (POC) within the PRDoLHR.
- P. The Proponent must provide a warranty period of at least one (1) calendar year beginning the day after PRDoLHR acceptance of the system, during which time defects identified must be corrected at no additional cost to the PRDoLHR. The Warranty covers defects that the PRDoLHR reports to the Proponent on or before the Warranty Period End Date. Correction and testing of such defects may extend beyond the Warranty Period End Date as needed until acceptance. Lower priority warranty defects shall be corrected at no cost during the duration of the contract, regardless of when they are prioritized.

The Proponent and PRDoLHR will agree in writing on the Warranty process before the Warranty period begins, including but not limited to identification and reporting, correcting, testing and acceptance,

production software release, warranty completion confirmation process, escalation paths, and warranty staff location, using an existing PRDoLHR template.

5.6. Software Escrow Agreement

The Proponent shall maintain copies of the Proponent-Owned Software System Source Materials in escrow with an independent nationally-recognized technology escrow company pre-approved by the PRDoLHR. The escrowed materials shall include the Custom-Developed Software, the Proponent Owned Software, and (subject to any separate third-party escrow agreement incorporated to the awarded Contract) the Third-Party Software, including as to all such Software Upgrades. All costs for establishing and maintaining the System Source Materials in escrow shall be borne by the Proponent. The Proponent shall notify the PRDoLHR of each Upgrade to the Software held in escrow.

Within fifteen (15) calendar days after the PRDoLHR's written acceptance of the implementation of the System, the Proponent shall submit to the PRDoLHR a letter naming the escrow company that the awarded Proponent intends to use, with the understanding that the PRDoLHR may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company, and a proposed three-party escrow agreement among the PRDoLHR, the Proponent, and the escrow company. The PRDoLHR will indicate its approval or disapproval in writing.

Within fifteen (15) calendar days after the execution of the escrow agreement, the Proponent shall place the System Source Materials in escrow with the approved escrow company. The escrow agreement shall state that it is a supplementary agreement to the awarded contract pursuant to Section 365(n) of the United States Bankruptcy Code. The Proponent shall provide the PRDLHR with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the PRDLHR right to obtain the System Source Materials directly from the escrow company in the event of the Proponent default as described below. Throughout the term of the awarded Contract and any extensions of same, the Proponent shall periodically update the System Source Materials and notify the PRDoLHR in writing that it has been updated and that the System Source Materials in escrow is current with the PRDoLHR production environment, matches the PRDoLHR production version level, and includes any upgrades, updates, enhancements, or new releases that are applied to the PRDoLHR system. The PRDoLHR, at its option and expense, may verify the completeness and accuracy of the System Source Materials by independent audit during the awarded Contract Term.

If for any reason during the awarded Contract Term,

- a receiver, trustee, or similar officer is appointed for the business or property of Proponent,
- Proponent files a petition in bankruptcy filed a petition seeking any reorganization (without confirming immediately in writing to the PRDoLHR that it will continue to maintain the System in accordance with the terms of the awarded Contract or any applicable maintenance agreement.
- Proponent makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors.
- any involuntary petition or proceeding under bankruptcy or insolvency laws instituted against the Proponent and not stayed, enjoined, or discharged within sixty (60) days.
- Proponent takes any corporate action authorizing any of the foregoing:
 - any similar or analogous proceedings or event to those in clauses (a) through (e) above occurs in respect of Proponent within any jurisdiction outside the United States.
- Proponent ceases to carry on its business with relates to the Software.
- Proponent in material breach of its obligations as to maintenance or modification of the System under the awarded Contract or any maintenance agreement entered in connection with the System and has failed to remedy such default notified by the PRDoLHR to Proponent within the period set forth in this agreement.
- If the Proponent becomes unable or unwilling to fulfill its obligations to maintain or support as described herein, the Proponent agrees to deliver the System Source Materials held in escrow to the Government and agrees that, under such terms, the Government may instruct the escrow company in writing for and on behalf of the Proponent to deliver the System Source Materials held in escrow to the Government of Puerto Rico.
 - If the Proponent fails to deliver the System Source Materials in a timely manner, as determined by the Government, it may obtain the System Source Materials directly from the escrow company pursuant to the escrow agreement.

5.7. Insurance Requirements

5.7.1. Bid Bond

As part of the proposal, the entity must submit a Bid Bond that should be 5% of the cost of the proposal. This Bond will comply with GSA regulation 9230.

5.7.2. Payment Bond

A Payment Bond is required for any contract in excess of \$25,000, including any selected alternates. The Payment Bond shall be executed in the amount of the awarded Contract Sum and is payable to PRDoLHR solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Proponent or Subcontractors of all claimants supplying labor and material.

5.7.3. Performance Bond

A Performance Bond is required if the awarded Contract reaches or exceeds \$100,000. Performance Bonds must be in the amount of the total awarded contract including any selected alternate pricing amounts. The Performance Bond is for the protection of PRDoLHR. The performance bond must be 10% of the cost of the contract.

5.7.4. Fidelity Bond

The Proponent must obtain and keep in force during the life of the awarded Contract, a fidelity bond that indemnifies PRDoLHR against loss arising from a fraudulent or dishonest act, including the unauthorized release of PRDoLHR data, computer fraud, forgery or alterations, theft, or disappearance, and destruction on the part of the Proponent, its employees, officers, agents, and subcontractors holding positions of fiduciary trust. This Fidelity bond must be 5% of the cost of the contract.

The bond must be executed by a corporate surety or sureties holding certificates of authority to do business with the Government and acceptable to PRDoLHR. If a surety upon a bond is canceled, reduced, or otherwise amended, the Proponent must immediately notify PRDoLHR and provide a replacement bond adequate to cover the terms and conditions of this section.

The Proponent must be the Principal insured entity and PRDoLHR must be the assigned certificate holder as the Bond Oblige. A copy of the bond must be forwarded to:

Puerto Rico Department of Labor and Human Resources

Building Prudencio Rivera Martínez, 505

Av. Luis Muñoz Rivera, San Juan, 00917

The failure of the Proponent to provide evidence of the required bond within fifteen (15) business days of the awarded Contract notification may result in the termination of the awarded contract. If any of the coverage is canceled by the insurer for any reason, the Proponent must immediately notify PRDoLHR of such cancellation and must obtain replacement coverage acceptable to PRDoLHR and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

5.7.5.Cyber Liability Insurance

The Proponent will be best positioned to control the manner and means of how the system is implemented and maintained. Therefore, the express intent of the parties is to hold the Proponent accountable for information security and privacy standards and practices of Proponent organization as they pertain to the solution implemented.

The Proponent must provide certification within fifteen (15) business days of the awarded Contract notification of Cyber Liability Insurance with limits of at least twenty million dollars (\$20,000,000) to be in full force and effect during the term of the awarded Contract. The insurance must provide coverage for losses and expenses that could include, but are not limited to, notification costs, crisis management, or data reconstruction resulting from a breach. Proof of the insurance coverage must be presented by providing a certificate of insurance to PRDoLHR. All coverage must be maintained in full force and effect during the term of the awarded Contract. If any coverage is canceled by the insurer for any reason, the Awarded Proponent must immediately notify PRDoLHR of such cancellation and must obtain replacement coverage and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Fidelity Bond and Cyber Liability Insurance coverage must not limit any liabilities or any other obligations that the awarded Proponent has under the awarded Contract.

5.8.Additional Conditions, Representations, and Certification Requirements

- The contents of the proposal prepared by the Selected Proponent, with any amendment approved by PRDoLHR, will become part of the document that will be executed with such Proponent because of this RFP process and FOMB review and approval.
- The final document will include those clauses required when contracting services like those procured under this RFP and those included in contracts with the PR Government, such as contractual provisions requiring:

- Original certifications evidencing that the Proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the PR Government, the Federal Government, and the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification issued by the Department of Treasury of Puerto Rico.
- Certification of Compliance issued by the Child Support Administration (“ASUME”). Corporations must file their request for said certification with the Employer Unit of ASUME. This certification must specify that the Proponent complies with the orders issued in its name as an employer to retain the salary of employees as a result of amounts owed for child support.
- A sworn statement, signed by the President or Chief Executive Officer, authorized to represent the Proponent, indicating that the Proponent, its subsidiaries, affiliates, and/or parent companies; their respective shareholders, directors, partners, officers, executives, or principals, have neither been convicted nor have probable cause for their arrest been found against any of them; nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, as a result of any crime constituting fraud, embezzlement or misappropriation of public funds, as provided in Act No. 2 of January 4, 2018, as amended; or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
- Certification of Employer Registration and of Debt with Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the Proponent does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the Proponent is not an employer, it shall indicate that the Proponent is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver’s Insurance issued by the Persons with Non-Occupational Disabilities and Driver’s Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the Proponent does not have a debt with the Non-Occupational Disability Insurance and Driver’s

Insurance Programs. If the Proponent is not an employer, it shall indicate that the Proponent is not registered as an Employer and therefore does not have any debt.

- No debt Certification and copy of current policy issued by the State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification specifies the date of issuance and authorization to do business in Puerto Rico.
- The entity must be registered in Puerto Rico's General service Administration RUL and RUS platforms before bidding.
- The Proponent agrees to maintain books, records, and other documents relating to the project, to demonstrate the implementation of its responsibilities under the contract, including the selection of its proposal, receipt and approval, reporting requirements, and approval or disapproval of disbursements. Such books, records, and other documents shall be separately maintained for a period of three (3) years after the date of the close of the project. The Proponent shall provide the PRDoLHR and FOMB or its authorized representative's access to review and audit the books, records, and other documentation related to the project as needed, at reasonable times.

All certifications must be current, that is, issued within thirty (30) days from the date the Selected Proponent executes the awarded Contract with the PRDoLHR.

The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the awarded Contract. Any disputes must be resolved accordingly. The exclusive venue shall be the courts of Puerto Rico.

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

Furthermore, the Selected Proponent shall:

- Work with the PRDoLHR, and any other personnel on all matters that may arise in connection with the engagement as per the terms of this RFP and the awarded contract to be executed between the parties.
- Assume sole responsibility for the complete effort required to provide the services.
- Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles, or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company, or corporation without the prior consent and approval in writing of the PRDoLHR.
- Comply with applicable federal, Government of Puerto Rico, and foreign laws and regulations governing projects initiated or supported by the PR Government.

5.9. Required Proponent Information

The Proponent must complete and submit the following information:

1. Company information
2. Contact during RFP Process
3. Authorized Contact Signatory
4. Prior Experience
5. Past Performance

The proponent must provide the following information. Failure to respond to each requirement may disqualify the Proponent from further participation in this RFP.

5.9.1. Proponent / Company Information

- Name
- Address
- Email
- Web page
- Years of Business
- Legal Status

5.9.2. Authorized Contact

- Name
- Title
- Phone
- Email

5.9.3. Prior Experience

These are absolute requirements; failure to meet any one of the requirements listed below will result in disqualification from further consideration in this bid process.

The Proponent must meet the following:

- The Prime Proponent must have previous experience with developing a similar solution for the unemployment insurance system.
- The Prime Proponent must be currently operating a similar system (solution).
- Previous experience must have been obtained within the past 5 years and prior to the time of proposal submission.

5.10. Corporate Experience

Describe three prior experiences considered relevant to your ability to successfully manage a contract as defined in this RFP. Include sufficient details to demonstrate the relevance of this experience. These experience references need to be from the past five years.

Corporate Reference #	
Client:	
Client Contact Name:	Client Contact Title:
Client Contact Phone:	Client Contact Email:
Project Name:	
Project Start Date:	Project Completion Date:
Current Status:	
Is the project on schedule?	
If Not On-Schedule, Explain:	
Total Contract Amount: \$	
Project Description:	
Project technology environment including hardware, software, database, languages, and tools	

5.10.1.Past Performance

List any Contracts that you have had in the last three years.

- BPO number
- Client Agency
- Contract Amount

5.11.Rejection of Proposal and Cancellation of the RFP

The PRDoLHR reserves the right, without limitations, to accept or reject, in whole, or part, any or all proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the public, the Government of Puerto Rico or the PRDoLHR.

5.12. Termination of Awarded Contract

If the Awardee breaches the awarded Contract, PRDoLHR shall request the services subject of the default from any other Vendor in the open market. The Vendor will be liable for any increase in the price of the goods or services PRDoLHR must pay because of the breach of the contract. The Awardee shall be held liable for any other damages caused by the default.

5.12.1.Notice and Right to Cure

If the Awardee breaches the awarded Contract, and the PRDoLHR in its sole discretion determines that the breach is curable, then the PRDoLHR must provide the Awardee with written notice of the breach and a period (not less than thirty (30) days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the PRDoLHR determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

Disclaimer: Each party shall be entitled to written notice of any default (other than the failure to pay money for which a ten (10) day notice shall be given) and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein.

5.12.2.Termination for Cause

- The PRDoLHR may terminate the awarded Contract, for cause, by notifying the Awardee in writing, if the Awardee:

- breaches any of its material duties or obligations under the awarded Contract (including a Chronic Failure to meet any SLA), or
 - fails to cure a breach within the period specified in the written notice of breach provided by the PRDoLHR.
- If the awarded Contract is terminated for cause, the Awardee must pay all costs incurred by the PRDoLHR, including but not limited to, administrative costs, reasonable attorneys' fees, and court costs, and any reasonable additional costs the Government may incur to procure the Services/Deliverables required by the awarded Contract from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in the awarded contract, provided the costs are not more than 50% than the prices for the Service/Deliverables provided under such.
- If the PRDoLHR chooses to partially terminate the awarded Contract for cause, charges payable under the awarded Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated and the PRDoLHR must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the awarded Contract that are terminated for cause must cease on the effective date of the termination.
- If the PRDoLHR terminates the awarded Contract for cause under this Section, and it is determined, for any reason, that Awardee was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the awarded Contract for termination for convenience.

5.12.3. Termination for Convenience

The PRDoLHR may terminate the awarded Contract Proposal for its convenience, in whole or part, if it determines that a termination is Puerto Rico's best interest. Reasons for the termination must be left to the sole discretion of the PRDoLHR and may include, but not necessarily be limited to:

- the Government no longer needs the Services or products specified in the awarded Contract
- relocation of office, program changes, changes in laws, rules, or regulations make the implementation of the Services no longer practical or feasible,

- unacceptable prices for Additional Services Requests and/or Change of Order for Services requested by the Government, or
- falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Government. The Government may terminate the awarded Contract for its convenience, in whole or in part, by giving Awardee written notice at least thirty (30) days before the date of termination. If the Government chooses to terminate the awarded Contract in part, the charges payable under the awarded Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the awarded contract that are terminated for cause must cease on the effective date of the termination.

5.12.4. Termination for Non-Appropriation

- Awardee acknowledges that, if the awarded Contract extends for several fiscal years, the continuation of the same is subject to appropriation or availability of funds for the awarded Contract. If funds to enable the PRDoLHR to effect continued payment under the awarded Contract are not appropriated or otherwise made available, the Government must terminate the awarded Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Awardee. The Government must give Awardee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).
- If funding for the awarded Contract is reduced by law or funds to pay Awardee for the agreed-to level of the Services or production of Deliverables to be provided by Awardee are not appropriated or otherwise unavailable, the Government may, upon thirty (30) days written notice to Awardee, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the awarded Contract must be equitably adjusted to reflect any equipment, services, or commodities not provided by reason of the reduction.
- If the PRDoLHR terminates the awarded Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Awardee under this Section, the Government must pay Awardee for all Work-in-Process performed through the effective date of the

termination or reduction in the level and as determined by the PRDoLHR, to the extent funds are available. This Section must not preclude Awardee from reducing or stopping Services/Deliverables or raising against the Government in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

5.12.5.Reservation of Rights

Any termination of the awarded Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or because of the termination.

5.12.6.Termination by Awardee / Contractor

If the PRDoLHR breaches the awarded Contract, and the Awardee in its sole discretion determines that the breach is curable, then the Awardee must provide the PRDoLHR with written notice of the breach and a period (not less than thirty (30) days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches. The Awardee may terminate the awarded Contract if the PRDoLHR:

- (i) materially breaches its obligation to pay the Awardee undisputed amounts due and owing under the awarded Contract,
- (ii) breaches its other obligations under the awarded Contract to an extent that makes it impossible or commercially impractical for the Awardee to perform the Services, or
- (iii) does not cure the breach within the period specified in a written notice of the breach. But the Awardee must discharge its obligations under the Termination by Awardee clause before it terminates the awarded Contract.

5.12.7.Awardee / Contractor Transition Responsibilities

If the PRDoLHR terminates the awarded Contract, for convenience or cause, or if the awarded Contract is otherwise dissolved, voided, rescinded, nullified, expires, or rendered unenforceable, the Awardee agrees to comply with direction provided by the Government to assist in the orderly transition of equipment, services, software, leases, etc. to the PRDoLHR or a third party designated by the Government. If the awarded Contract expires or terminates, the Awardee agrees to make all reasonable efforts to guarantee an orderly transition of services within a reasonable time.

5.12.8. Awardee / Contractor Personnel Transition

The Awardee must work with the PRDoLHR or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to guarantee an orderly transition. The Awardee must allow as many personnel as practicable to remain on the job to help PRDoLHR, or a specified third party, maintain the continuity and consistency of the services required by the awarded Contract. In addition, during or following the transition period, in the event the PRDoLHR requires the Services of the Awardee's Subcontractors or vendors, as necessary to meet its needs, Awardee agrees to reasonably, and with good-faith, work with the Government to use the Services of Awardee's Subcontractors or vendors. The Awardee must notify all the Awardee's Subcontractors of procedures to be followed during the transition.

5.12.9. Awardee / Contractor Information Transition

The Awardee agrees to provide reasonably detailed specifications for all Services/Deliverables needed by the PRDoLHR, or a specified third party, to properly provide the Services/Deliverables required under the awarded Contract. The Awardee must provide the PRDoLHR with asset management data generated from the inception of the awarded Contract through the date on which this Awardee is terminated in a comma-delimited format unless otherwise requested by the Government. The Awardee must deliver to the State any remaining owed reports and documentation still in Awardee's possession subject to appropriate payment by the PRDoLHR.

5.12.10. Awardee/Contractor Software Transition

The Awardee/Contractor must reasonably assist the PRDoLHR in the acquisition of any Awardee/Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Awardee / Contractor to perform the Services under the awarded Contract. If the Government transfers any software licenses to the Awardee / Contractor, those licenses must, upon expiration of the awarded Contract, transfer back to the PRDoLHR at their current revision level. Upon notification by the PRDoLHR, the Awardee / Contractor may be required to freeze all non-critical changes to Deliverables/Services.

5.12.11. Transition Payments

If the transition results from termination for any reason, the termination provisions of the awarded Contract must govern reimbursement. If the transition results from expiration, the Awardee / Contractor must be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after

contract expiration that result from transition operations) at the rates agreed upon by the Government. The Awardee/Contractor must prepare an accurate accounting from which the Government and the Awardee/Contractor may reconcile all outstanding accounts.

5.12.12. PRDoLHR Transition Responsibilities

If by any event, the awarded Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the PRDoLHR agrees to reconcile all accounts between the PRDoLHR and the Awardee/Contractor, complete any pending post-project reviews and perform any other obligations upon which the PRDoLHR and the Awardee/Contractor agree.

- A. Reconciling all accounts between the PRDoLHR and the Awardee/Contractor
- B. Completing any pending post-project reviews

5.12.13. Stop Work

5.12.13.1. *Stop Work Orders*

The PRDoLHR may, at any time, by written stop-work order to Awardee, require that Awardee stop all, or any part, of the work, called for by the awarded Contract for a period of up to ninety (90) calendar days after the stop-work order is delivered to Awardee, and for any further period to which the parties may agree. The stop-work order must be identified as a stop-work order and must indicate that it is issued under this Section. Upon receipt of the stop-work order, the Awardee must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop-work order during the period of a work stoppage. Within the period of the stop-work order, the PRDoLHR must either:

- A. cancel the stop-work order; or
- B. terminate the work covered by the stop-work order.

5.12.13.2. *Cancellation or Expiration of Stop Work Order*

The Awardee must resume work if the PRDoLHR cancels a Stop Work Order or if it expires. The parties must agree upon an equitable adjustment in the delivery schedule, the awarded contract price, or both, and the awarded Contract must be modified, in writing, accordingly, if:

- A. the stop-work order results in an increase in the time required for, or in Awardee's costs properly allocable to, the performance of any part of the awarded contract; and
- B. Awardee asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the PRDoLHR decides the facts justify the action, the Government may receive and act upon an Awardee proposal submitted at any time before final payment under the awarded Contract.

5.12.13.3. Allowance of Awardee/Contractor Costs

If the stop-work order is not canceled and the work covered by the stop-work order is terminated for reasons other than material breach, the termination must be deemed to be a **termination for convenience** under Section 5.12.1.2, and the Government must pay reasonable costs resulting from the stop-work order in arriving at the termination settlement. For the avoidance of doubt, the Government is not liable to Awardee / Contractor for loss of profits because of a stop-work order issued under this Section.

5.12.14. Dispute Resolution

5.12.14.1. In General

Any claim, counterclaim, or dispute between PRDoLHR and Awardee arising out of or related to the awarded Contract or any Statement of Work must be resolved as follows. For all Awardee claims seeking an increase in the amounts payable to Awardee under the awarded contract, or the time for Awardee's performance, Awardee must submit a letter, together with all data supporting the claims, executed by Awardee's Contract Administrator or the Contract Administrator's designee certifying that

- A. the claim is made in good faith,
- B. the amount claimed accurately reflects the adjustments in the amounts payable to Awardee or the time for Awardee's performance for which Awardee believes the State is liable and covers all costs of every type to which Awardee is entitled from the occurrence of the claimed event, and
- C. the claim and the supporting data are current and complete to Awardee's best knowledge and belief.

6.Attachments

6.1.APPENDIX I- Non-collusion affidavit

6.2.APPENDIX II Eligibility affidavit

Appendix 1

NON-COLLUSION AFFIDAVIT

I, _____, of legal age and resident of _____, certify for myself and for my organization _____, under oath and subject to the consequences and penalties or perjury, that to the best of my knowledge and belief:

- i. The prices presented in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other proponent or with any competitor for the purpose of restricting competition.
- ii. No attempt has been made or will be made by myself or any member of my organization or associates to induce any other person or organization to submit or not to submit a proposal for the Project, or otherwise take any action in restraint of free competitive proposals for the Project.

Proponent Contact Signature

Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by _____, of the personal circumstances set forth above, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 2020.

Notary Public

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

APPENDIX II

ELIGIBILITY AFFIDAVIT

I, _____ (Proponent Contact), of legal age, civil status: _____, profession: _____ and a resident of _____ (City, State), in my capacity as _____ (officer) of _____ (the "Proponent"), do hereby certify under penalty of perjury, that, except as noted below, the Proponent and Proponent's owners, shareholders, partners, directors, officers, principals and managers ("Proponent's Related Parties"):

- a. are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal court of agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal court or agency within the past three (3) years;
- c. do not have a proposed debarment pending;
- d. will not use any subcontractors who are so debarred;
- e. have not been convicted or plead guilty in federal or state court, for the commission of misappropriation; extortion; construction fraud; fraud in the delivery of goods; undue intervention in public procurement processes; bribery; offer to bribe; undue influence; crimes against public funds; or preparation, presentation, possession or transfer of forged documents. The prohibition set forth herein shall also apply to convictions for other crimes equivalent to those of the above stated crimes;
- f. are not under investigation in federal, state, foreign or local jurisdictions, at any legislative, judicial or administrative level for the alleged commission of the abovementioned crimes; and
- g. I am a duly authorized representative of the Proponent and the Proponent Related Parties, with knowledge and authority to execute this sworn statement.

Exceptions to the above are set forth in an attachment to this Appendix II, providing the name of the initiating agency, number of the complaint, names of all parties, and dates of action.

Proponent Contact Signature

Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by _____, of the personal circumstances set forth above, personally known to me, in _____, Puerto Rico, on this ____ day of _____, 2020.

Notary Public

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