



DEPARTMENT OF HEALTH
PUERTO RICO MEDICAID PROGRAM

**Puerto Rico Medicaid Program
Talent Resourcing
Request for Proposals**

2023-PRMP-TR-002

June 16, 2023

PO Box 70184, San Juan, PR 00936-8184

 787-765-2929 Ext. 6700

 www.salud.gov.pr/medicaid

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1. Executive Summary

1.1 Purpose of the RFP

This Request for Proposal (RFP) is issued by the Puerto Rico Department of Health (PRDoH), Puerto Rico Medicaid Program to obtain supplier proposals for a Talent Resourcing Company, which integrates Human Resources team with all the departments, to hire new talent, manage existing talent and maintain talent records for our employees. The purpose of this Request for Proposal (RFP) is to establish **Master Agreements** with qualified Vendors to provide **Temporary Qualified Talent** relating, but not limited, to: **Administrative Support, Management Staff, Information Systems Staff, Project Management, Specialists for Medicaid Management Information System (MMIS), Eligibility & Enrollment (E&E) and Health Information Technology (HIT) and Professional Staff**, as defined within the scope of this RFP. Offerors must have the capability to provide Temporary Employment Services to PRMP, providing manpower for off-roll staff for different level positions to Medicaid program on contract basis.

This RFP defines detailed response, and minimum contract requirements, and outlines the PRMP's process for evaluating responses and selecting a vendor that can provide the service of recruitment and hiring all laborer and skilled trade positions in PRMP including but not limited to scoring and posting of positions, scoring candidates, screening applicant work history, qualifications, and administration.

Through this RFP, PRMP seeks to procure necessary services at the most favorable and competitive prices, and to give all qualified vendors an opportunity to do business with the PRMP. Additional detail regarding this solicitation can be found in subsequent sections of this RFP. If vendors are interested and able to meet the requirements, the Medicaid Program of Puerto Rico appreciates and welcomes a proposal.

Requirements:

1. Temporary personnel shall be employed by the Company. The Company shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel.
2. There is no guarantee of any minimum number of services that may be requested during the term of the contract.
3. Temporary personnel supplied by the Company must meet minimum qualifications as specified by the Medicaid Program.
4. Temporary employees should be available for the entire length of the assignment. Every attempt must be made to minimize staffing gaps. As a minimum, a replacement employee

must be made available within five (5) business days of employee separation or request by the PRMP for additional employees, unless there is legitimated cause.

5. PRMP will have the right at any time to refuse any temporary personnel supplied by the Company for any job-related deficiency and to request immediate removal of the employee. Refusal of any temporary personnel shall not be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.
6. The Company shall assign a single point of contact to coordinate and assist in any employment requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Company must meet periodically with PRMP to discuss all services.
7. PRMP will assign, and identify to the Company, the person(s) who are authorized to request temporary personnel. A telephone call from the PRMP authorized representative along with an order shall constitute a job request for service under this contract. PRMP will not pay any invoices without a written purchase order.
8. All hours worked must be approved on a weekly basis by the area supervisor.
9. If at any point, PRMP determines the contract employee is not performing their duties to the PRMP standard, the Company, upon notice from PRMP shall remove the temporary personnel from the assignment at no charge to PRMP, and the Company shall find a suitable replacement.
10. The Company shall provide a usage report on a quarterly basis to the PRMP representative named upon award. It shall contain the number of people sent in a particular job classification and total payments received.
11. All work under this contract must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.
12. The Company shall be responsible at all times for the actions and work of its personnel.
13. The Company must notify PRMP immediately should any personnel supplied under this contract, loses their credentials, licensure, and/or certifications required to perform the job while working for PRMP.

14. The Company must have all the applicable insurances:
- a. Commercial General Liability.
 - b. Public Responsibility Insurance, Hired Auto coverage and Non- Owned Auto coverage.
 - c. Error and Omissions Professional Liability.
 - d. Any other insurance requested by PRMP.
15. ALL INCLUSIVE SERVICES – Additional work necessary to meet the terms of service under the above scope of work should be identified and included in Proposals.

1.2 Location

The PRMP **Central Office is located at:**

268 Luis Muñoz Rivera Avenue (World Plaza Building)
 Suite 501
 San Juan, Puerto Rico 00918

1.3 RFP Timeline

The schedule of events for this RFP is detailed in **Table 1: RFP Schedule of Events**. All dates after the proposal submission due date are anticipatory. The PRMP may change this schedule at any time. If the PRMP changes the schedule before the technical proposal opens, it will do so through an announcement on the PRDoH website (<https://www.salud.gov.pr/CMS/21>), Medicaid website (<https://medicaid.pr.gov/Home/AvisosPublicos/>), or via email from the solicitation coordinator.

The announcement will be followed by an amendment to this RFP, also available through the PRDoH website or via email from the solicitation coordinator. It is each prospective vendor's responsibility to check the PRDoH website for current information regarding this RFP and its schedule of events through the award of the contract.

Table 1: RFP Schedule of Events

RFP Released to Public.....	6/16/2023
Notice of Intent to Respond.....	6/23/2023
Vendor's Written Questions Submission Deadline.....	6/23/2023
Question Responses Posted.....	6/27/2023
Proposal Submission Due Date	7/17/2023 at 4 p.m.
Technical Proposal Opening	7/17/2023
Oral Presentations (if applicable)	8/4/2023
Cost Proposal Opening	8/8/2023
Notice of Award	8/14/2023

Contract Award Made..... 9/14/2023

Contract Signature and Distribution..... 10/9/2023

The time zone within this RFP is Atlantic Standard Time (AST).

2. Background and Overview of Existing Programs and Services

2.1 PRMP

PRDoH is the State Medicaid Agency (SMA) within the Commonwealth of Puerto Rico. Within PRDoH, the PRMP is responsible for the management of the Medicaid Program and the Puerto Rico Medicaid Enterprise System (PRMES), both of which are multi-vendor, multi-agency environments. The Puerto Rico Health Insurance Administration Act (PRHIA) created the Administración de Seguros de Salud (ASES), which has a Memorandum of Understanding (MOU) with the PRMP and is responsible for contracting with, and monitoring services provided by, the Managed Care Organizations (MCOs) and other carriers.

The PRMES encompasses the Puerto Rico Medicaid Management Information System (PRMMIS), Provider Enrollment Portal (PEP), Eligibility and Enrollment (E&E) system known as Medicaid Information Technology Initiative, Third Generation (MEDITI3G), the Commonwealth's Health Information Exchange (HIE), and the staff, vendors, and interfaces supporting the PRMES.

3. General Instructions

3.1 Scope

PRMP hereby solicits proposals using a competitive bid process to select a vendor for the purpose of providing temporary staffing needs and to provide payroll. Now, PRMP has approximately 150 employees under a Talent Resourcing Company. These employees will be hired by the winning vendor to continue doing their labors. Also, the talent resourcing vendor will support PRMP by providing at a minimum the following services:

1. Creating job descriptions.
2. Pre-screening of candidates.
3. Hiring temporary employees.
4. Select and provide employees to PRMP that are qualified for the positions.
5. Administration and payroll of the employees.
6. Paying all applicable taxes, workers compensations, benefits.

3.2 Contract Duration

The PRMP targets a contract start date for the Talent Resourcing vendor in October 2023. For the purposes of this RFP, the contract start will be considered the day that the contract is executed between the PRMP and the selected vendor, and the vendor is able to begin work. The contract is based on one-year, with one-year optional extension. During the optional years, the PRMP may execute contracts for Talent Resourcing vendor services that span one or multiple months. Contract award is contingent upon the CMS, PRDoH, and other Puerto Rico agencies' approval of the contract and associated funding over the contract term. The PRMP anticipates the need to execute contract amendments up to the close of the contract or up to the time the contract is terminated (whichever is sooner). Each contract amendment would be reflective solely of those costs detailed within the proposal response unless otherwise approved by PRDoH.

3.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this RFP or in the employment practices of the vendor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or local Puerto Rico laws. The vendor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3.4 RFP Communications

The PRMP has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

2023-PRMP-TR-002

Unauthorized contact about this RFP with employees or officials of Puerto Rico except as detailed below may result in disqualification from consideration under this procurement process.

Vendors must direct communications concerning this RFP to the following person designated as the solicitation coordinator using the email address for all solicitation communications:

Elizabeth Otero Martínez : elizabeth.otero@salud.pr.gov

Only the PRMP's official written responses and communications with vendors are binding with regards to this RFP. Oral communications between a PRMP official and one or more vendors are unofficial and nonbinding.

Vendors must help ensure that the PRMP receives all questions and comments via email, including questions and requests for clarification, no later than the questions submission deadline detailed in **1.3: RFP Timeline**.

Vendors must assume the risk of the method of dispatching any communication or response to the PRMP. The PRMP assumes no responsibility for delays or delivery failures resulting from the vendor's method of dispatch. Actual or digital "postmarking" of a communication or response to the PRMP by a specified deadline is not a substitute for the PRMP's actual receipt of a communication or response.

The PRMP will convey all official responses and communications related to this RFP to the vendors from whom the PRMP has received a Notice of Intent to Respond.

The PRMP reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by the PRMP.

The PRMP reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The PRMP's official, written responses will constitute an amendment of this RFP.

Any data or factual information provided by the PRMP (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The PRMP will make reasonable efforts to help ensure the accuracy of such data or information; however, the vendor is obliged to independently verify any data or information provided by the PRMP. The PRMP expressly disclaims the accuracy of any information or data that it provides to vendors.

Vendors with a handicap or disability may receive accommodations relating to the communication of this RFP and participation in the RFP process. Vendors may contact the solicitation coordinator to request such reasonable accommodation.

3.5 Vendors Required Review and Waiver of Objections

Each vendor should carefully review this RFP, including but not limited to, attachments, appendices, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

Any vendor having questions and comments concerning this RFP must provide them in writing to the PRMP no later than the vendor written questions submission deadline detailed in **1.3: RFP Timeline**.

Challenges must be submitted using the form and according to the instructions in **Appendix 6: Terms for Filing a Review** of this RFP. The party adversely affected by a decision may, according to 3 L.P.R.A Section 9672, within a term of 20 days from the deposit in the federal mail or email notifying the award of the auction, file a motion for reconsideration with the agency. In the alternative, you can submit a request for review to the General Services Administration Review Board or the appealing entity that corresponds in law or regulation, within a term of 20 calendar days, from the deposit in the federal mail or email notifying the award of the auction.

In auction challenge cases, the party adversely affected by an order or final resolution of the agency, the General Services Administration Review Board, or the appealing entity of auctions, as the case may be, may submit an application of review before the Court of Appeals within a term of 20 days, counted from the file of the copy of the notification of the order or final resolution of the agency, the aforementioned General Services Administration Review Board or the appealing entity, or within the applicable term of 20 calendar days after the expiration of the term provided by Section 3.19 of this Act.

Challenges based on any objection to the RFP shall be considered waived and invalid if the objection has not been submitted as instructed in Appendix 5: Terms for Filing a Review within twenty (20) days of the Notice of Award. Refer to **1.3: RFP Timeline** for the expected posting date for the Notice of Award.

3.6 Notice of Intent to Respond

Vendors should submit to the solicitation coordinator a Notice of Intent to Respond (in the form of a simple email or other written communication). Such notice should include the following information:

- The business or individual's name (as appropriate).
- A contact person's name and title.
- The contact person's mailing address, telephone number, facsimile number, and email address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response; however, it is helpful to facilitate communications of any RFP amendments or other notices and communications relating to this RFP. Regardless of the submission of a Notice of Intent to Respond, vendors are responsible for monitoring the official posting site of the RFP for any amendments or notifications that are posted.

3.7 Proposal Submission

A vendor must help ensure that the PRMP receives a response no later than the submission deadline time and date detailed in **1.3: RFP Timeline**. The PRMP will not accept late responses, and a vendor's failure to submit a response before the deadline will result in disqualification of the response as outlined in **3.10: The PRMP Right of Rejection**. It is the responsibility of the vendor to determine any additional security requirements with respect to packaging and delivery to the PRMP. Vendors should be mindful of any potential delays due to security screening, weather, mail delays, pandemic restrictions, and orders of stay or other filing delays whether foreseeable or unforeseeable.

3.8 Amendments to the RFP

The PRMP, at its sole discretion, may amend this RFP in writing at any time prior to the contract award. However, prior to any such amendment, the PRMP will consider whether it would negatively impact the ability of potential vendors to meet the submission deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the PRMP will convey it to vendors who submitted a Notice of Intent to Respond. A response must address the final RFP (including its attachments) as amended.

3.9 RFP Cancellation

The PRMP reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations at any given time.

3.10 The PRMP Right of Rejection

Subject to applicable laws and regulations, the PRMP reserves the right to reject, at its sole discretion, any and all responses.

The PRMP will reject any response that does not meet the mandatory specifications listed in **Attachment E: Mandatory Specifications**.

The PRMP may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the PRMP reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the PRMP waives variances in a response, such waiver shall not modify the RFP requirements or excuse the vendor from full compliance, and the PRMP may hold any resulting vendor to strict compliance with this RFP.

3.11 Proposal Submittal and Instructions

3.11.1 Economy of Preparation

Proposals should be prepared simply and economically, providing a concise description of the items requested within this RFP. Emphasis should be placed on completeness and clarity of the content.

3.11.2 Incurring Cost

Neither the PRMP nor any of its employees or officers shall be held liable for any expenses incurred by any vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.11.3 Proposal Format

These instructions describe the required format for a vendor's bid proposal. The vendor may include any additional information it believes is relevant. The vendor should leverage the format, contents, and structure in the RFP attachments. Moreover, the structure of each attachment provides the vendor with a template for an in-line response to the RFP. At times, the use of Microsoft Excel will be necessary in order to respond. An identifiable tab sheet should precede each section of the proposal, and each proposal should follow the format outlined below. All pages, except preprinted technical inserts, should be sequentially numbered.

The vendor should include the following information in the attachments:

- A response to any applicable section of the RFP narrative located in **3: General Instructions**.
- A response to any content requested within the attachments/response templates.

Each proposal should include a response to every request for information in this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation. When a detailed response is required, simply repeating the RFP's requirement, and agreeing to comply may not be an acceptable response and may cause the proposal to be disqualified.

As detailed in **5.4: Failure to Meet Mandatory Specifications**, the mandatory specifications must be met by the vendor as a part of the submitted proposal. As detailed in **Attachment E: Mandatory Specifications** and **5.4: Failure to Meet Mandatory**

Specifications, the mandatory specifications must be met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to meet any of the mandatory specifications may result in disqualification of the proposal, at the sole discretion of the PRMP. Mandatory specifications are not scored but are reviewed on a “pass” or “fail” basis.

Vendors are advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout their responses. The vendor’s in-line responses, inclusive of the text of the PRMP’s specifications, should not exceed the page count noted in each attachment and should overall be limited to the minimum number of pages needed to respond. Vendors must choose a similarly sized typeface (generally 11 points for text and 9 points for tables) for the PRMP’s requirements and not utilize smaller than 9-point fonts to work within this page limit restriction. The page limit counts the front and back of each sheet as separate pages. This page limit will not apply to the following RFP components:

- **Part A- Attachment C: Vendor Qualifications and Experience**, the following section only:
 - Section 3: Business Disputes
- **Part A- Attachment D: Vendor Organization and Staffing**, the following section only:
 - Section 2.1: Resumes
 - Section 2.2 References

Each proposal should contain the following tabbed sections outlined below in the in-line response. In general, where assumptions are noted, vendors are permitted to add a section to the attachment templates that allow for assumptions to be noted. Assumptions should not be provided instead of exceptions.

Vendor responses should be sure to address both sections noted in the table below, as well as those sections’ related subsections noted in the RFP.

Table 2: Expected Proposal Sections and Content Structure

Proposal Section	Response Template/Contents
Cost Proposal	Part A- Attachment A: Cost Proposal
Contents:	<ul style="list-style-type: none"> • Microsoft Excel Workbook: Attachment A
Technical Proposal	Part A- Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents
Contents:	<ul style="list-style-type: none"> • Title Page • Vendor Information • Executive Summary

Proposal Section	Response Template/Contents
	<ul style="list-style-type: none"> • Subcontractor Letters • Table of Contents • Disclosure of Response Contents
Technical Proposal	Part A- Attachment C: Vendor Qualifications and Experience
Contents:	<ul style="list-style-type: none"> • Organization Overview • Existing Business Relationships with Puerto Rico • Business Disputes • References
Technical Proposal	Part A- Attachment D: Vendor Organization and Staffing
Contents:	<ul style="list-style-type: none"> • Initial Staffing Plan • Use of PRMP Staff • Key Staff, Resumes, and References
Technical Proposal	Part A- Attachment E: Mandatory Specifications
Contents:	<ul style="list-style-type: none"> • Submission Requirements • Mandatory Requirements • Mandatory Qualifications
Technical Proposal	Part A- Attachment F: Requirement Traceability Matrix
Contents:	<ul style="list-style-type: none"> • Requirement Traceability Matrix Workbook
Technical Proposal	Part A- Attachment G: Response to Statement of Work
Contents:	<ul style="list-style-type: none"> • Respond the questions a-y of the section.
Technical Proposal	Part A- Attachment H: Terms and Conditions Response
Contents:	<ul style="list-style-type: none"> • Title Page • RFP Terms and Conditions • Customary Terms and Conditions • Mandatory Requirements and Terms • Commercial Materials • Exceptions (if applicable)

3.11.4 Two-Part Submission

Vendors should submit proposals in **two distinct parts**: technical and cost. **Technical proposals** should not contain any cost information relating to the operation. **Cost proposals** should contain

all cost information and should be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening. In addition to printed copies of the technical and cost proposals, the vendor should submit two electronic copies of its technical proposal (PDF and Microsoft Excel, as appropriate) and cost proposal (Microsoft Excel).

Please submit separate universal serial buses (USBs), or other electronic media, if necessary, for both the technical and cost proposals for **a total of four USBs (two technical proposals and two cost proposals)**. Please submit **one printed copy of both the technical and cost proposals** and help ensure the **technical and cost proposals are packaged separately**.

Proposals should be submitted to the mailing address below:

Puerto Rico Department of Health
Medicaid Program, ATTN: Elizabeth Otero Martinez
268 Luis Muñoz Rivera Ave.
World Plaza – 12th Floor
San Juan, Puerto Rico 00918

3.11.5 Response Reference

The vendor's response should clearly reference how the information provided applies to the RFP. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

3.12 Changes to Proposals

A vendor is responsible for any and all response errors and/or omissions. A vendor is not allowed to alter or revise response documents after the proposal submission deadline date and time detailed in **1.3: RFP Timeline**.

3.13 Withdrawal of Proposals

A vendor may withdraw a submitted response at any time before the submission deadline date and time detailed in **1.3: RFP Timeline** by submitting a written request signed by an authorized vendor representative. After withdrawing a response, a vendor may submit another response at any time before the submission deadline. After the submission deadline, a vendor may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the vendor.

3.14 Multiple Proposals

A vendor must not submit multiple responses in different forms and or scopes and cannot submit separate proposals as a principal or subcontractor. If a vendor submits more than one proposal, the PRMP has the right to reject the proposals, as outlined in **3.10: The PRMP Right of Rejection**.

4. Scope of Work (SOW)

This section provides the details associated with the Talent Resourcing Company Procurement, and narratives that supply additional information and context. This section describes the expectations of the selected vendor and will become part of the vendor's commitment. All specifications included in this section will be binding in the contract resulting from this RFP. For the purposes of this RFP, specifications are defined as the totality of requirements and expectations that the selected vendor is accountable for managing.

As part of their proposal, vendors are required to respond to the totality of specifications and requirements expressed in this section and the remainder of the RFP. The selected vendor must perform, at a minimum, all necessary services and meet all expectations detailed in this RFP including, but not limited to **Section 4 and Attachment F: Requirements Traceability Matrix**. Similarly, the selected vendor will be expected to focus on these sections as part of the initial design discussions with the PRMP. In addition to this baseline expectation, the PRMP also encourages and expects vendors to include in their proposal additional details, contexts, and other items that will improve the proposal and offer the PRMP the best option for achieving its desired goals with the Talent Resourcing Company RFP.

The selected vendor is expected to conduct all necessary activities to meet the requirements specified in **Attachment F: Requirements Traceability Matrix (RTM)**. The RTM includes all the CMS-required outcomes for Provider Management, as well as the PRMP-defined outcomes. The RTM is informed, in part, by the specifications listed in the SOW of this RFP.

4.1 Key Goals

Respondents must demonstrate an understanding of the PRMP's goals for the modernization of the current system components and describe how their proposed solution facilitates achievement of these goals by the PRMP. The goals apply to all components and stakeholders of the PRMP, and include:

- Improve PRMP time to hire.
- Increase the quality of the candidate pool.
- Select the best qualified candidates.
- Provide verifiable metrics.
- Improve employees' benefits.
- Reduce costs.

The PRMP seeks the services of a vendor experienced in:

- Screening and identification of candidates.
- Interviewing candidates.
- Completing the recruiting process in a timely matter.

- Administration and payroll of the employees.

4.3 Required Terms and Conditions

A draft contract is provided in **Appendix 5: Proforma Contract Draft**, and it details the PRMP's non-negotiable terms and conditions, including tax requirements with which the vendor must comply in Puerto Rico, as well as:

- Scope of Service
- Contract Period
- Payment Terms

The proforma contract represents an example of the contract document that the successful vendor must sign. The proforma contract included in this RFP is an example contract and **does not include all final specifications**. The final terms of the contract will be discussed with the successful vendor during contract negotiations. A copy of a draft Business Associate Agreement (BAA) is also included within **Appendix 5: Proforma Contract Draft**.

5. Evaluation of Offers

5.1 Evaluation Process

Proposals will be evaluated **in two parts** by a committee of five or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. After the evaluation of technical proposals, the evaluation committee will identify those proposals with the highest technical scores and will move these proposals forward to the second part of the RFP evaluation, the cost proposal. The number of proposals that the evaluation committee moves forward from technical evaluations to cost evaluations will be relative to the total number of proposals submitted and subject to the discretion of the evaluation committee. Those proposals that are not moved forward from technical evaluations will not have their cost proposals scored. The evaluation committee reserves the right to revisit proposals if a technical and/or cost deficiency is discovered during the evaluation.

The vendor who demonstrates that they meet all the mandatory specifications will be selected to move forward to the cost proposal evaluations, and subsequent to cost proposal evaluation the evaluation committee shall recommend for the contract be awarded to the vendor who demonstrates the highest overall point score of all eligible vendors.

5.2 Evaluation Criteria

Proposals will be evaluated based on criteria in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals will be initially screened to assess whether the proposal meets or exceeds the mandatory specifications listed in **Attachment E: Mandatory Specifications**. Proposals passing the initial review will then be eligible to be evaluated and scored across six global criteria, with each receiving a percentage of the overall

total (1,150) points. The technical evaluation will be based upon the point allocations designated below for a total of 800 of the 1,150 points. Cost represents 300 of the 1,150 total points.

If oral presentations are not held, the technical evaluation will be based upon the point allocations of the remainder of the criteria for a total of 750 of 1,100 total points. Cost will remain 300 of the 1,100 total points.

Table 3: Scoring Allocations

Scoring Area	Points Allocated
Global Criterion 1: Vendor Qualifications and Experience	100 Points Possible
Global Criterion 2: Vendor Organization and Staffing	100 Points Possible
Global Criterion 3: Approach to SOW and Outcomes	450 Points Possible
Global Criterion 4: Initial Project Schedule	100 Points Possible
Global Criterion 5: Cost Proposal	300 Points Possible
Global Criterion 6: Oral Presentations	50 Points Possible
Total Points Possible	1,150 Points

5.3 Clarifications and Corrections

If the solicitation coordinator determines that a response failed to meet one or more of the mandatory specifications, the proposal evaluation team may review the response. The team may decide to, at its sole discretion:

- Determine that the response adequately meets RFP requirements for further evaluation.
- Request clarifications or corrections for consideration before further evaluation.
- Determine the response to be non-responsive to the RFP and reject it.

5.4 Failure to Meet Mandatory Specifications

Vendors must meet or exceed all mandatory specifications outlined in **Attachment E: Mandatory Specifications** for the rest of their proposal to be scored against the technical requirements of this RFP. Proposals failing to meet one or more mandatory specifications of this RFP may be disqualified and may not have the remainder of their technical or cost proposals evaluated.

5.5 Technical Proposal Opening and Evaluation

The PRMP will document and open the technical proposals received by the bid opening deadline. All proposals that pass the pre-screening for compliance with the mandatory specifications will be provided to the evaluation committee for technical evaluation. The evaluation committee will review the technical proposals, assign points where appropriate, and document the justifications for those proposals that should move forward to cost proposal evaluations. Technical proposals

will be posted for public inspection after technical and cost evaluations are complete and the Award Notification has been posted. See **6.2: Contract Award Process** for additional details.

5.6 Cost Proposal Opening and Evaluation

All cost bids received will be opened after the evaluation of technical proposals is complete. Cost bids for disqualified proposals or proposals that were otherwise not selected to move forward to cost evaluations will be opened for record-keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the evaluation committee for cost evaluation.

The PRMP reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

The evaluation committee will review the cost proposals, assign points, and make a final recommendation to the PRMP.

5.7 Requests for More Information

The PRMP may request clarifications or oral presentations of vendors participating in the RFP process. See **1.3: RFP Timeline** for details on the timing of oral presentations. During oral presentations, vendors may not alter or add to their submitted proposal but only clarify information. Oral presentations will be the opportunity for the vendor to demonstrate its understanding of meeting the goals of the RFP. A description of the materials and information to be presented will be provided before the oral presentations.

Oral presentations may be held using virtual platforms like Microsoft Teams or Zoom due to social distance and space limitations.

If the meeting is held on-premises, vendors should expect it to be held at:

The PRMP Central Office
World Plaza Building 5th or 12th floor
268 Muñoz Rivera Avenue
San Juan, PR 00918

The vendor should be prepared to coordinate any connectivity needs for its oral presentation before the oral presentation, if required.

5.8 Reference Checks

The PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors. Refer to Vendor References in **Attachment C: Vendor Qualifications and Experience** for the list of vendor references.

6. Award of Contract

This section provides the vendor with information on the process for contract award, the process for contract clarification and negotiations, the disclosure of responses to the public, and failure to negotiate.

6.1 Clarifications and Negotiations

The PRMP reserves the right to award a contract based on initial responses received; therefore, each response shall contain the vendor's best terms and conditions from a technical and cost standpoint. The PRMP reserves the right to conduct clarifications or negotiations with one or more vendors. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

6.1.1 Clarifications

The PRMP may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the PRMP's specifications or requirements. The PRMP may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the PRMP may be unique to an individual respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

6.1.2 Negotiations

The PRMP may elect to negotiate with a vendor by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The PRMP reserves the right to conduct multiple negotiation rounds or no negotiations at all. Additionally, the PRMP may conduct target pricing and other goods-or-services-level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual vendor pricing. During target price negotiations, vendors are not obligated to reduce their pricing to target prices, but no vendor is allowed to increase prices.

6.1.3 Failure to Negotiate

If the PRMP determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best-evaluated vendor, then the PRMP reserves the right to bypass the apparent best-ranked vendor and enter terms and conditions contract negotiations with the next apparent best-ranked vendor.

6.2 Contract Award Process

The solicitation coordinator will submit the proposal evaluation committee determinations and scores to the PRMP executive director for consideration along with any other relevant information that might be available and pertinent to the contract award.

The PRMP executive director will review the evaluation committee's decision regarding the apparent best-ranked evaluated vendor. If the PRMP executive director determines that the PRMP is going to award the contract to a vendor other than the one receiving the highest evaluation process score, then the executive director will provide written justification and obtain the written approval of the PRDoH secretary.

After identification of the awarded vendor, the PRMP will issue a Notice of Award, identifying the apparent best-ranked response and making the RFP files available for public inspection at the time and date specified in **1.3: RFP Timeline**.

The Notice of Award shall not create rights, interests, or claims of entitlement in either the apparent best-ranked vendor or any other vendor.

The vendor identified as offering the apparent best-ranked response must sign a contract drawn by the PRMP pursuant to this RFP. The contract shall be similar to that detailed within **Appendix 5: Proforma Contract Draft**. The vendor must sign the contract by the contract signature deadline detailed in **1.3: RFP Timeline**. If the vendor fails to provide the signed contract by this deadline, the PRMP may determine that the vendor is non-responsive to this RFP and reject the response.

Notwithstanding the foregoing, the PRMP may, at its sole discretion, entertain limited terms and conditions or pricing negotiations before contract signing and, as a result, revise the contract terms and conditions or performance requirements in the PRMP's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and vendor selection process.

If the PRMP determines that a proposal is non-responsive and rejects it after opening cost proposals, the solicitation coordinator will recalculate scores for each remaining responsive cost proposal to determine (or redetermine) the apparent best-ranked proposal.

6.3 Contract Approval and Contract Payments

After contract award, the vendor that is awarded the contract must submit all appropriate documentation to the PRDoH contract office.

This RFP and its vendor selection process do not obligate the PRMP and do not create rights, interests, or claims of entitlement in either the vendor with the apparent best-evaluated response or any other vendor. The PRMP obligations pursuant to a contract award shall begin only after the contract is signed by the PRMP's agency head and the vendor and after the contract is approved by all other PRMP officials as required by applicable laws and regulations, including the Fiscal Oversight Management Board (FOMB).

No payment will be made until the relevant contract is approved as required by applicable statutes and rules of Puerto Rico, is registered with the Comptroller's Office, and distributed by the Contract Office of PRDoH.

The PRMP shall not be liable for payment of any type associated with the contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the vendor, even goods delivered, or services rendered in good faith and even if the vendor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the contract effective date or after the contract term.

All payments in relation to this procurement will be made in accordance with the Payment Terms and Conditions of the contract resulting from this RFP.

6.4 Performance

Upon request of the Commonwealth, the vendor shall meet to discuss performance or provide contract performance updates to help ensure the proper performance of this contract. The Commonwealth may consider the vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend the vendor from doing future business with the Commonwealth for a specified period, or whether the vendor can be considered responsible on specific future contract opportunities.

Time is of the essence with respect to the vendor's performance of this contract. The vendor shall continue to fulfill its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the Commonwealth.

The SLAs and Performance Standards contained herein cover the SOW stipulated in this RFP and the resulting contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and the PRMP, and is subject to specific requirements, identified in **Appendix 1: Service-Level Agreements (SLAs) and Performance Standards**, which contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, **Appendix 1: Service-Level Agreements (SLAs) and Performance Standards** contains the minimum service levels required for the duration of the contract.

SLAs may be added or adjusted by mutual agreement during the term of the contract to align with business objectives, organizational objectives, and technological changes. The vendor will not be liable for any failed SLAs caused by circumstances beyond its control and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the vendor immediately notifies the PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The vendor should deduct any amount due because of the failure to meet SLAs from invoices, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing the status of SLAs and those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. The PRMP reserves the right to seek any other remedies under the contract.

7. Attachments

Attachment A: Cost Proposal

Instructions: Attachment A: Cost Proposal is a Microsoft Excel spreadsheet that includes instructions for vendors to submit a cost proposal. Vendors may not reformat the PRMP's cost workbook. The cost proposal must be submitted separately from the technical proposal. **Be advised, the PRMP may reject any proposal with a cost workbook that is reformatted and/or not separately sealed.**

The vendor's cost proposal should provide sufficiently detailed information to allow the PRMP to assess the reasonableness of the vendor's cost. The vendor's cost proposal should be inclusive and complete for each area identified in **Attachment A: Cost Proposal**. **The cost proposal should be built assuming that the Talent Resourcing Company contract will be active for one year.** The PRMP's goal is to compare total cost to deliver the scope of work in this RFP; therefore, all Cost Proposals will be evaluated based on a proposed cost and total cost basis.

Costs that are not specified by the vendor in the Cost Workbook will not be considered nor allowable. All assumptions regarding the vendor's Cost Proposal should be included in the identified tab in **Attachment A: Cost Proposal**.

The following are the PRMP's cost assumptions:

1. The Cost Proposal should not include exceptions and additional terms and conditions.
2. The PRMP will not be liable for or pay any fees or costs that the vendor does not identify in its proposal.

For more details and instructions on the cost proposal, please refer to the **Attachment A: Cost Proposal – Cost Workbook** Microsoft Excel spreadsheet.

Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents

This section will provide instructions to vendors on what to include for the title page, vendor information, executive summary, and table of contents, as well as how to include subcontractor letters.

- **Title Page**

The vendor should include a title page stating the vendor's intent to bid for this RFP. The vendor's response should include a title page; table of contents; executive summary; and vendor contact and location information.

The vendor should include the following cover letter, signed in blue ink by an authorized signatory legally binding the vendor and include it in the labeled "Original Proposal."

The vendor should provide the following information regarding the person responsible for completing the vendor response. This person should also be the person the PRMP should contact for questions and/or clarifications.

Name	_____	Phone	_____
Address	_____	Fax	_____
	_____	Email	_____
	_____		_____

Subject to acceptance by the PRMP, the vendor acknowledges that by submitting a response and signing in the space indicated below, the vendor is submitting a formal offer to meet that which is being requested within this RFP.

In addition to providing a signature to 6: *Disclosure of Response Contents* in this section, failure to sign the Submission Cover Sheet or signing it with a false statement shall void the submitted response or any resulting contracts.

_____ / _____

Original signature of Signatory Authorized to Legally Bind the Company / **Date**

Name (Typed or Printed)

Title

Company Name

Physical Address

State of Incorporation

By signature hereon, the vendor certifies that:

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.
2. The vendor's response meets the requirement of this RFP.
3. The vendor will comply with all federal and Commonwealth laws, rules, and regulations that are in force currently or anytime during the term of a resulting contract.

4. The vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. The PRMP will hold “confidential” all response information, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals. All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded in accordance with the laws of Puerto Rico.
5. The company represented here is an authorized dealer in good standing of the products and services included in this response.
6. The vendor, any subcontracting partners, and its proposed resources are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; are compliant with the Commonwealth’s statutes and rules relating to procurement; and are not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov/content/home>.
7. Prior to the award, the vendor affirms it will have all current approvals, licenses, or other qualifications needed to conduct business in Puerto Rico.

- **Vendor Information**

The vendor should complete the following information in the subsections below:

- Primary point of contact for any questions pertaining to the vendor’s payment address.
- Address to which the PRMP should send legal notices for any potential future agreements.

2.1 Payment Address

In the table below, the vendor should provide the name, title, and address to which the PRMP should direct payments for the goods and services within this RFP.

Table 4: Payment Information

Payment Information			
Name:		Title:	
Address:			
City, State, and ZIP Code:			
Phone:		Fax:	
Email:			

2.2 Legal Notice Address

In the table below, the vendor should provide the name, title, and address to which the PRMP should send legal notices.

Table 5: Legal Notice Information

Legal Notice Information			
Name:		Title:	
Address:			
City, State, and ZIP Code:			
Phone:		Fax:	
Email:			

- **Executive Summary**

This section should be a brief (one to three page) summary of the key aspects of the vendor's technical proposal. The executive summary should include an overview of the vendor's qualifications; approach to delivering the services described in the RFP; time frame for delivering the services; the proposed team; and the key advantage(s) of the vendor's proposal to the PRMP.

<Response>

- **Subcontractor Letters (If Applicable)**

If applicable, for each proposed subcontractor the vendor should attach to **Attachment B: Title Page, Vendor Information, Executive Summary, Subcontractor Letters, and Table of Contents** a letter from the subcontractor, signed in blue ink by an authorized signatory legally binding the subcontractor, which includes the following information:

- The subcontractor's legal status, federal tax identification number, Data Universal Numbering System (DUNS) number, and principal place of business address.
- The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
- A description of the work the subcontractor will perform.
- A statement of the subcontractor's commitment to performing the work if the vendor is selected.
- A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.

- A statement that the subcontractor will maintain any permits, licenses, and certifications requirements to perform its portion of the work.

<Response>

- **Table of Contents**

This section should contain a table of contents. The table of contents should include all parts of the proposal, including response forms and attachments, identified by section and page number. The table of contents should also include a table of tables, table of figures, etc.

<Response>

- **Disclosure of Response Contents**

All vendors selected for negotiation by the PRMP will be given equivalent information concerning cost negotiations. All cost negotiations will be documented for the procurement file.

All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of Puerto Rico. If a vendor determines there is a “trade secret” contained in the proposal, the vendor must send a written notification to the solicitation coordinator when submitting the proposal to help prevent public disclosure of the “trade secret.” A redacted version of the technical proposal must be provided to the PRMP at the time of proposal submission if there are “trade secrets” the proposing vendor wishes to not be made public.

A redacted proposal should be provided separately from the technical and cost envelopes and should be in addition to (not in place of) the actual technical or cost proposal. The PRMP will keep all response information confidential, including both technical and cost information, during the evaluation process, except for the questions and answers before the submittal of proposals.

Upon completion of response evaluations, indicated by public release of a Notice of Award, the responses, and associated materials will be open for review on the website or at an alternative location as defined by the PRMP. Any “trade secrets” notified by the vendor to the solicitation coordinator will be excluded from public release.

By signing below, I certify that I have reviewed this RFP (and all of the related amendments) in its entirety; understand the requirements, terms, and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on the vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any Puerto Rico agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Vendor Qualifications and Experience

This section will provide instructions to vendors to complete information required for the organizational overview, corporate background, experience in the public sector, and certifications.

Organization Overview

This section of the vendor’s technical proposal should include details of the vendor and subcontractor overview. The vendor’s technical proposal should include organization overview, corporate background, vendor’s experience in the public sector, and certifications.

1.1 Organization Overview

Provide all relevant information regarding the general profile of the vendor.

The vendor is not to change any of the pre-filled cells in the following tables.

Table 6: Vendor Overview

Vendor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry (North American Industry Classification System [NAICS])	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>

Vendor Overview	
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

1.2 Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included.

The vendor is not to change any of the pre-filled cells in the following tables.

Table 7: Subcontractor Overview

Subcontractor Overview	
Company Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Industry – NAICS	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	<Response>
Number of Years in Business	<Response>

Subcontractor Overview	
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States and its Territories	<Response>
Locations in the United States and its Territories	<Response>

Existing Business Relationships with Puerto Rico

Describe any existing or recent (within the last five years) business relationships the vendor or any of its affiliates or proposed subcontractors have with the PRMP, and/or Puerto Rico’s municipalities.

<Response>

Business Disputes

Provide details of any disciplinary actions and denote any that are pending litigation or Terminated for Cause or Convenience and associated reasons. Also, denote any other administrative actions taken by any jurisdiction or person against the vendor. List and summarize all judicial or administrative proceedings involving your sourcing activities, claims of unlawful employment discrimination, and anti-trust suits in which you have been a party within the last five years. If the vendor is a subsidiary, submit information for all parent companies. If the vendor uses subcontractors, associated companies, or consultants that will be involved in any phase of this operation, each of these entities will submit this information as part of the response.

<Response>

References

The vendor must provide references for similar services provided in the past. The PRMP may conduct reference checks to verify and validate the past performance of the vendor and its proposed subcontractors.

Vendor (Prime) References Form

Include at least three references from projects performed within the last three years that demonstrate the vendor’s ability to perform the scope of work described in this RFP. The vendor must include references from three different clients/projects.

Table 8: Vendor References

Vendor Information				
Vendor Name:		Contact Name:		
		Contact Phone:		
Customer Information				
Customer Organization:		Contact Name:		
		Contact Title:		
Customer Address:		Contact Phone:		
		Contact Email:		
Total Vendor Staff:				
Objectives:				
Description:				
Vendor's Involvement:				
Key Staff				
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Name: (Add more rows as needed)		Role: (Add more rows as needed)		
Measurements:				
Estimated Costs:		Actual Costs:		
Reason(s) for change in cost:				
Original Value of Vendor's Contract:		Actual Total Contract Value:		
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

The vendor should include a project description, contract dates, and contact information (customer points of contact, addresses, telephone numbers, and email addresses). The vendor should explain whether it performed the work as a prime contractor or as a subcontractor.

The vendor is not to change any of the pre-filled cells in the following tables. The vendor may add additional reference tables as necessary.

Subcontractor References (If Applicable)

If the vendor’s proposal includes the use of subcontractor(s), provide three references for each subcontractor. The PRMP prefers references that demonstrate where the prime and subcontractors have worked together in the past.

Table 9: Subcontractor References

Subcontractor Information	
Vendor Name:	Contact Name: <input type="text"/>
	Contact Phone: <input type="text"/>
Customer Information	
Customer Organization:	Contact Name: <input type="text"/>
	Contact Title: <input type="text"/>
Customer Address:	Contact Phone: <input type="text"/>
	Contact Email: <input type="text"/>
Project Information	
Total Vendor Staff:	<input type="text"/>
Objectives: <input type="text"/>	
Description: <input type="text"/>	
Vendor’s Involvement: <input type="text"/>	
Key Staff	
Name: (Add more rows as needed)	Role: (Add more rows as needed)
Name: (Add more rows as needed)	Role: (Add more rows as needed)
Project Measurements:	
Estimated one-time costs:	Actual one-time costs:

Subcontractor Information				
Reason(s) for change in one-time cost:				
Original Value of Vendor's Contract:			Actual Total Contract Value:	
Reason(s) for change in value:				
Estimated Start and Completion Dates:	From:		To:	
Actual Start and Completion Dates:	From:		To:	
Reason(s) for the difference between estimated and actual dates:				
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:				

Attachment D: Vendor Organization and Staffing

This section will provide instructions to vendors to submit their approach to staffing for the Talent Resourcing contract using **Attachment D: Vendor Organization and Staffing**.

Instructions: Staffing strategies are to be employed by the vendor to help ensure all specifications, outcomes, and service levels are met to the satisfaction of the PRMP. The evaluation of the vendor's staffing approach shall be based on the ability of the vendor to satisfy the SOW, outcomes, and requirements stated in this RFP. Therefore, the vendor should present detailed information regarding the qualifications, experience, and expertise of key staff and an Initial Staffing Plan.

For ease of formatting and evaluation, **Attachment D: Vendor Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following should not exceed 10 pages, excluding key personnel resumes and the forms provided in this attachment.

1. Initial Staffing Plan

As part of the vendor's proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in **Attachment E: Mandatory Specifications**, the vendor's narrative description of its proposed Initial Staffing Plan should include:

- A description of the vendor's proposed team that exhibits the vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work as described in this RFP.
- Organization charts for the operation showing both the vendor staff and their relationship to the PRMP staff that will be required for the delivery of all necessary Talent Resourcing services. The organization chart should denote all key staff and non-key positions with a summary of each key staff's responsibilities.
- Identification of subcontractor staff, if applicable.
- Description of how the prime vendor will manage any subcontractor partnership including but not limited to the performance standards in place between the prime and subcontractor, if applicable.

<Response>

2. Use of the PRMP Staff

Describe the business and technical resources the PRMP should provide to support the development, review, and approval of all deliverables as well as the staff necessary to help ensure successful completion of this project. Specifically, the vendor should address the following:

- The key PRMP roles necessary to support the requirements and scope of work.
- The nature and extent of the PRMP support required in terms of staff roles and percentage of time available.
- Assistance from the PRMP staff and the experience and qualification levels of required staffing.

The PRMP may not be able or willing to provide the additional support the vendor lists in this part of its Proposal. The vendor, therefore, should indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the PRMP may reject the vendor's proposal if the PRMP is unwilling or unable to meet the requirements.

3. Key Staff, Resumes, and References

Key staff consist of the vendor's core management team for this engagement. These resources are responsible for providing leadership and creating the standards and processes required for the Talent Resourcing services. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this vendor's success.

The experience and responsibilities for each key staff role are defined in **Appendix 2: Key Staff Qualifications, Experience, and Responsibilities**

2.1 Resumes

The PRMP considers the key staff resumes as an indicator of the vendor’s understanding of the skillsets required for each staffing area and their ability to perform them. The vendor should complete the table below and include resumes of all the individuals who are being initially proposed. Each resume must not exceed three pages and must demonstrate experience relevant to the position proposed. If applicable, resumes should include work performed under the vendor’s corporate experience, and the specific functions performed on such engagements. Copies of diplomas, licenses, and credentials are encouraged but are not required, and are not subject to the three-page limit.

Table 10: Proposed Key Staff and Roles

Name	Proposed Role	Experience in Proposed Role

<Response>

2.2 Key Staff References

The vendor should provide two references for each proposed key staff. The reference should be able to confirm that the staff has successfully demonstrated performing tasks commensurate to the tasks they will perform in alignment with this RFP and the resulting contract.

The name of the person to be contacted, phone number, client name, address, a brief description of work, and date (month and year) of employment should be given for each reference. These references should be able to attest to the candidate’s specific qualifications. The reference given should be a person within a client’s organization and not a coworker or a contact within the vendor’s organization. The PRMP may contact one or more of the references given and the reference should be aware that the PRMP may contact them for this purpose.

Vendors should use the format provided in the table below. Please repeat the rows and tables as necessary.

Table 11: Key Staff References

Key Staff Reference Form					
Key Staff Name:		Proposed Role:			
Reference 1					
Client Name:		Client Address:			
Contact Name:		Contact Title:			
Contact Phone:		Contact Email:			
Project Name:		Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:					
Project Role and Responsibilities:					
Reference 2					
Client Name:		Client Address:			
Contact Name:		Contact Title:			
Contact Phone:		Contact Email:			
Project Name:		Start Date:	MM/YYYY	End Date:	MM/YYYY
Project Description:					
Project Role and Responsibilities:					
Key Staff Reference Form					
Key Staff Name:		Proposed Role:			
Reference 1					
Client Name:		Client Address:			
Contact Name:		Contact Title:			
Contact Phone:		Contact Email:			

Key Staff Reference Form				
Project Name:		Start Date:	MM/YYYY	End Date: MM/YYYY
Project Description:				
Project Role and Responsibilities:				
Reference 2				
Client Name:		Client Address:		
Contact Name:		Contact Title:		
Contact Phone:		Contact Email:		
Project Name:		Start Date:	MM/YYYY	End Date: MM/YYYY
Project Description:				
Project Role and Responsibilities:				

Attachment E: Mandatory Specifications

This section will provide instructions to vendors to respond to mandatory specifications as an attachment titled **Attachment E: Mandatory Specifications**.

Instructions: The mandatory specifications must be agreed to and met by the vendor as a part of the submitted proposal. Failure on the part of the vendor to agree to and meet any of the mandatory specifications may result in their disqualification of the proposal at the sole discretion of the PRMP. The term “must,” stipulates and identifies a mandatory specification. The vendor is to demonstrate compliance with mandatory specifications in its proposal. If the vendor’s proposal meets the mandatory specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For mandatory specifications that involve documentation, vendors should include that documentation with their technical proposal. When appropriate, the vendor’s proposal must provide narrative responses addressing the following subsections.

A line for the vendor to initial follows each subsection below. By initialing each subsection, the vendor certifies that it has reviewed the subsection in its entirety and agrees that the vendor meets, and will continue to meet, each of the requirements in full, for the duration of the contract. In addition, the vendor must also sign upon the line below certifying that it has reviewed these mandatory specifications in their entirety and agrees that the vendor meets, and will continue to meet, each of these mandatory specifications in full, for the duration of the contract.

Submission Requirements

This RFP includes multiple sections that specify proposal submission requirements including but not limited to **1.3 RFP Timeline, 3.11 Proposal Submittal and Instructions**, and **Attachments**. The vendor must at least meet all proposal submission requirements as part of this RFP, including but not limited to formatting, completeness, timeliness, and accuracy, as described in the aforementioned sections. Failure to meet any of the submission requirements of this RFP may result in disqualification of a proposal, in accordance with **5.4 Failure to Meet Mandatory Specifications**.

Initial

Mandatory Requirements

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by the PRMP in order to establish and maintain compliance between the PRMP and the Talent Resourcing vendor. The first section requires initialing and narrative explanation, while the second section requires initialing but does not require narrative explanation.

Mandatory Requirements: Narrative Explanation Required

1. The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.

<Response>

2. The vendor must support the PRMP's requests for information in response to activities including, but not limited to:
 - a. Compliance audits
 - b. Investigations
 - c. Legislative requests

<Response>

3. The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.

<Response>

4. The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.

<Response>

5. The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.

<Response>

6. The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.

<Response>

7. The vendor staff must not have the capability to access, edit, and share personal data, with unauthorized staff, including but not limited to:
 - a. Protected Health Information (PHI)
 - b. Personally Identifiable Information (PII)

- c. Financial Transaction Information
- d. Federal Tax Information
- e. Social Security Administration (SSA) data including, but not limited to family, friends, and acquaintance information

<Response>

Mandatory Requirements: No Narrative Explanation Required

- The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.
- The vendor must perform according to approved SLAs and associated metrics in the areas listed in **Appendix 1: Service-Level Agreements and Performance Standards**.
- The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)
- The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.
- The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.
- The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.
- On a monthly basis the vendor must, at a minimum, include the standard invoice package contents for the PRMP, including, but not limited to:
 - a. An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.
 - b. Provide the PRMP with a list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.
 - c. Provide the PRMP with three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.
 - i. Invoice Package #1 – Original Signature and Hard Copy
 - ii. Invoice Packages #2 - #3 – Hard Copy
 - iii. Invoice Package #4 – Electronic

- The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period.

Initial

Mandatory Qualifications

The vendor must complete this section to demonstrate that it has the experience needed to meet the requirements in this RFP. The table below lists each mandatory qualification. The vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement.

Table 12: Mandatory Qualifications

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative to Demonstrate Fulfillment of Requirement
The vendor must have a minimum of 7 years of experience performing talent resourcing .	YES	NO	<Response>
Possesses all applicable licenses, certificates, permits, or other authorizations required by governmental authorities.	YES	NO	<Response>
The vendor must include at least three references from clients within the last five years that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from three different projects/clients that provide details on the vendor's experience on managing all the process of talent resourcing .	YES	NO	<Response>

Initial

By signing below, I certify that I have reviewed these mandatory specifications in their entirety and agree that the vendor meets, and will continue to meet, each of these mandatory specifications in full.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment F: Requirements Traceability Matrix (RTM)

See the attached Microsoft Excel file titled **Attachment F: Requirements Traceability Matrix (RTM)**. Please review the following instructions:

1. The vendor must note compliance with each requirement and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage.
2. Vendor's Disposition values are outlined below:
 - a. **"Will Meet"**: The vendor agrees to meet the requirements and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each requirement for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
 - b. **"Will Not Meet"**: The vendor declines to meet the requirement and each requirement's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more requirements, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
 - c. If a vendor responds with "Will Not Meet" to one or more requirement, the proposal will be considered non-responsive and may be disqualified per **Attachment E: Mandatory Specifications and 5.4 Failure to Meet Mandatory Specifications**.
3. All requirements must contain one of the values identified above. **Any requirement without a Vendor's Disposition response value will be considered "Will Not Meet."**
4. The vendor must provide the attachment, section, and page number(s) where their detailed narrative response for each requirement resides, providing the PRMP with a

crosswalk and helping to ensure that each requirement specified in Attachment F is included in the vendor's response.

Attachment G: Response to SOW

This section will provide instructions to vendors to respond to the requested services detailed in this RFP.

Instructions: The responses to each part of the SOW are required as part of the submitted proposal. Responses will be scored as part of the technical proposal evaluation.

The text response to each section (a-y) in this attachment must be ten pages or less. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond eight pages of text and ten total pages including images and diagrams will not be reviewed.

1. Approach to Business Specifications

Describe the vendor's approach to meeting or exceeding the PRMP's specifications and requirements, as described in **Attachment F: Requirements Traceability Matrix** and **Section 4: Scope of Work (SOW)** of this RFP. As part of their response, vendors should provide:

- a. Provide written verification certifying that all temporary employees provided by the company will be considered employees of the company, or of the company subcontractors, as applicable, and that the company or company subcontractor will be responsible for maintaining at all times, suitable minimum coverage and all payroll taxes.

<Response>

- b. Describe what sets your company apart from the other staffing companies and why you are qualified to handle the Medicaid Program.

<Response>

- c. Describe the methodology used to fill a position for a temporary employee. Detail how and where your company would typically source and advertise based on the list of job classifications provided.

<Response>

- d. Describe your current turnover rate for your company, recruiters and account representatives.

<Response>

- e. Provide a detailed description of your company testing, screening, and interview process.

<Response>

- f. How does the company determine if a candidate meets the qualifications of the position.

<Response>

- g. Describe the company onboarding process.

<Response>

- h. Describe the company's ability and success rate at placing long-term temporary assignments.

<Response>

- i. Describe the types of positions most commonly filled and the types of positions you have the means to fill.

<Response>

- j. Provide the company's policy and procedure relating to:

Section	Response
Overtime pay	Discuss your policy and procedure
Vacation days	Discuss your policy and procedure
Holiday pay (federal and state)	Discuss your policy and procedure
Sick pay	Discuss your policy and procedure
Funeral pay	Discuss your policy and procedure
Maternity pay	Discuss your policy and procedure
SINOT	Discuss your policy and procedure
Emergency pay (natural disasters, catastrophic events, etc.).	Discuss your policy and procedure
Medical Insurance	Discuss your policy and procedure
Any other benefits.	Discuss your policy and procedure

- k. Identify the pay cycle (weekly, every two weeks, twice a month, etc.) for which the company regularly pays it employees for work performed.

<Response>

- l. Describe the type (online or manual timesheets) and general process of timesheets reporting and obtaining manager or delegate approval for regular and overtime hours worked.

<Response>

- m. Identify the procedures and policies regarding employees working from home (if applicable).

<Response>

- n. Explain how our account would be managed under the single point of contact requirement.

<Response>

- o. Describe how often the company reconciles account payables/receivables and billing errors.

<Response>

- p. Include the procedure by which the Medicaid Program will be notified including timing of notifications, penalties imposed and reimbursement processes.

<Response>

- q. Provide a list of reports that the company can readily produce for PRMP. Describe the process and standard timeframe needed for any ad hoc reporting requested by PRMP.

<Response>

- r. Travel may be necessary for some employees. Provide the company policy, procedures and billing charges for travel and travel reimbursements (if applicable).

<Response>

- s. Discuss the average response time on completing ordering documents by successfully placing temporary employees.

<Response>

- t. Provide the company's business work hours.

<Response>

- u. Describe previous use of subcontractors to fill niche or “hard to fill” positions and include time requirements expected before the use of subcontractors.

<Response>

- v. Describe the company’s affiliation, partnership, or direct access to other staffing companies.

<Response>

- w. Describe the company’s performance appraisal.

<Response>

- x. Discuss a work plan that describes the process of recruitment of approximately 150 employees. Explain what accrued benefits of the current employees under the current company will be honor.

<Response>

- y. Employees under the actual Talent Resourcing Company have accumulated benefits (vacation and sick days). Discuss the Company policy regarding this matter.

<Response>

Attachment H: Terms and Conditions Response

This section describes the Terms and Conditions of the RFP, the PRMP’s expectations of vendors, and compliance with federal procedures.

1. Title Page

The vendor should review **Attachment H: Terms and Conditions Response**, signing each provided signature block using blue ink in order to note the vendor’s acknowledgment and intent of compliance. The vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in **Attachment H: Terms and Conditions Response** of the RFP but raised during contract negotiations, the PRMP reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of the PRMP.

2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and the PRMP’s expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to

the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at the PRMP's sole discretion, result in the disqualification of the vendor's proposal.

Please provide an authorized signature stipulating the vendor's acknowledgment, understanding, and acceptance of these RFP Terms and Conditions.

Printed Name/Signature of Authorized Personnel	Date
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3. Customary Terms and Conditions

The selected vendor will sign a contract with the PRMP to provide the services described in the vendor's response. The following documents shall be included in any contract(s) resulting from this RFP:

- **Appendix 1: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: Proforma Contract Draft** *inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement*

Please provide a signature stipulating the vendor's acknowledgment, complete review, and acceptance of these documents.

Printed Name/Signature of Authorized Personnel	Date
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If the vendor is NOT taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in [Attachment H: Terms and Conditions Response](#), Section 6: Exceptions.

Printed Name/Signature of Authorized Personnel	Date
---	-------------

4. Mandatory Requirements and Terms

The following items are mandatory terms and documents. Please be advised, the vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

Attachment E: Mandatory Specifications

- Prior to the vendor submission of its proposal, the vendor must be registered with the “Registro Único de Proveedores de Servicios Profesionales” (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department’s web site <http://www.hacienda.pr.gov>.
- Prior to the contract resulting from this RFP being signed, the successful vendor must provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall indicate current insurance coverage meeting minimum requirements as specified by this RFP. A failure to provide a current Certificate of Insurance will be considered a material breach and grounds for contract termination. A list of the insurance policies that may be included in this contract are provided in **Appendix 5: Proforma Contract Draft**.
- A performance bond may be required for the contract resulting from this RFP.
- **Appendix 1: Service-Level Agreements (SLA) and Performance Standards**
- **Appendix 5: Proforma Contract Draft** inclusive of HIPAA BAA.

Vendors that are not able to enter into a contract under these conditions should not submit a bid.

Please provide an authorized signature stipulating the vendor’s acknowledgment, understanding, and acceptance of the mandatory requirements and terms stipulated in this section.

Printed Name/Signature of Authorized Personnel

Date

5. Commercial Materials

The vendor should list any commercial and proprietary materials it will deliver that are easily copied, such as commercial software, and in which the PRMP will have less than full ownership (“Commercial Materials”). Generally, these will be from third parties and readily available in the open market. The vendor need not list patented parts of equipment.

<Response>

6. Exceptions

The vendor should indicate exceptions to the PRMP’s Terms and Conditions in this RFP. Any exceptions should include an explanation for the vendor’s inability to comply with such terms or conditions and, if applicable, an alternative language the vendor would find acceptable. Rejection of the PRMP’s Terms and Conditions, in part or in whole, or without any explanation, may be cause for the PRMP’s rejection of a vendor’s proposal. If an exception concerning the Terms and Conditions is not noted in this response template, but raised during contract negotiations, the PRMP reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the PRMP.

The terms and conditions of a vendor’s software license, maintenance support agreement, and SLA, if applicable, will be required for purposes of contract negotiations for this operation. Failure to provide the applicable vendor terms, if any, as part of the RFP response may result in rejection of the vendor’s proposal.

Instructions: Identify and explain any exceptions to the PRMP’s terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the vendor indicates that no changes to the Terms and Conditions are proposed and that the vendor intends to accept them as written if the vendor’s proposal is selected. Mandatory specifications and terms noted in this RFP are non-negotiable.

- The vendor may add additional tables, as appropriate.
- Do not submit vendor’s Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- Making revisions to the PRMP statutes and regulations is prohibited.
- The PRMP has no obligation to accept any exception(s).

6.1

Table 13: Exception #1

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable) Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

6.2

Table 14: Exception #2

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable) Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the RFP Response
NOTES/COMMENTS: <FOR THE PRMP USE ONLY>		

8. Appendices

Appendix 1: SLAs and Performance Standards

The SLAs contained herein cover the SOW stipulated in this RFP and the resulting contract. The vendor should consistently meet or exceed performance specifications classified as SLAs between the vendor and the PRMP, and are subject to specific requirements, identified in **Attachment E: Mandatory Specifications**. This section of the RFP contains expectations related to SLAs and implications of meeting versus failing to meet the SLAs, as applicable. In addition, this section contains the minimum service levels required for the duration of the contract.

SLAs and associated KPIs may be added or adjusted by mutual agreement during the term of the contract to align with business objectives, organizational objectives, and technological changes. The vendor will not be liable for any failed SLAs caused by circumstances beyond its control and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the vendor immediately notifies the PRMP in writing, takes all steps necessary to minimize the effect of such circumstances, and resumes its performance of the services in accordance with the SLAs as soon as possible.

The vendor should deduct any amount due as a result of the SLAs from its future payments, and those deductions should be made from the invoice total dollar amount. Each invoice should also be accompanied by an SLA Report detailing those SLAs that were triggered within the invoice period. Each invoice should detail the total invoice amount, the amount deducted due to the associated contract remedy, and the final invoice amount less the contract remedy. **The PRMP reserves the right to seek any other remedies under the contract.**

SLAs and Performance Standards

The KPIs used to define the following service levels are an adjunct to the performance standards. The PRMP has identified the KPIs to be key indicators of the vendor's operational performance. Failure to achieve a KPI may, at the discretion of the PRMP, result in payment reduction; failure to meet any other performance standard defined in the resulting contract is not directly tied to fiscal holdback. The PRMP reserves the right to promote any performance metric to the status of KPI.

The following table contains the terms and their definitions specific to the SLAs found in this appendix; the table can also be found in **Appendix 7: Acronyms, Abbreviations, and Terms Glossary**.

CAP

When an SLA is not met, the vendor should submit for approval to the PRMP a written CAP no later than 10 business days from the date the PRMP requests the CAP. The PRMP will consider extensions to the 10-day timeline on a case-by-case basis. The CAP will include, at a minimum:

- Deficient SLA(s).

- A full description of the issue.
- Impact of the issue.
- A full description of the issue.
- The resolution.
- The proposed corrective action to avoid missing the SLA in the future

The vendor will implement the proposed corrective action only upon the PRMP approval of the CAP. Please note that the SLA-related CAPs differ from those CAPs provided in response to issues.

Table 15: SLAs, Performance Standards, and Contract Remedies

ID	SLA Subject Areas	Performance Standards	Contract Remedies
1.	Turnover	<p>Turnover and Closeout Management Plan defines the vendor's responsibilities related to turnover. Turnover will not be considered complete until the Turnover reports are accepted by PRMP.</p> <p>The Turnover Results Report should be delivered to the PRMP after the completion of each step on the Turnover and Closeout Management Plan. The Turnover Results Report should include:</p> <ul style="list-style-type: none"> ○ Transition approach. ○ Staffing. ○ Assigned tasks to staff. ○ Schedule. 	<p>PRMP shall assess up to \$200 per calendar day for each day after the due date that an acceptable Turnover and Closeout Management Plan is not submitted. PRMP shall assess up to \$500 per calendar day for each day after 30 calendar days from the date of the turnover of operations that the Turnover Results Report is not submitted.</p>

ID	SLA Subject Areas	Performance Standards	Contract Remedies
2.	Turnover Documentation	<p>The vendor must provide to PRMP or its designee, within seven (7) business days of notice of termination the following information:</p> <ul style="list-style-type: none"> • Copies of all subcontracts and third-party contracts executed in connection with the services included in this contract. • A list of services provided by subcontractors, including the names and contact information for the subcontractors. • Other documentation as defined by PRMP. 	PRMP shall assess up to \$300 for each calendar day beyond the seven (7) business days that all required materials are not delivered by the vendor.
3.	Email Triage and Acknowledgment	<p>The vendor must triage all inquiries received from PRMP-approved email addresses. All emails received must be acknowledged within twenty-four (24) hours of receipt and resolved within three (3) business days unless otherwise approved by PRMP.</p> <p>The vendor must forward to the designated PRMP staff within one (1) calendar day those inquiries that are either:</p> <ol style="list-style-type: none"> 1. Determined to be outside the response scope for the vendor. 2. Should be handled by PRMP staff. <p>Compliance and Calculation:</p> <ul style="list-style-type: none"> • Acknowledge all emails received within twenty-four (24) hours and 	<p>\$100 per occurrence of an email not being acknowledged within twenty-four (24) hours.</p> <p>\$100 per occurrence of an email resolution not received within three (3) business days.</p> <p>\$100 per occurrence of any emails forwarded to outside the response scope of the vendor within one (1) calendar day.</p>

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<p>resolve all emails within three (3) business days.</p> <ul style="list-style-type: none"> • Forward to PRMP staff within one (1) calendar day emails that are determined to be outside of the vendor's response scope. 	
4.	Key Staff	<p>During the entire duration of the contract, key staff commitments made by the vendor must not be changed without thirty (30) days prior written notice to PRMP unless due to legally required leave of absence, sickness, death, resignation, or mutually agreed-upon termination of employment of any named individual.</p>	<p>Up to a maximum of \$3,000 per occurrence shall be assessed for each key staff person proposed who is changed without proper notice and approved by PRMP for reasons other than legally required leave of absence, sickness, death, or termination of employment.</p>
5.	Key Staff Replacement	<p>The vendor will replace key staff in a timely fashion. Replacement of key staff will take place within thirty (30) calendar days of removal unless a longer period is approved by PRMP's authorized representative.</p>	<p>PRMP shall assess up to \$200 per business day for each business day after the initial thirty (30) calendar days allowed in which an acceptable replacement for that key staff position is not provided.</p>
6.	Meeting Agendas	<p>The vendor will prepare agendas and distribute each agenda and any documents to be addressed at the meeting at least one (1) Business Days before the meeting, unless waived by PRMP. All agendas will include, but not be limited to:</p> <ul style="list-style-type: none"> • Name of the meeting. • Date of the meeting. • Time of meeting. • Location of the meeting. • Phone number when there is need for an in-conference line. 	<p>PRMP shall assess up to \$100 per calendar day for each day an acceptable meeting agenda is not timely received.</p>

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<ul style="list-style-type: none"> • Passcode if needed for participants to access the in-conference line. • Names and roles of the attendees. • Name and role of the meeting facilitator. • Desired outcomes of the meeting. • Agenda topics and details. • Start and end times of specific agenda items. • Meeting notes section. • Resource section, such as a team SharePoint site, shared folder, website references, or other materials reviewed during the meeting. 	
7.	Meeting Minutes	The vendor will publish meeting minutes it attends no later than two (2) Business Days after the meeting, unless waived by PRMP. Meeting minutes will include the required information as detailed in this RFP's Deliverables Dictionary.	PRMP shall assess up to \$100 per calendar day for each day acceptable meeting minutes are not timely received.
8.	Monthly PRMP Status Reports	<p>The vendor must provide monthly reports identifying the current status of the Talent Resourcing activities.</p> <p>The vendor will produce a Talent Resourcing Status Report that summarizes the status of and forecast for activities including executive summaries for presentation to the PRMP. Components of this report include:</p>	PRMP shall assess up to \$200 per calendar day for each day an acceptable weekly report is not timely received. If the report is received on time but the information reported is inaccurate or incomplete, PRMP shall assess up to \$200 per day until an acceptable report is received.

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		<ul style="list-style-type: none"> • A monthly report of temporary staff use. The report shall include, but not limited to: <ul style="list-style-type: none"> -Placement count, hours and grand total dollar amount. -Department or office to which temporary personnel are assigned. -Job title. -Number of temporary staff provided. -Number of turnovers. • SLAs Reports This report documents the vendor's compliance with SLAs and the specific RFP's requirements. <ul style="list-style-type: none"> • SLA number, name, and description. • Cost associated with non-compliance of each SLA. • Total cost deducted from the monthly invoice due to SLA non-compliance. • Evidence of vendor's compliance with SLAs. 	
9.	Temporary employee's replacement	Temporary employees should be available for the entire length of the assignment. Every attempt must be made to minimize staffing gaps. As a minimum, a replacement employee must be made	PRMP shall assess up to \$50 per calendar day for each day an employee gap is not replace, unless there is legitimate cause.

ID	SLA Subject Areas	Performance Standards	Contract Remedies
		available within five (5) business days of employee separation or request by the PRMP for additional employees.	

Appendix 2: Key Staff Qualifications, Experience, and Responsibilities

The tables below detail the roles of vendor specific key staff necessary for successful execution of the services detailed in this RFP. Qualifications and experience, and primary responsibilities for each role must be provided and described by the vendor. The vendor may propose and staff additional roles to complement the key roles identified below. The PRMP will consider alternative arrangements, as long as the time staff are present and devoted is sufficient to meet the responsibilities and performance expectations set forth in this RFP. In instances where the vendor proposes alternative staffing arrangements, please include a description detailing why as well as the approach toward helping to ensure the vendor will meet the responsibilities and performance expectations outlined in this RFP.

The vendor's staff will be expected to participate throughout the contract. The table below indicates the roles anticipated to be actively working on the project during each task group of the project. The PRMP will consider alternative arrangements as long as the time staff are present and devoted is sufficient to meet the operational responsibilities, performance expectations, and system requirements of this RFP.

Table 16: Vendor Key Staff Roles and Responsibilities

Vendor Role	Qualifications	Responsibilities
Country Manager	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Lead Staffing Specialist	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Client Account Director	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Talent Acquisition	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •

Vendor Role	Qualifications	Responsibilities
	Certifications. Any other relevant information.	
Talent Recruiting	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Resourcer	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Payroll Officer	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •
Any other proposed key staff	Provide and discuss the qualifications. Include the following information: Studies. Years of experience. Knowledge. Certifications. Any other relevant information.	Provide and discuss responsibilities: <ul style="list-style-type: none"> •

These terms and requirements apply to all key staff included in vendor's responses as well as any proposed key staff replacements after award of the contract.

Appendix 3: Terms for Filing a Review 3 L.P.R.A Section 9672

Any of the vendors that submitted a responsive proposal to **2023-PRMP-TR-002** will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9672, the vendor must fill out and submit this form within 20 days of the Notice of Award as established in **1.3: RFP Timeline**. If the form is not received in the period established in **1.3: RFP Timeline**, then the application for review will not be considered. This form must be **hand delivered** in person or by courier to the following address:

Puerto Rico Department of Health
Legal Office
Centro Médico Edificio A
Antiguo Hospital de Psiquiatría
San Juan PR 00936

This form, and any packaging that it is transmitted in, must clearly state on the outside of the package:

Application for Review for: RFP number **2023-PRMP-TR-002**

Vendor's Legal Name

I _____ representing _____ company

hereby submit an application for review of 2023-PRMP-TR-002 to _____(awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

Appendix 4: Disclosure of Lobbying Activities (Vendor Only)

The vendor shall also disclose if any corporation was, or has been, hired to perform lobbying activities or notify if any partner or employees of the corporation are engaged in this type of activity.

This disclosure must be delivered via a written certification by the legal representative of the vendor. If there were no lobbying activities, then a negative certification must be sent as part of the process.

Failure to disclose this information **will result in disqualification from the process.**

Appendix 5: Proforma Contract Draft

The following details a draft of the contract that the awarded vendor will be required to sign. The finalized version of the contract might change and will be provided prior to contract execution.

**COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF HEALTH
SAN JUAN, PUERTO RICO**

**PROFESSIONAL SERVICES CONTRACT FOR THE PUERTO RICO MEDICAID PROGRAM
FOR THE PROVISION OF MEDICAID TALENT RESOURCING SERVICES**

APPEARING

FOR THE FIRST PARTY: The Puerto Rico Department of Health, herein represented by the Secretary of Health, **CARLOS MELLADO LÓPEZ, MD**, of legal age, married, a medical doctor and resident of San Juan, Puerto Rico, or by the Undersecretary of Health, **FÉLIX RODRÍGUEZ SCHMIDT, MD**, of legal age, married, a medical doctor and resident of Caguas, Puerto Rico, or by Chief Executive Administrator Officer, **ESDRAS VÉLEZ RODRÍGUEZ, ESQ.**, of legal age, married, attorney and resident of Guaynabo, Puerto Rico who may appear in representation of the Secretary of Health and are duly authorized to sign this Agreement by delegation made on March 16, 2021 by the Secretary of Health, in accordance with Act No. 81 of March 14, 1912, henceforth referred to as the **FIRST PARTY**

FOR THE SECOND PARTY: _____ duly organized under the laws of the Commonwealth of Puerto Rico, represented in this act by its Legal Representative, _____, of legal age, single and resident _____ and duly authorized to execute this contract, hereinafter denominated as the **SECOND PARTY**.

NOW THEREFORE, pursuant to Act 81 of March 14, 1912, as amended, Circular Letter Number 07-93, issued on March 8, 1993, and the Administrative Bulletin No. OE-1991-24 issued on June 18, 1991 as amended by Administrative Bulletin No. OE-1992-52 issued on August 28, 1992, **BOTH PARTIES** agree as follows:

WITNESSETH

WHEREAS, the **FIRST PARTY** has the authority to engage professional, technical and consulting services that are necessary and convenient to advance, promote and benefit its activities, programs and operations;

WHEREAS, BOTH PARTIES agreed to this contract under the following:

CLAUSES AND CONDITIONS

1. SERVICES:

PRMP has approximately 150 employees under a Talent Resourcing Company.

The **SECOND PARTY** will provide the following:

These employees will be hired by the winning vendor to continue doing their labors. Also, the talent resourcing vendor will support PRMP by providing at a minimum the following services:

- Creating job descriptions.
- Pre-screening of candidates.
- Hiring temporary employees.
- Select and provide employees to PRMP that are qualified for the positions.
- Administration and payroll of the employees.
- Paying all applicable taxes, workers compensations, benefits.

2. INTERAGENCY SERVICES: BOTH PARTIES acknowledge and agree that the contracted services can be rendered to any entity part of the Executive Branch, with which the **FIRST PARTY** has entered into an interagency agreement or by direct order of the Governor’s Chief of Staff. Said services will be rendered under the same terms and conditions as agreed upon in this Contract.

3. TIMETABLE AND WORK SITE AND ASSIGNED STAFF: The **SECOND PARTY** will work for the **FIRST PARTY** on a flexible schedule in its own facilities or those of the **FIRST PARTY** and complete the enhancements according to the terms stipulated in the proposal. Any change will be notified to the **FIRST PARTY**.

Within fifteen (15) calendar days after the execution of this contract, the **SECOND PARTY** will deliver to the **FIRST PARTY** a Staff Roster. The Staff Roster will disclose all staff assigned to work under the contract and it will contain at a minimum the following:

Full Name	Contact Information	Physical Location	US Citizen (Y/N)	Allocation Percentage (%)	Role & Responsibilities	Expertise

The **SECOND PARTY** must keep the Staff Roster updated and will deliver an updated copy to the **FIRST PARTY** within seven (7) calendar days of each change.

4. COMPENSATION: The **FIRST PARTY** shall be obligated to pay the **SECOND PARTY** up to a maximum of _____

Invoices will be submitted to the **FIRST PARTY** on a monthly basis, within the first ten (10) days following the period invoiced. The invoices will be detailed according to the services provided, as defined in the **FIRST CLAUSE** of this agreement.

The **FIRST PARTY** will not honor invoices submitted ninety days (90) or more after the services were rendered. The **SECOND PARTY** accepts and agrees to comply with this requirement and understands that if the invoices are not submitted on a timely manner it waives the right to get paid for services rendered.

BOTH PARTIES agree that the payment established in this agreement shall entail the discount of one point five percent (1.5%) to the General Fund of the State Treasury, pursuant to Article 1 of Act No. 48 of June 30, 2013, Law which establishes a special contribution on government contracts.

Invoices must include a written certification stating that no officer or employee of the **FIRST PARTY**, its subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

“We certify under penalty of nullity that no public employee of the Department of Health will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Department of Health. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received.”

The **FIRST PARTY** shall verify the invoices within twenty (20) working days of the receiving date of the invoice and, if they comply with the requirements set forth in this Agreement, it will process the payment to the **SECOND PARTY** within thirty (30) days of the approval of the invoice. The **FIRST PARTY** will promptly notify the **SECOND PARTY** any questions regarding invoices so that the **SECOND PARTY** can receive timely payment. Any edits or resubmittal of invoices requested by the **FIRST PARTY** shall restart the clock for time for submittal. The procedure for acceptance of deliverables is defined in the **FIFTH CLAUSE**, from which invoices must include, as attachments, all receipts of accepted final deliverables as proof of acceptance.

5. RESOURCES TO PAY FOR THE SERVICES: The services provided under this contract will be paid from _____, account number: _____

6. INDEPENDENT CONTRACTOR: **BOTH PARTIES** freely and voluntarily agree that under the terms of this agreement, no employer/employee relationship will be established and that the **SECOND PARTY** will act and render services as an independent contractor and further convene

not to claim the **FIRST PARTY** for vacation or sick leave, retirement benefits, Christmas bonus, or for professional responsibility insurance policy. Nevertheless, the **FIRST PARTY** will make all discounts and allocations for Federal Social Security required by the Federal Internal Revenue Service Office, but **BOTH PARTIES** accept and acknowledge that with these discounts and allocations, no employer/employee relationship is established between the parties.

The **FIRST PARTY** may withhold from payment due to the **SECOND PARTY** for services rendered up to the 10% provided by act no. 257 of the year 2018 to amend section 1062.3 of the Internal Revenue Code (2011), as amended, in accordance with the regulations approved by the Secretary of the Treasury. In the case of partial relief provided in section (g) of section 1062.03 of the Code, the amendments introduced by act 257-2018 establish that the applicable retention shall be 6%.

The **SECOND PARTY** is obligated, as a necessary stipulation for this agreement, to submit the certifications, releases and documents that corroborate his/her tax status, as required by the **FIRST PARTY** or its authorized representative.

The **SECOND PARTY** is responsible for submitting his tax declaration and paying the corresponding taxes to the Bureau of Income Tax of the Puerto Rico Department of the Treasury, for any taxable amounts resulting from any income accrued under this agreement. The **FIRST PARTY** shall notify the Bureau of Income Tax of any payments and reimbursements made to the **SECOND PARTY**.

7. REPORTS: The **SECOND PARTY** must submit all reports requested by the **FIRST PARTY** or its authorized representative concerning the services pledged and provided under the terms of this contract.

8. The **SECOND PARTY** is bound by the Administrative Policies established by the **FIRST PARTY** and it cannot change or act against said policies, without prior approval and permission from the **FIRST PARTY**.

9. NEGLIGENCE OR ABANDONMENT: The **FIRST PARTY** reserves the right to terminate this contract without prior notice or approval, in any case the **FIRST PARTY** deems that the **SECOND PARTY** has acted negligently and/or abandoned its duties and/or obligations under this contract. The **SECOND PARTY'S** negligence and abandonment would be considered just cause for the termination of this contract without being subject to this contract's **RESOLUTION CLAUSE**, and the **SECOND PARTY'S** actions or omissions will relieve the **FIRST PARTY** from any obligation to the **SECOND PARTY** or any other party affected by the **SECOND PARTY'S** actions. The **SECOND PARTY** will finish all pending matters and jobs at the time of the contract termination without the **FIRST PARTY** incurring in any responsibility to pay for any additional amounts concerning pending matters or jobs.

10. DISCRIMINATION IN RENDERING OF SERVICES: The **SECOND PARTY** pledges to abstain from discriminatory practices in the provision of the services, for reasons of a political or

religious nature, race, social status, sex, age, nationality, as well as physical or mental limitations or for sexual orientation or gender identity.

11. INTELLECTUAL PROPERTY: BOTH PARTIES agree that any work, report and/or product resulting from the services provided by the **SECOND PARTY**, including but not limited to studies, research, consultations, or any other shape or form that they may take, will always be the personal and intellectual property of the **FIRST PARTY**. The **FIRST PARTY** will not be obligated to pay any monetary amount in addition to the payment specified in the **FOURTH CLAUSE** of this contract nor it would be in any obligation to the **SECOND PARTY** as a result of any intellectual rights, services and work performed including, but not limited to studies, research, consultations, or any other shape or form that they may take. The **FIRST PARTY** is also authorized and has the full right to give the aforementioned work product the official use it deems necessary.

The **SECOND PARTY** may not use work, reports and/or products resulting from services rendered in this contract for any other purposes other than the ones stated in this contract or authorized by the **FIRST PARTY**.

12. VALIDITY AND DURATION: This Contract will remain in effect upon **BOTH PARTIES signatures until XXXX** and may be renewed for an additional period of time with prior written amendment duly signed by **BOTH PARTIES** and subject to the confirmation of available funds.

13. RESOLUTION AND TERMINATION:

General Terms

This contract may be resolved prior to its termination date by any of the **PARTIES**, through written notification to the **OTHER PARTY**, with thirty (30) days previous notice from the date of the intended resolution, with no additional obligations from either **PARTY** (other than any payment obligations of the **FIRST PARTY** for any completed Deliverables by the **SECOND PARTY** and in the case of a termination by the **FIRST PARTY** hereunder, reimbursement of any wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY**, as described in **Appendix A**.

In the event that the **FIRST PARTY** determines that the **SECOND PARTY** has failed to comply with the conditions of this contract in a timely manner or is in breach of this contract, the **FIRST PARTY** has the right to suspend or terminate the Services and/or Deliverables set forth under this contract and/or in the applicable Statement of Work, in part or in whole, or at its sole discretion, the **FIRST PARTY** may require the **SECOND PARTY** to take corrective action. The **FIRST PARTY** shall notify the **SECOND PARTY**, in either instance, in writing by giving thirty (30) calendar days written notice. In case corrective action has been required and is not taken within thirty (30) calendar days, or if such corrective action is deemed by the **FIRST PARTY** to be insufficient, the Services and/or Deliverables set forth under this contract and/or in the applicable Statement of Work may be terminated in part or in whole.

The insufficiency of funds shall be just cause for the immediate termination or modification of the Compensation Clause of this contract. In the case of a modification of the Compensation Clause, the Services to be provided by the **SECOND PARTY** will be adjusted accordingly. However, in the case of an immediate termination for insufficiency of funds, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

An infraction or failure to comply with the following conditions by the **SECOND PARTY** shall construe just cause for the termination of this contract by the **FIRST PARTY**, and the **FIRST PARTY** shall not be liable for any obligations or responsibilities under this contract other than any payment obligations of the **FIRST PARTY** for any completed Services and/or Deliverables by the **SECOND PARTY**:

1. The infringement or infringements by the **SECOND PARTY** of Act No. 1 of January 3, 2012, as amended, known as the "Puerto Rico Government Ethics Act", as amended.
2. The **SECOND PARTY'S** uncured material breach of its responsibilities, or the abandonment of its material responsibilities as set forth in **CLAUSE ELEVENTH: MATERIAL BREACH OF OBLIGATIONS OR ABANDONNEMENT**.
3. The non-compliance by the **SECOND PARTY** of the regulations and procedures established by the **FIRST PARTY** communicated in writing and with reasonable advance notice to the **SECOND PARTY**.
4. The conviction or the determination of probable cause against the **SECOND PARTY** for the commission of a crime or offense against the public treasury or government administration or that involves public funds or properties, be it in the federal or state levels.
5. If the **SECOND PARTY** incurs and acts as described in **CLAUSE TWENTY THIRD** of this contract.
6. If the **SECOND PARTY** is accused, administratively or criminally, or convicted, of the fraudulent acquisition of any credentials.
7. If the **SECOND PARTY** loses its professional license or does not maintain its professional license up to date.
8. Cancellation of the professional liability policy of the **SECOND PARTY**, described in **CLAUSE TWENTY NINTH** of this contract.
9. If the **SECOND PARTY** violates HIPAA requirements as defined in **CLAUSE THIRTEENTH** of this contract.
10. The Secretary of the Interior shall have the power to terminate this contract at any time.
11. The breach of any of the established policies by the Financial Oversight and Management Board related to contractual relations with the Government of Puerto Rico and its instrumentalities, applicable to the **SECOND PARTY**. (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021).
12. The breach with the provisions of Executive Order OE2021-029 of April 27, 2021 or any subsequent amendment to it when applicable

Furthermore, the Governor's Chief of Staff will have the power to terminate this contract at any moment during its term. However, in the case of an immediate termination, reimbursement of wind-down costs (such costs are subject to the **FIRST PARTY'S** approval) incurred by the **SECOND PARTY** as detailed in **Appendix A** shall be payable.

It is expressly agreed upon, that the **SECOND PARTY** shall complete any work pending at the time of resolution without the **FIRST PARTY** being obligated to pay or additionally compensate the **SECOND PARTY** beyond amounts due for the Deliverables received and accepted by the **FIRST PARTY**.

Termination Assistance

Within six (6) months of the end of the final term of this Contract, or upon notice of termination of the Contract, whichever is shorter, and without respect to either the cause or time of such termination, the **SECOND PARTY** will take all necessary measures to facilitate an uninterrupted transition to a successor, to the extent required by the **FIRST PARTY** based on the Transition Services detailed in Section C. The **SECOND PARTY** will, at any time during the six (6) months preceding contract termination, provide such information about the System under this maintenance and operations contract as will be required by the **FIRST PARTY** and/or the successor for purposes of planning the transition. In addition, the **SECOND PARTY** will within seven (7) calendar days provide historical records to the **FIRST PARTY** in a form acceptable to the **FIRST PARTY** for the preceding years during which the **SECOND PARTY** was under contract with the **FIRST PARTY**, and any other information necessary for a seamless transition.

The **SECOND PARTY** agrees, after receipt of a notice of termination, and except as otherwise directed by the **FIRST PARTY**, that the **SECOND PARTY** will:

Stop work under the Contract on the date, and to the extent, specified in the notice.

Within seven (7) calendar days deliver copies of all subcontracts and all third-party contracts executed in connection with the performance of the Services.

Within seven (7) calendar days, provide the list of services provided by subcontractors in connection with the performance of the Service including the names of the subcontractors.

Place no further orders or subcontracts for Services, except as may be necessary for completion of such portion of the work under the Contract that is not terminated as specified in writing by the **FIRST PARTY**.

Assign, to the extent applicable or as the **FIRST PARTY** may require, all subcontracts and all third-party contracts executed in connection with the performance of the Services to the **FIRST PARTY** and/or a successor provider. Should any subcontractor or third-party require an assignment fee, the **FIRST PARTY** agrees to pay such fee to the subcontractor or third-party

Perform, as the **FIRST PARTY** may require, such knowledge transfer and other services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the services to the successor.

Take such action as may be necessary, or as the **FIRST PARTY** may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the **SECOND PARTY** and in which the **FIRST PARTY** has or may acquire an interest, and to transfer that property to the **FIRST PARTY** or a successor.

Cooperate with the successor **SECOND PARTY**, other contractors, and the **FIRST PARTY** in the planning and transfer of information.

The **SECOND PARTY** acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the **FIRST PARTY** with the foregoing assistance, the **FIRST PARTY** might be immediately and irreparably harmed and monetary compensation might not be measurable or adequate. In such circumstances, the **FIRST PARTY** shall be entitled to obtain such injunctive, declaratory, or other equitable relief as the **FIRST PARTY** deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond, and the **SECOND PARTY** waives any right it may have to allege or plead or prove that the **FIRST PARTY** is not entitled to injunctive, declaratory, or other equitable relief. If the court should find that the **SECOND PARTY** has breached (or attempted or threatened to breach) any such obligations, the **SECOND PARTY** agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, the **SECOND PARTY** will not oppose the entry of an order compelling its performance and restraining the **SECOND PARTY** from any further breaches (or attempted or threatened breaches).

Transition Services

The **SECOND PARTY** shall provide assistance in turning over some or all artifacts, roles and processes to the **FIRST PARTY** and/or to another contractor. This section describes the facets of turnover planning and activities that are to start six (6) months preceding contract termination or upon request. Turnover must be smooth, timely, and without adverse impact on Providers, beneficiaries and users. The **SECOND PARTY** shall provide a Turnover Results Report that documents completion and results of each step of the Turnover and Closeout Management Plan.

14. MONETARY INTEREST:

_____ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **SECOND PARTY**, nor any member of their family unit has, directly or indirectly, a pecuniary interest in this contract.

_____ The **SECOND PARTY** certifies that to the best of its knowledge, no official or employee of the **DEPARTMENT OF HEALTH** has had during the preceding two (2) years before occupying his current position, any direct or indirect pecuniary interest in this contract.

_____ The **SECOND PARTY** certifies that to the best of its knowledge, there is no family relationship with any of its partners, officials or employees that has decision-making authority or influence or participation in the institutional decision-making process of the **FIRST PARTY**.

_____The **SECOND PARTY** certifies that one or some of its officers, directors or employees have a family relation with an official or employee of the **FIRST PARTY** but the Government Ethics Office issued a waiver. The **SECOND PARTY** is hereby obligated to inform of any family relationship and name and place of work of said officer or employee, as expressly established in the certification. Copy of the certification and waiver are made part of this contract.

The **FIRST PARTY** certifies that, to the best of its knowledge, no employee or official of the **DEPARTMENT OF HEALTH** or any member of their family unit has, directly or indirectly, any pecuniary interest in this agreement and that no official or employee of the Executive Branch of the government of the Commonwealth of Puerto Rico has any interest in the earnings and benefits resulting from this contract.

15. INTERPRETATION: This contract will always be subject to the Laws and Regulations of the Commonwealth of Puerto Rico and will be interpreted accordingly. If any of the clauses, paragraphs, sentences, words or parts of this contract is declared invalid or unconstitutional by a court of law, the remaining provisions, paragraphs, sentences, words or parts of this contract shall continue in effect to ensure the intent of the contracting parties, which may be interpreted in accordance with the applicable provisions of the Civil Code of Puerto Rico and the laws governing the contracting parties with the Commonwealth of Puerto Rico.

16. FORMER GOVERNMENT EMPLOYEES:

_____ The **SECOND PARTY** certifies that to the best of its knowledge none of its partners, officers and/or directors have been public servants.

_____The **SECOND PARTY** certifies that to the best of its knowledge more than two (2) years have passed from the termination of the functions of some of its partner(s) and/or incorporators as a public servant and that he/she has not offered information, intervened, cooperated, assessed in any way or represented directly or indirectly any natural person, legal person or public entity before the agency he/she worked, according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3rd, 2012.

_____ The **SECOND PARTY** certifies that not more than two (2) years have elapsed since the end of duties as public servant of one or more of its partners, officers or directors and/or one or more of its partners, officers or directors continue rendering services as a public servant. Notwithstanding these facts, services rendered were performed under the provisions of the Political Code of 1902, as amended, Article 177 (3 L.P.R.A. §551) which exempts doctors, dentists, pharmacists, dental assistants, nurses, trainees, x-ray technicians and laboratory personnel from this double compensation prohibition for those who have been public servants with any of Commonwealth of Puerto Rico's instrumentalities or its municipalities.

_____ The **SECOND PARTY** certifies that not more than two (2) years have passed from the termination of the functions of one or some of its officers, directors and/or partners as public servants, nevertheless *ad honorem* services were being rendered according to the provisions of Section 4.6 of the Governmental Ethics Act, Act Number 1 of January 3, 2012.

_____The **SECOND PARTY** certifies that one or some of its officers, director and/or partners have been public servants for the **FIRST PARTY**, and that not more than two (2) years have passed from the termination of their functions.

In the event of exceptional circumstances and at the sole discretion of the Office of Governmental Ethics, it may issue a waiver, if contracting the former public servant within the two (2) year period results in benefit for the public service.

17. CRIMES AGAINST THE PUBLIC TREASURY:

The **SECOND PARTY** certifies that neither it or its shareholders, partners, officials, principal, employees, subsidiaries or its parent company has been convicted or found with probable cause for arrest for any crime against the public treasury, the public faith and duty, nor one that involves public property or funds, whether state or federal.

The **SECOND PARTY** acknowledges its obligation to inform, on a continuous basis and while this contract is on effect, of any circumstance related with the status of an ongoing investigation based on a commission of a crime against the public treasury, the public faith and duty, against government execution or that involves public property or funds, whether state or federal.

The **SECOND PARTY** certifies that ten (10) years prior to the formalization of this contract, it has not been involved in the commission of any crime against the public treasury, the public faith and duty, or one that involves public property or funds, whether state or federal.

18. CONFIDENTIALITY: The **SECOND PARTY** agrees to maintain in strict confidentiality and shall not make public all the **SECOND PARTY'S** disclosed information related to the services to be rendered under this contract.

19. AUDITS: The **SECOND PARTY** agrees to make viable any audits that the **FIRST PARTY** and/or the Office of the Comptroller of Puerto Rico may deem necessary and, accordingly, it must:

1. Maintain available for examination by the **FIRST PARTY** or the Office of the Comptroller of Puerto Rico at all times, all files, documents, books and data pertaining to all matters covered by this contract.

2. Preserve all files and any other document pertaining to this contract for a period of six (6) years after the expiration of this contract. If an audit has been started and it has not been completed at the end of the six (6) years, the files must be preserved until the final results of the audit are issued.

20. NON-TRANSFERABILITY: The services to be provided by the **SECOND PARTY** under this contract shall not be transferable without previous notice and approval of the **FIRST PARTY**. Their delegation to other parties will be just cause for the immediate termination of this contract. The **SECOND PARTY** will be responsible for any direct or indirect damages or detriment which might be caused to the **FIRST PARTY** because of the breach of this clause.

21. INSURANCE POLICIES:

The **SECOND PARTY** will maintain in force during the period of this Agreement the following insurance policies:

1. Commercial General Insurance with limits non less than \$1,000,000.00.
2. Commercial Auto Liability with limits non less than \$500,000.00 and the following forms: Non-Owned Autos, Hired Autos.
3. Professional Liability Insurance with limits non less than \$500,000.00.

The policies must have the following endorsements:

- Naming the **DEPARTMENT OF HEALTH** of Puerto Rico, as an additional insured.
- Including the Hold Harmless Agreement.
- Policies cannot be cancelled or modified without providing thirty (30) days prior written notice to the **DEPARTMENT OF HEALTH**, Office of Insurance and Risks (“Oficina de Seguros y Riesgos”), P. O. Box 70184, San Juan, Puerto Rico 00936-8184.

Copy of all policies will be part of this Agreement’s file.

22. RESPONSIBILITY FOR TORT DAMAGES: The **SECOND PARTY** will be responsible for any damages and injuries caused by the negligent handling or the abandonment of the responsibilities under this contract and will thus exempt the **FIRST PARTY** from any obligation or responsibility from such actions.

23. INCOME TAX CERTIFICATION:

_____The **SECOND PARTY** certifies and warrants that it has fulfilled its income tax obligations and does not have any tax debts with the Commonwealth of Puerto Rico for the past five (5) years prior to the signing of this contract. It further certifies that it has no outstanding debts with the government, such as any income tax debts, excise taxes, real estate or property taxes, including any special liens, license rights, payroll source taxes payment withholdings, interest income, dividend income, annuities income, salaries and any other income for any other concept.

OR

_____The **SECOND PARTY** certifies and warrants that, at the time of executing this contract, it has filed its tax declarations for the five (5) previous years, and that it has adhered to an installment repayment agreement, and that it is complying with its terms and conditions. **Copy of the payment plan or plans shall be included and made part of this contract.**

OR

_____ The **SECOND PARTY** certifies that at the time of entering into this contract, it has NOT submitted its tax declaration for some of the tax periods within the five (5) years prior to this contract, and that it does not owe any taxes to the Commonwealth of Puerto Rico. The **SECOND PARTY** also certifies that it does not owe any taxes, in the form of income taxes, sales taxes, real and personal property taxes, including any special liens, license rights, dividends, rents, salaries and other fees owed for any other reason.

AND

The **SECOND PARTY** shall submit, in original format, a Department of the Treasury's Income Tax Return Filing Certification, Form SC 6088, if pertinent, a Manual Correction to the Income Tax Return Filing Certification (Form SC 2888) and Tax Return Filing Certification (Form SC 6096), and the Center for Municipal Revenue Collection (CRIM) Certification of Property Tax Payment. In the event the **SECOND PARTY** does not own property, and does not pay property taxes, the **SECOND PARTY** shall submit a sworn statement, pursuant to the requirements of terms on Circular Letter 1300-16-16 of the Department of the Treasury, and a Debt Certification for all concepts that are part of this contract.

The **SECOND PARTY** also agrees to submit with its last invoice, Form SC-6096, a Debt Certification issued by the Department of the Treasury. The **SECOND PARTY** accepts and acknowledges that the last payment under this contract shall only be issued if the Debt Certification states that the **SECOND PARTY** owes no debts to the Department of the Treasury. In the event of debt, the **SECOND PARTY** agrees to cancel such debt through withholdings on the payments due to him for services rendered under this contract.

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19th, 2016 from the Commonwealth of Puerto Rico Department of the Treasury, which provides that when the cost of a contract does not exceed the amount of \$16,000.00, the **SECOND PARTY** shall certify that it has fulfilled all of its tax responsibilities or in the case of an existing tax debt, it is currently subscribed to a payment plan which terms and conditions are being met and shall not be required to present to the **FIRST PARTY** any documents required under the aforementioned Circular Letter.

It is expressly accepted that these are essential conditions of this contract, and if the above certification is not accurate in any or all of its parts, this may construe sufficient grounds for the annulment of this contract by the **FIRST PARTY**, and for the **SECOND PARTY** to be liable for the reimbursement of all sums of money paid under this contract.

24. CERTIFICATION OF SALES AND USE TAX - SUT:

_____ The **SECOND PARTY** certifies and warrants that at the time of this contract's execution it has filed its monthly return of the sales and use tax - SUT during the five (5) years prior to this contract and that it does not owe taxes to the Commonwealth of Puerto Rico.

OR

_____ The **SECOND PARTY** certifies and warrants that at the time of this contract's execution it has filed its monthly tax return during the five (5) years prior to this contract and that is subject to a payment plan with the terms and conditions being met. Copy of the Payment Plan or Plans, are part of the file of this contract.

OR

_____ The **SECOND PARTY** certifies that at the time of this contract's execution it is NOT required to file any monthly tax return as a Withholding Agent of the SUT.

OR

_____ The **SECOND PARTY** certifies that it has no obligation to file the monthly or annual tax return on sales and use IVU and/or the monthly or annual import tax return because it is considered a non-withholding agent at the time of signing this contract.

AND

The **SECOND PARTY** shall submit an original of the Department of the Treasury "Certification of Filing of the Return of Sales and Use Tax – SUT" (Form SC 2942), "Certification of Debt of the Sales and Use Tax" (Form SC 2927) in compliance with the requirements stated in Circular Letter 1300-16-16 issued by the Department of the Treasury.

The **SECOND PARTY** also undertakes to submit, with its latest invoice, Model SC-2927, IVU Debt Certification issued by the Department of the Treasury. The **SECOND PARTY** accepts and acknowledges that the last payment to be made under the contract will only be processed if the Debt Certification indicates that the **SECOND PARTY** has no debt with the Department of the Treasury. If there is debt, the **SECOND PARTY** undertakes to cancel it by withholding the payments to which it is entitled to receive for the services that are the object of this contract.

In fulfillment with Section VII, General Provisions, Item F of Circular Letter 1300-16-16 of January 19th, 2016 from the Commonwealth of Puerto Rico Department of the Treasury, which provides that when the cost of a contract does not exceed the amount of \$16,000.00, the **SECOND PARTY** shall certify that it has fulfilled all of its tax responsibilities or in the case of an existing tax debt, it is currently subscribed to a payment plan which terms and conditions are being met and shall not be required to present to the **FIRST PARTY** any documents required under the aforementioned Circular Letter.

It is expressly acknowledged that these are essential conditions to this contract, and if the aforementioned certification is not correct at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to cancel the contract and the **SECOND PARTY** shall have to repay to the **FIRST PARTY** any sum of money received under this contract.

25. CONFLICT OF INTERESTS: The **SECOND PARTY** acknowledges that in the fulfillment of its professional functions it has the duty to be completely loyal to the **FIRST PARTY**, a duty that includes not having any interests that run counter to those of the **FIRST PARTY**. These conflicting interests include the representation of clients who have or might have interests that conflict with those of the **FIRST PARTY**. This duty also includes the unceasing obligation to keep the **FIRST PARTY** fully informed regarding its relationship with its clients and other third parties, and about any interest that might have an influence on the **FIRST PARTY** at the moment of awarding the contract or while the contract is in force.

The **SECOND PARTY** certifies that it is not representing, nor will it represent, while this contract is in force, any private interests in cases or matters involving conflicts of interest, or of public policy, against the **FIRST PARTY**.

The **SECOND PARTY** represents conflicting interests when, in order to benefit a client, it has the duty to promote or advance something which, in fact, it should oppose in the fulfillment of its duty toward another previous, present or potential client. It also represents conflicting interests when its behavior is so described in the ethical standards that are generally accepted in its profession, or in the laws and regulations of the Commonwealth of Puerto Rico.

In the matter of contracts with societies and companies, the fact that one of its managers, associates or employees incurs in the conduct described here will constitute an infringement of the ethical clause. The **SECOND PARTY** will avoid even the impression that a conflict of interest exists.

The **SECOND PARTY** acknowledges the investigatory and supervisory powers of the **FIRST PARTY'S** head concerning the restrictions included here. If the **FIRST PARTY'S** head concludes that interests that run counter to those of the **FIRST PARTY** are present or taking shape he will send a written report to the **SECOND PARTY**, detailing his or her findings and expressing his intention to annul the contract within a period of thirty (30) days. Within that time span the **SECOND PARTY** may request a meeting with the **FIRST PARTY'S** head, in order to present its points of view regarding the determination of conflict of interest; the request will always be granted. If there is no request of a meeting within those thirty (30) days, or in case no agreement is reached in the meeting, this contract will be declared null and void.

26. CERTIFICATION BY THE CHILD SUPPORT ADMINISTRATION: The **SECOND PARTY** shall submit to the **FIRST PARTY** a certification of compliance issued by the Child Support Administration ("ASUME", for its acronym in Spanish).

This certification is issued to legal entities (companies, corporations, LLCs) to verify compliance with any orders issued to them as employers for salary retention for payment of child support obligations of its employees.

27. COMPLIANCE WITH ACT NUMBER 168 OF AUGUST 12, 2000:

When applicable and for the duration of this contract, the **SECOND PARTY** will maintain the **FIRST PARTY** informed of any change in its status related to its obligations, if any, in compliance with the provisions of Act No. 168 of August 12, 2000, as amended, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the Child Support Enforcement Administration ("ASUME", for its acronym in Spanish), the breach of this clause shall result in immediate termination of this contract.

It is expressly acknowledged that the aforementioned certification is an essential condition to this contract, and if it is not accurate at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to terminate the contract and the **SECOND PARTY** shall have to refund to the **FIRST PARTY** any sum of money received under this contract.

_____ The **SECOND PARTY** certifies and warrants that it is not required to comply with the provisions of Act No. 168 of August 12, 2000, known as the "Act for the Enhancement to the Support of the Elderly in Puerto Rico", by which the Program for the Support of the Elderly is established and ascribed to the ASUME, the breach of this clause shall result in immediate termination of this contract.

It is expressly acknowledged that the aforementioned certification is an essential condition of this contract, and if it is not accurate at all, or in part, it shall be sufficient cause for the **FIRST PARTY** to terminate the contract and the **SECOND PARTY** shall have to refund to the **FIRST PARTY** any sum of money received under this contract.

28. CERTIFICATION REGARDING DEPARTMENT OF LABOR AND HUMAN RESOURCES

MATTERS: The **SECOND PARTY** certifies and warrants that at the moment of executing this contract it has paid:

_____ Unemployment Insurance

_____ Temporary Disability

_____ Chauffeur's Insurance

It is hereby acknowledged that this is an essential condition for the execution of the contract, and if the previous certification is not correct, in all or in part, shall be sufficient cause for the contracting party to set aside this contract and the **SECOND PARTY** having to reimburse to the **FIRST PARTY** all sums of money received under this contract.

29. ANTI-CORRUPTION CODE FOR THE NEW PUERTO RICO: The **SECOND PARTY** certifies knowing and complying with the ethical provisions established in Act Number 2 of January 4, 2018, known as the "Anti-Corruption Code for the New Puerto Rico".

30. COMPLIANCE WITH THE FEDERAL HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

A. The federal law, Health Insurance Portability and Accountability Act of 1996 (known by its acronym, "HIPAA") and its Privacy and Security Rule require that any entity that is covered by this statute trains its employees and establish policies and procedures related to provisions as to privacy, confidentiality and information security requirements regarding patient health information, whether that information is created, stored, managed, accessed or transmitted either on paper or by electronic means.

B. HIPAA defines 'labor force' as those regular employees, independent contractors, transitory employees, volunteers, students, interns and any person who works in the area assigned by the **FIRST PARTY**, whether or not that person is compensated for work performed.

C. The **SECOND PARTY** is part of that labor force and as such, is subject to complying with the policies and procedures established by the **FIRST PARTY** relative to HIPAA compliance and its accompanying regulations. As such, the **SECOND PARTY** shall:

i. Be trained on said law, its Privacy Rule, Codes Transactions and Identifiers and its Security Rule regarding protected health information that is accessed, created, maintained or transmitted through electronic means (ePHI).

ii. Learn about and comply with the requirements established in the **FIRST PARTY'S** Policies and Procedures Regarding Privacy and Security Practices.

iii. Immediately report to the **FIRST PARTY**, in writing, any Protected Health Information (PHI) use and/or disclosure which do not comply with the terms of this contract as detailed in 45 C.F.R. § 164.504(e)(2)(ii)(C).

iv. The **SECOND PARTY** shall ensure that any agent(s) or subcontractor(s) agree, in writing, to the same conditions and restrictions that apply to the **SECOND PARTY** regarding the privacy of said information as detailed in 45 C.F.R. § 164.502 (e)(1)(ii), § 164.504(b)(2) and §164.504(e)(2)(ii)(D).

v. If the **SECOND PARTY** has to disclose PHI to third parties, in order to comply with the terms and conditions of this contract as well as its duties and responsibilities, before disclosing any PHI, the **SECOND PARTY** will obtain assurances from the third party that the information will remain confidential and secure, that it will only be disclosed as required by law and only for the purposes for which it was provided, and that it will immediately notify the **FIRST PARTY** of any known confidentiality violations. 45 C.F.R. §164.504(e)(2)(i), §164.504(e)(2)(i)(B), §164.504(e)(2)(ii)(A) and §164.504(e)(4)(ii).

vi. Comply with the HIPAA requirements that apply to participants regarding their PHI rights as established in 45 C.F.R. §164.524, provide designated record sets to the **FIRST PARTY**

as developed during the course of furnishing health care services as required by 45 C.F.R. § 164.524.

vii. Comply with all the **FIRST PARTY'S** policies regarding the protection of privacy, confidentiality, and security of patient PHI, whether this information is on paper or stored in electronic media. Comply with federal regulations regarding the management and custody of PHI relative to administrative, physical and technical requirements as required by 45 C.F.R. § 164-308, 164.310, 164.312 and 164.316.

D. With regards to shared PHI between the **PARTIES**, the **SECOND PARTY** will be required to maintain the following PHI managing standards:

1. Maintain systems that protect PHI, either through physical or electronic means, from unauthorized access and maintain compliance with the HIPAA electronic security rules, including but not limited to, electronic risk analysis.

2. Previous written request to the **FIRST PARTY**, to allow access to the PHI owner individual to his/her health information, in compliance with the **FIRST PARTY'S** policies that only the minimum necessary information be disclosed with any PHI request.

3. Maintain a registry of shared PHI, with access to the **FIRST PARTY**, as required by 45 C.F.R. § 164.528.

4. Immediately inform the **FIRST PARTY** of any unauthorized use or disclosure as soon as it has knowledge.

5. Require that any sub-contractor or agent follow the restrictions and conditions that are applicable to the **FIRST PARTY** in the management of PHI, including electronic medical information. The **SECOND PARTY** shall, upon request from the **FIRST PARTY**, share the flow-down process undertaken with contractors in the management of PHI.

6. Incorporate any amendment to the individual information that is transmitted by the **FIRST PARTY**.

7. Make available for inspection by Department of Health and Human Services (DHHS) personnel its internal practices, books and records related to the use and disclosure of PHI received from the **FIRST PARTY**.

8. The **SECOND PARTY** shall return to the **FIRST PARTY**, all the PHI that it possesses upon contract termination.

9. The **SECOND PARTY** will be responsible for maintaining the security and integrity of the **FIRST PARTY'S** patients, in particular the information that is shared through mobile electronic devices. Therefore, the **SECOND PARTY** shall be obligated to comply with the following requirements:

a. The management of PHI by electronic means of the **FIRST PARTY'S** patients, the **FIRST PARTY'S** programs, clinics, hospitals and other direct service areas, shall be done through the equipment provided by the **FIRST PARTY**.

b. The management of PHI through other mobile methods is limited to extreme circumstances in which its exchange is necessary to preserve the health and security of the patients and when the communication is between duly authorized health care professionals by the covered entity that is sharing the PHI. In these circumstances, the information to be shared will be identified in such manner that it does not identify the patient receiving health services.

c. In any other case, the exchange, possession and/or use of PHI under the custody of the Department of Health and its employees through the use of electronic means is prohibited, such as:

i. Cell phones

ii. Portable computers (when their use is outside of the **FIRST PARTY'S** premises and/or the device does not have encryption capabilities, acceptable to the **FIRST PARTY**) or any other portable electronic device

iii. Flash drives

iv. Portable discs

v. Any other method of information exchange that is not authorized by the **FIRST PARTY**

E. The **SECOND PARTY** shall be responsible for the requirements listed in subpart C of 45 C.F.R. § 164 relative to compliance with electronic PHI (ePHI). The **SECOND PARTY** shall immediately inform the **FIRST PARTY** as soon as it has knowledge regarding the use or disclosure of any electronic security incident where the PHI of program participants may be compromised as required by 45 C.F.R. § 164.410. Any expense generated because of the violation of PHI or ePHI management requirements shall be the responsibility of the **SECOND PARTY**.

F. The **SECOND PARTY**, at its own expense, shall be responsible for notifying each patient and participant that an electronic security breach has occurred that affects or compromises their PHI, and will proceed to report the incident to the U.S. Department of Health and Human Services Office of Civil Rights in compliance with the Health Information Technology for Economic and Clinical Health Act, and the Genetic Information Nondiscrimination Act, and will report to the **FIRST PARTY** of all activities undertaken to resolve the incident. Additionally, the **SECOND PARTY** shall file a report with the **FIRST PARTY'S** HIPAA Office.

G. If the **SECOND PARTY** does not comply with the standards established under HIPAA and its regulations or the Government of Puerto Rico privacy, confidentiality, and security laws, it will be exposed to sanctions from the Department of Health and Human Services and its contract could be terminated immediately. The **FIRST PARTY** reserves the right to terminate this contract in accordance with the termination clause.

H. The **SECOND PARTY** recognizes that if a violation of federal law has taken place, its regulations, as well as the Government of Puerto Rico law regarding the management of confidential information, it will be responsible for the payment of any fines that may be imposed by the U.S. Department of Health and Human Services.

I. If the **SECOND PARTY'S** personnel who are rendering services under this contract, do not comply with the standards established under the HIPAA and its regulations, the Government of Puerto Rico laws and regulations that protect the privacy, confidentiality, and security of PHI and Privacy, Confidentiality and Security Policies and Procedures, these can be sanctioned and this contract could be terminated immediately.

31. PUBLIC POLICY COMPLIANCE: If the **SECOND PARTY** incurs in any conduct that contravenes with legislation and/or Public Policy for the protection and prohibition of Sexual Harassment, Discrimination of Any Kind, Use and/or Abuse of Controlled Substances, this contract shall be deemed terminated immediately.

32. COMPLIANCE WITH ACT NUMBER 127 OF MAY 31, 2004: **BOTH PARTIES** acknowledge and accept that none of the obligations and stipulations in this contract are enforceable until this contract is dully presented and registered by the Comptroller of the Commonwealth of Puerto Rico as per Act Number 18 of October 30, 1975, as amended, by Act Number 127 of May 31, 2004.

33. LITIGATION: The **SECOND PARTY** certifies that there is no ongoing civil or criminal action against the Puerto Rico Department of Health or any government agency, office or instrumentality at the moment of this contract signing.

34. SMOKE FREE WORKPLACE ENVIRONMENT: The **SECOND PARTY** hereby agrees to comply with the dispositions of Act No. 40 of August 3, 1993, as amended, known as the "Law to Regulate Smoking in Public and Private Places" and with the regulations of the Secretary of Health and the Puerto Rico Police Department number 7304, as amended, which prohibits smoking in their facilities, including external and internal areas, both open and enclosed, among others.

35. SUBCONTRACTING:

The **SECOND PARTY** shall not subcontract with any private entity with the purpose of delegating the essential services object of this contract. The **SECOND PARTY** shall only subcontract for personal services and professional and consulting services with the only purpose to fulfill the essential services object of this contract. Under no circumstance **FIRST PARTY'S** consent to

authorize such subcontracts shall be interpreted that the **FIRST PARTY** would incur in additional obligations as to the total compensation in dollars convened in this contract, or that the **SECOND PARTY** will be relieved of its responsibility for any damages that the subcontracted party would cause.

Any subcontracting the **SECOND PARTY** deem necessary to engage, not included on the allowed types of subcontracting, shall require **FIRST PARTY's** written authorization. Every subcontract shall be subject to all special conditions established on this contract and to any additional condition the **FIRST PARTY** deems necessary for its approval, and to all law and regulations (state and federal) applicable to the contract originated and subscribed by the **FIRST PARTY** and the **SECOND PARTY**.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE:

The **SECOND PARTY** agrees to provide all necessary documentation and to provide the **FIRST PARTY** evidence of having the Data Universal Numbering System (D-U-N-S) number. In addition, the **SECOND PARTY** must be registered and have an active account in the System for Award Management (SAM). After receiving the aforementioned information, the First Party will register the **SECOND PARTY** in the FFATA Sub-award Reporting System (FSRS) in order to comply with the Federal Funding Accountability and Transparency Act (FFATA).

37. OTHER PROVISIONS:

_____The **SECOND PARTY** acknowledges that it renders services under contract for _____ and that the services provided under such contract do not enter in conflict in any way, with the services to be provided under the terms of this contract.

38. ULTRAVIRES: IN ACCORDANCE WITH THE RULES OF LAW AND THE STANDARDS THAT GOVERN THE CONTRACTING OF SERVICES, THE PERSONS APPEARING FOR THIS CONTRACT ACKNOWLEDGE THAT NO SERVICES SHALL BE PROVIDED UNDER THIS CONTRACT UNTIL IT IS SIGNED BY BOTH PARTIES. LIKEWISE, NO SERVICES WILL BE PROVIDED UNDER THIS CONTRACT AFTER THE EXPIRATION DATE, EXCEPT IN THE CASE THAT AT THE EXPIRATION DATE, AN AMENDMENT IS ALREADY IN PLACE SIGNED BY BOTH PARTIES. THE SERVICES PROVIDED IN VIOLATION OF THIS CLAUSE SHALL NOT BE PAID, DUE TO THE FACT THAT ANY OFFICIAL WHO MIGHT REQUEST AND RECEIVE SERVICES FROM THE OTHER PARTY, IN VIOLATION OF THIS PROVISION, WILL BE DOING IT WITHOUT ANY LEGAL AUTHORITY.

CLAUSE 40. CERTIFICATION OF COMPLIANCE WITH ACT NO. 73 OF JULY 19, 2019, AS AMENDED: SINGLE REGISTRY FOR PROFESSIONAL SERVICES PROVIDERS (RUP, FOR ITS SPANISH ACRONYM):

The **SECOND PARTY** will submit to the **FIRST PARTY** the compliance certification (Eligibility Certificate) of the RUP, issued by the General Services Administration (ASG, for its Spanish acronym), under the pertinent category for the services to be provided under this contract.

The **SECOND PARTY** hereby recognizes and accepts that no services shall be rendered nor any payment shall be due under this contract until the **SECOND PARTY** is registered under the RUP and the Eligibility Certificate is submitted to the **FIRST PARTY**.

CLAUSE 41. CERTIFICATION OF COMPLIANCE WITH THE POLICIES ESTABLISHED BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD (FOMB):

The **SECOND PARTY** certifies knowledge of the policies established by the **FOMB** (FOMB POLICY: REVIEW OF CONTRACTS of November 6, 2017, modified on April 30, 2021, available at www.oversightboard.pr.gov/contract-review/), related to contracts, inclusive of any amendments, modifications or extensions, with an aggregate expected value of **\$10,000,000.00** or more, which must be submitted to the **FOMB** for review and approval prior to its execution, subject to the following requirement:

- The information included in Appendix C of the **FOMB** (Contractor Certification Requirement) is complete, accurate and correct. When applicable, the information provided shall include, the name of every principal (individuals and/or entities with full authority to act on behalf of the **SECOND PARTY**) and principal interested party (individuals or entities with a property or membership interest, equal or higher than ten percent (10%)), including **SECOND PARTY'S** subcontractors.

The **SECOND PARTY** also acknowledges that the **FOMB** may select on a random basis or otherwise in its sole discretion, contracts below the **\$10,000,000.00** threshold, to assure that they promote market competition and are not inconsistent with the approved Fiscal Plan, consistent with PROMESA Sections 104(c) and (k) and 204(b)(5).

The **SECOND PARTY** acknowledges and accepts that if any of the information provided to the **FOMB** is not complete, precise and correct, will render this Contract null and void and the **SECOND PARTY** will have the obligation to reimburse immediately to the **FIRST PARTY** any amount, payment or benefit received under this Contract.

CLAUSE 42. TRANSFER OF SKILLS AND TECHNICAL KNOWLEDGE CERTIFICATION: The Certified Fiscal Plan requires that all professional services contracts include the adequate transfer of skills and technical knowledge from the **SECOND PARTY** to the **FIRST PARTY'S** pertinent personnel, to the extent that such contract contemplates recurring professional services that could be performed by appropriately trained **FIRST PARTY'S** staff. To those effects, the **SECOND PARTY** certifies that:

_____ Adequate skills and technical knowledge will be transferred to the pertinent **FIRST PARTY'S** personnel, as stipulated under this Contract.

This contract was presented for registration at the Office of the Comptroller of the Commonwealth of Puerto Rico, today, _____.

CERTIFICATION

I, _____ Attorney for the Legal Division of the Puerto Rico Department of Health, hereby I certify that I have reviewed the contract, it complies with the format and mandatory clauses of rigor.

1.1. Appendix 6: Terms for Filing a Judicial Review 3 L.P.R.A
Section 9672

Any of the respondents that submitted a responsive proposal to 2023-PRMP-TR-002 will have the opportunity to challenge or appeal the award that results from the RFP and evaluation process.

To file an application for review according to 3 L.P.R.A Section 9672, the respondent must fill out and submit this form during the period established in Section 1.3: RFP Schedule of Events. If the form is not received on the period established in Section 1.3: RFP Schedule of Events, then the application for review will not be considered. This form must be **hand delivered** in person or by courier to the following address:

Puerto Rico Department of Health
Legal Office
Centro Médico Edificio A
Antiguo Hospital de Psiquiatría
San Juan PR 00936

This form, and any packaging that it is transmitted in, must clearly state on the outside of the package:

Application for Review for: RFP number 2023-PRMP-TR-002

Respondent's legal Name

I _____ representing _____ company

hereby submit an application for review of 2023-PRMP-TR-002 to _____(awarded entity) due to the following reasons:

Please explain and detail the reasons below:

Representative Signature: _____

Date: _____

1.2. Appendix 7: Acronyms, Abbreviations, and Terms Glossary

This section includes acronyms, abbreviations, and terms used throughout the RFP document and attachments.

Table 17: Acronyms, Abbreviations, and Terms Glossary

Acronym	Term
ASES	Administración de Seguros de Salud
ASG	Puerto Rico General Services Administration
AST	Atlantic Standard Time
BAA	Business Associate Agreement
CAP	Corrective Action Plan
CFR	Code of Federal Regulation
CMS	Centers for Medicare & Medicaid Services
Commonwealth	The Commonwealth of Puerto Rico
CPI	Cost Performance Index
CR	Change Request
CRIM	Center for Municipal Revenue Collection
DDI	Design, Development, and Implementation
DED	Deliverable Expectations Document
FFATA	Federal Funding Accountability and Transparency Act
FFY	Federal Fiscal Year
FOMB	Fiscal Oversight Management Board
FSRS	FFATA Sub-award Reporting System
FTI	Federal Tax Information
Hacienda	Puerto Rico Treasury Department
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health Act
IMS	Integrated Master Schedule
IRS	Internal Revenue Service
ISO	International Organization for Standardization
IEEE	Institute of Electrical and Electronics Engineers

Acronym	Term
IT	Information Technology
IV&V	Independent Verification & Validation
KPI	Key Performance Indicator
MCO	Managed Care Organization
MES	Medicaid Enterprise System, Medicaid Enterprise Solution
MITA	Medicaid Information Technology Architecture
MMA	Medicare Modernization Act
MMIS	Medicaid Management Information System
MOU	Memorandum of Understanding
NAICS	North American Industry Class System
OBC	Outcomes-Based Certification
ORR	Operational Readiness Review
PII	Personally Identifiable Information
PHI	Protected Health Information
PMBOK®	Project Management Body of Knowledge
PMI®	Project Management Institute®
PgMS	Program Management Services
PgMO	Program Management Office
PRDoH	Puerto Rico Department of Health
PRHIA	Puerto Rico Health Insurance Administration Act
PRMES	Puerto Rico Medicaid Enterprise System
PRMMIS	Puerto Rico Medicaid Management Information System
PRMP	Puerto Rico Medicaid Program
QA	Quality Assurance
QC	Quality Control
RACI	Responsible, Accountable, Consulted, Informed
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
RUP	Registro Único de Proveedores de Servicios Profesionales
SAM	System for Award Management
SDLC	Systems Development Life Cycle

Acronym	Term
SI	System(s) Integrator
SLA	Service-Level Agreement
SMA	State Medicaid Agency
SME	Subject Matter Expert
SOW	Scope of Work / Statement of Work
SPI	Schedule Performance Index
SSA	Social Security Administration
SURI	Unified System of Internal Revenue
TR	Talent Resourcing
U.S.	United States of America
WBS	Work Breakdown Structure