

# **REQUEST FOR PROPOSALS**

seeking

## **Information Technology Systems Consulting Professional Services**

for

### **The Puerto Rico Department of Labor and Human Resources**

RFP Deadline: Wednesday, **May 27, 2020**

[www.trabajo.pr.gov](http://www.trabajo.pr.gov)

May 20, 2020



**GOBIERNO DE PUERTO RICO**  
Departamento del Trabajo y  
Recursos Humanos

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## REQUEST FOR PROPOSALS

The Puerto Rico Department of Labor and Human Resources (“**PRDLHR**”) and the Puerto Rico Innovation and Technology Office (“**PRITS**”; with **PRDLHR**, collectively referred to as the “**Government Parties**”) from dully qualified firms to provide to the professional services defined in Section 2.1 of this request for proposals (the “**Services**”).

This request for proposals (“**RFP**”) seeks responses from firms capable of delivering the **Services** as further described herein. Proponents should demonstrate their capacity to complete the required tasks and develop a productive relationship with the **Government Parties**.

This **RFP** does not commit nor obligate the **Government Parties** to award a contract nor to pay any costs incurred in the preparation of a proposal in response to this request. The **Government Parties** reserve the right to award contracts to more than one qualified firm, to accept or reject any or all proposals received as a result of this **RFP**, to negotiate with any qualified firm or to modify or cancel the **RFP** in part or in its entirety. See Section 4.1 for further disclaimers and reservation of rights by the **Government Parties**.

The proponent selected under this **RFP** (the “**Selected Proponent**”) will be required to be free of any real or perceived conflict of interest.

**RFP Due Date: Wednesday, May 27, 2020 at 5:00 P.M. (Atlantic Standard Time)**

Please submit one (1) electronic copy to the following email address:

**[rfp@trabajo.pr.gov](mailto:rfp@trabajo.pr.gov)**

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



## INTRODUCTION

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### 1.1 Puerto Rico Department of Labor and Human Resources

The **PRDLHR** was conceived under Article IV, Section 6, of Puerto Rico’s Constitution, while its role was further defined by Act No. 15-1931, as amended, and Act No. 86-1950, as amended. As levied thereunder, **PRDLHR** is the **Government’s** bureau in charge of implementing, developing and coordinating the public policy and programs that are directed towards formation and capacitation of human resources that are indispensable to cover workforce needs, along incidental and related matters.

### 1.2 Puerto Rico Innovation and Technology

Pursuant to Act No. 75-2019 (“**Act No. 75**”), **PRITS** is the **Government’s** office in charge of implementing, developing and coordinating the **Government’s** public policy regarding information technology, along incidental and related matters.

### 1.3 COVID-19 and the Great Lockdown

The coronavirus disease of 2019 is an infectious viral disease caused by severe acute respiratory syndrome coronavirus 2 (“**COVID-19**”). Since China first alerted the World Health Organization (“**WHO**”) of flu-like cases in its Hubei’s province capital of Wuhan on December 31, 2019, **COVID-19** has spread globally, resulting in an ongoing pandemic and a global humanitarian challenge. As of May 9<sup>th</sup>, 2020, there were approximately 4 million confirmed cases with around 277,000 confirmed deaths worldwide. As of the same date, in Puerto Rico there were 2,031 confirmed cases and 102 confirmed deaths.

Currently there are no available vaccines nor specific antiviral treatments for **COVID-19**. Hence, in order to protect lives, governments around the world, including the **Government**, have implemented preventive measures to reduce transmission of the infection, such as: staying at home, avoiding crowds, keeping social distancing and constantly practicing overall good hygiene. These preventive measures have included widespread closure of businesses, which in turn has resulted in a significant economic slowdown (“**Great Lockdown**”). According to the International Monetary Fund (“**IMF**”), the **Great Lockdown** will likely cause the worst economic recession since the Great Depression. The **Great Lockdown** has caused the **Government** to heavily rely on existing technology systems in order to operate and provide services to the people of Puerto Rico.

## 2.0 DESCRIPTION OF THE ENGAGEMENT

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### 2.1 Purpose of RFP; Scope of Work

The **Government Parties** are seeking proposals from firms to provide the **PRDLHR** the **Services** as further described below:

#### Scope of the Work

- Provide **PRDLHR** information technology consulting services and assessment regarding the update of its technology platforms.



- Provide **PRDLHR** an assessment of its overall technological platforms and systems; assessment must include a comprehensive systems architecture diagram as part of this assessment that includes all technology layers (i.e. applications, languages, communications, infrastructure, ownership of components, et. als.). Must include data inventory.
- Provide **PRDLHR** advisory services that presents a technology transformation plan with stages and milestones for the update and migration of all **PRDLHR** applications and technology infrastructure; plan must preserve its historic data and the intellectual property; plan must be aligned to overall government technology strategic plan as determined by **PRITS**, focused on modernization, innovation, centralization, integration, standardization, and efficiency as required by **Act No. 75**, and also on operational continuity, resiliency and disaster recovery; adaptability to respond **PRDLHR** needs under wide range of circumstances is key driver.
- Provide **PRDLHR** an information technology management framework that includes policies and procedures, operationalization and readiness report. It is key that the government can adapt and operationalize plan and proposed technology architecture/transformation.
- Provide **PRDLHR** a cybersecurity plan to guarantee technology updates and migrations taking into consideration all aspects of data and systems security; must be aligned to overall government cybersecurity strategy and plan as determined by **PRITS**.
- Provide **PRDLHR** expert advice on analytics and data optimization; must be aligned to overall government data strategy and plan as determined by **PRITS**, and as required by Act No. 122-2019 (i.e. "Puerto Rico Open Data Law").
- Provide **PRDLHR** detailed business process workflows and documentation contained on all existing **PRDLHR** applications.
- Establish a work plan for **PRDLHR** for the services described herein.
- Deliver **PRDLHR** interim progress reports.

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## PROPOSAL SUBMISSION

### 3.1 Submission Requirements

All proposals must meet the requirements stated in this **RFP**. The proposal shall be submitted no later than **Wednesday, 27, 2020 at 5:00 PM, Atlantic Standard Time ("Proposal Due Date")**. Proposals may be delivered at any time, provided that the proposal is delivered no later than the **Proposal Due Date**. The time of delivery shall be the time set forth in the electronic communication received by the **Government Parties**.

Any proposal that is delivered after the **Proposal Due Date** shall be considered late, rejected and returned unopened to the proponent. The **Government Parties** assume no responsibility for deliveries made or attempted outside of the times specified above, late deliveries or the method of delivery chosen by the proponent.



**PROPOSALS SHALL BE VALID FOR A PERIOD OF SIXTY (60) DAYS AFTER THE PROPOSAL DUE DATE.**

The proposal shall be prepared in English. All prices shall be quoted in United States dollars. The **Government Parties** shall not accept any proposal or modification of a proposal delivered by telephonic, electronic or facsimile means, except as provided herein.

The proposal shall be submitted electronically via e-mail to the addresses set forth on the first page of this **RFP**.

### **3.1.1 The proposal shall be organized in the following order:**

- Cover Letter. The Cover Letter must be no more than one page and must be signed by the authorized contact representative. The Cover Letter 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.
- Specific responses to Items addressed in Section 2.1 of this **RFP**.
- Non-Collusive Affidavit (Included as *Appendix I* of this **RFP**)
- Eligibility Affidavit (Included as *Appendix II* of this **RFP**)
- Price Proposal

**The proposal from any proponent that fails to pass the Government Parties' determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.**

## **3.2 Key Personnel for Required Services and Availability of Resources**

### **3.2.1 Key Personnel**

Indicate key personnel who will be assigned to this project and give a brief description of the experience of each (including language skills) and their specific roles under the prospective **Services**. Key personnel are defined as those who will be assigned and performing the actual services or a portion of them. Also indicate the location of the office where work will be performed and specifically whether certain personnel will be used on an *as needed basis*. Proponents will not be permitted to subcontract any part of the **Services** without the prior written express consent of the **Government Parties**.

### **3.2.2 Availability of Resources**

Indicate available resources to be dedicated to the engagement. Available resources are the resources to be allocated to provide the **Services**. Such support includes qualified person(s) to cover the areas of expertise necessary to perform the services or such other support anticipated to be required during the term of the engagement.



### 3.3 Qualifications and Experience

Proponents are required to demonstrate that they possess all technical and technological capabilities that allow the proper and successful execution of the **Services**. The proponent must show effective and substantive experience (relative to key objectives) in the provision of similar services under consideration under this **RFP**. Knowledge in COBOL and assembler applications, mainframes are required (based on existing systems).

### 3.4 Approach to Scope of Work and Timeliness

Include a brief and specific description addressing the following topics (you may use tabular format if it facilitates the organization of the information):

- How would you approach the **Services** included in the Scope of Work set forth in this **RFP**? What particular approach sets your firm/team apart?
- Provide information that will indicate the firm's/team's ability to respond quickly to task assignments, be able to handle multiple tasks concurrently and be able to complete tasks on accelerated schedules.
- Submit a preliminary work plan for an efficient start with the **Services**.
- Why is your firm/team best positioned for this engagement?

### 3.5 Interviews

Oral interviews may be conducted with proponents to aid in the short-listing of candidates to be selected or to clarify or expand upon specific items included in the proposals.

### 3.6 Rates / Fee Structure

Provide a full explanation of your pricing structure. Proponents should try, to the extent possible, to provide one overall fixed quote or estimate for performing the entire scope contemplated in this letter (assuming a certain overall time period of engagement, but no less than one year).

### 3.7 Selection

Proposals will be evaluated by the **Government Parties** taking into consideration the following factors:

- Expertise and general qualifications (members of the team, experience with similar projects, proven track record);
- Technological and technical capabilities;
- Previous experience in similar engagements;



- Approach to the engagement;
- Timeliness and resources; and
- Proposed fee and fee structure.

The **Government Parties** have appointed an evaluation committee (“**Evaluation Committee**”) to review and evaluate all of the proposals submitted in accordance with the **RFP**. The **Evaluation Committee** shall first review and determine if each proposal completed all requirements as to format and content. The **Government Parties** will only consider proposals from firms that are duly registered to conduct business in Puerto Rico. Proposals that are not disqualified will be evaluated as to the substantive material, *provided however that*, in addition to the rights reserved in Section 4.1 below, the **Government Parties** reserve the right to waive any defect or technicality in any proposals received, and modify or postpone or terminate the **RFP** process in its entirety or with respect to any proponent, at any time, for any reason or no reason.

The **Government Parties**, by means of the **Evaluation Committee**, may request a proponent to clarify a proposal in the event that ambiguities or uncertainties are presented in the proposal or to obtain more information necessary for the **Evaluation Committee** to make a comprehensive evaluation. The **Evaluation Committee** shall report its findings and make its recommendations to the **Government Parties**. The **Government Parties**, however, may accept the recommendation of the **Evaluation Committee**, award the contract to another proponent or proponents, or exercise any of the rights reserved by the **Government Parties**. The **Government Parties’** acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

Cost of the service is only one of the criteria to be considered and the **Government Parties** are not legally bound to award to the lowest priced proposal. The **Government Parties** may enter into simultaneous or subsequent negotiations with proponents to determine the final selection of the awardee. The **Government Parties** reserve the right to interview key personnel of the proponent before the award of the contract. The **Government Parties** reserve the right to conduct discussions with each and every proponent and to request that proponents submit a revised experience and technical proposal and/or price proposal. The **Government Parties** shall award the contract to the proponent that submits the most advantageous proposal found to be technically sufficient and acceptable.

### 3.8 Further Contract Conditions

The contents of the proposal prepared by the Selected Proponent, with any amendment approved by the **Government Parties**, will become part of the agreement that will be executed with such proponent as a result of this RFP process.

The contract will include those clauses required when contracting services similar to those procured under this **RFP** and those included in contracts with the **Government**, such as contractual provisions requiring:

- 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 Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.





- Commercial Registration Certification, issued by the Department of Treasury.
- Certification of Compliance issued by the Child Support Administration (ASUME). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.
- Sworn statement, signed by the President or chief executive authorized to represent the proponent, indicating that the proponent, its subsidiaries, affiliates and/or parent companies, and their respective shareholders, directors, partners, officers, executives, or principals have neither been convicted nor has probable cause for their arrest been found against any of them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
- Certification of Employer Registration and of Debt in Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- No debt Certification and copy of current policy issued by the State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in Puerto Rico.

All certifications must be current, that is, issued within thirty (30) days from the date the Selected Proponent executes the contract with the Government Parties.

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



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

Furthermore, Selected Proponent shall:

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

### 3.9 Schedule

A summary schedule of the major activities associated with the procurement process is presented below, through the completion of this RFP process. The post-proposal schedule may vary from the schedule indicated below. In such case, proponents shall be notified to their email of record.

Date	Activity
Saturday, May 23, 2020	Last date for submission of questions or requests for clarifications to the RFP
Wednesday, May 27 2020	Proposals due to the Authority
Tuesday, June 2 2020**	Evaluation of Proposals and notices to selected Respondents

\*\*This date might be subject to change.

### 3.10 Communications Protocol

The **Government Parties** are committed to a fair, open process for interested parties to receive information about the competitive solicitation process. As such, communications shall be conducted in accordance with this **RFP**.

No interpretation or clarification of the meaning of any part of the **RFP** will be made orally by the **Government Parties** to any potential proponent. All questions and communications concerning this procurement process must be directed in writing to the **Government Parties**, via email (contact person and email address shown below), no later than the date specified in the **RFP** schedule.



All questions concerning this RFP should be directed ***IN WRITING*** to the following email address:

[rfp@trabajo.pr.gov](mailto:rfp@trabajo.pr.gov)

Where appropriate, responses to formal questions will be distributed by email to all proponents on our record as having received a copy of this **RFP**. In each case, the **Government Parties** will determine whether a response is appropriate or necessary.



## 4.0 DISCLOSURES

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### 4.1 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 **Government Parties** does not obligate the **Government Parties**. Proponent shall only be bound by its proposal for the period of 60 days required in this **RFP**. Legal obligations will only arise upon the execution of a formal agreement between the **Government Parties** and the selected firm/team.

By responding to this **RFP**, proponents acknowledge and consent to the following conditions relative to the procurement process. The **Government Parties** are not bound to accept any proposals if proponents do not meet the **Government Parties'** requirements. Without limitation and in addition to other rights reserved by the **Government Parties** in this **RFP**, the **Government Parties** reserve and hold, at their sole discretion, the following rights and options:

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

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

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



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

#### **4.2 Accuracy of RFP and Related Documents**

The **Government Parties** assume no responsibility for the completeness or the accuracy of specified technical and background information presented in this **RFP**, or otherwise distributed or made available during this **RFP** process. Without limiting the generality of the foregoing, the **Government Parties** will not be bound by or be responsible for any explanation or interpretation of the **RFP** documents other than those given by it in writing. In no event may a proponent to this **RFP** rely on any oral statement by the **Government Parties'** agents, advisors, or consultants.

#### **4.3 Confidential or Proprietary Information**

One copy of each proposal will be retained for the **Government Parties'** files and will not be returned. If a proponent considers that its proposal contains material that is confidential and/or proprietary, the proponent must clearly note or mark each section of material as confidential and/or proprietary. The **Government Parties** will determine whether such material meets the requirements for an exemption from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the **Government Parties** do not consider such material to meet the requirements for exemption from disclosure, the material will be made available to the public, regardless of the notation or markings. It is the responsibility of proponents to be thoroughly informed and familiar with the requirements of disclosure of public documents.

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



## APPENDIX I

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### 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**

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**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.*