REQUEST FOR PROPOSAL OF SPECIALIZED CONSULTANT SERVICES

For RESEA Program Evaluation

September 17, 2021

Puerto Rico Department of Labor and Human Resources

505 Muñoz Rivera Ave. Prudencio Rivera Martínez Bldg. Hato Rey, PR 00918 Email: RFP@trabajo.pr.gov

Submission Deadline: October 8, 2021
REP No. 21-REP-002-DTRH



RFP Cover Sheet

TITLE OF RFP: RESEA Evaluations				RFP No.	21-RFP-002-	DTRH	
Agency:	Puerto Rico De	partment o	f Labor and	Human Reso	ources		
State seeks to purchase: Specialized Consultant Ser		vices	Available	Available to Political Subdivisions? NO		NO	
Number of months or years of the initial term of the contract:		e initial	11 months	Number of extension	of possible ar ns:	nnual	2
Initial Contract term beginning: November		r 15, 2021	Ending:	September	30, 2022		

State Issuing Officer:

Carlos J. Rivera Santiago, Esq., Secretary of the Department of Labor and Human Resources (PRDoLHR)

Submission Delivery Email Address: RFP@trabajo.pr.gov

Mailing Address:

Puerto Rico Department of Labor and Human Resources

505 Ave. Muñoz Rivera

Prudencio Rivera Martínez Bldg.

Hato Rey, PR 00918

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Atlantic Time):
State Posts Notice of RFP on PRDoLHR website	September 16, 2021
State Issues RFP	September 17, 2021

RFP written questions, requests for clarification, and suggested changes from Respondents due:

September 24, 2021

Agency's written response to RFP questions, requests for clarifications and suggested changes due:

October 1, 2021

Proposals Due Date/Due Time:		October 8, 2021	
Anticipated Date to execute contract:		November 15, 2021	
RELEVANT WEBSITES			
Internet website where Addenda to this RFP will be posted:	https://v	vww.trabajo.pr.gov/	
Internet website where contract terms and conditions are posted:			

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Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented, or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, or intellectual property. In no event shall this document be delivered to anyone other than the intended recipient or original sender and violation may be considered a breach of law fully punishable by various domestic and international courts. If you have received this document in error, please respond to the originator of this message or email him/her at the address below and permanently delete and/or shred the original and any copies and any electronic form this document, and any attachments thereto and do not disseminate further.

Thank you for your consideration, Puerto Rico Department of Labor and Human Resources

Please respond to rfpquestions@trabajo.pr.gov with any questions or concerns.

Where no notice is given, all information contained herein is Copyright 2021 Puerto Rico Department of Labor and Human Resources

Section 1: Introduction and Executive Summary

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

"Contract" means the contract(s) entered with the successful Respondent(s) as described in Section 7.

"Contractor" means the successful Respondent to this RFP.

"General Terms and Conditions" means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Respondent" means a vendor submitting a Proposal in response to this RFP.

"Responsible Respondent" means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent's competence and qualifications to provide the goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"RFP" means this Request for Proposals and any attachments, exhibits, schedules, or addenda hereto.

"State" means Puerto Rico, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of

competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondents should review Attachment 3, Request for Confidentiality, for more information if its Proposal contains confidential information.

Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposal as a PDF document sent via Email at RFP@trabajo.pr.gov. It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

Section 2: Administrative Information

This RFP seeks to obtain specialized consultant services for the evaluation of the Puerto Rico Department of Labor and Human Resources RESEA Program. The initial term of the contract is expected to begin on November 15, 2021 and ending on September 30, 2022 with possible annual extensions during a period of three (3) years. The possibility of annual extensions does not obligate the Agency to extend the contract after September 30, 2022.

Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued; Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in this section. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the Agency Contract Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at https://www.trabajo.pr.gov/. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

Procurement Timetable

The dates provided in the procurement Submission Deadlines Section of this RFP are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

Submission Questions and Clarifications

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications, must be in writing and received by the Issuing Officer on or before the date and time listed on the Submission Details section of this RFP. Oral questions will not be

permitted. If the questions or requests for clarifications, pertain to a specific section of the RFP, the Respondent shall reference the page and section number(s). The Agency will send written responses to questions or requests for clarifications received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

Submissions of Proposals

The Agency must receive the Proposal at the Issuing Officer's email address identified on the Submission Delivery Address section of this RFP before the "Proposals Due" date and time listed on the RFP cover sheet. This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline and to verify with the Issuing Officer that the Proposal was received.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. The Agency reserves the right to cancel this RFP in whole or in part, at any time, if such cancellation is determined to be in the best interest of the Agency.

Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- The Respondent fails to deliver the Cost Proposal in a separate PDF document.
- The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- The Respondent's Proposal limits the rights of the Agency.
- The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- The Respondent fails to include Proposal Security, if required.
- The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- The Respondent provides misleading or inaccurate responses.
- The Respondent's Proposal is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal. The Respondent shall disclose any current or past (within the last ten years) business relationships which may pose a conflict of interest. If the Respondent fails the Agency's requirement of no conflict of interest, it shall be deemed unacceptable and unresponsive and shall be disqualified without further evaluation.

Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to

comply with requests for additional information may result in rejection of the Proposal.

Disposition of Proposals

All Proposals become the property of the Agency and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment.

Public Records and Requests for Confidential Treatment

Respondents are encouraged to familiarize themselves with the State's laws before submitting a Proposal. By responding to this RFP, the Respondent acknowledges and agrees the Agency will not be responsible or liable in any way for any losses the Respondent may experience from disclosure of information or material to third parties. The Agency will copy and produce public records upon request and will treat all information submitted by a Respondent as non-confidential records unless the Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under PRDOLHR or other applicable law.

Request for Confidentiality Form

The Request for Confidentiality Form must be completed and included with Respondent's proposal. Completion and submittal of this form is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed form will result in the proposal being considered non-responsive and eliminated from evaluation.

Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of this RFP. The Agency will not necessarily award a Contract resulting from this RFP to the

Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

Award Notice and Acceptance Period

Negotiation and execution of the Contract shall be completed no later than thirty (30) days from the date of the Notice of Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the Commonwealth of Puerto Rico. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. All litigation or actions commenced in connection with this RFP shall belong tin the appropriate Puerto Rico forum in accordance with **Article 3.19** of **Act No. 38** of **June 30, 2017**.

Restrictions on Gifts and Activities

The Anticorruption Code for a New Puerto Rico, P.L. 2 of January 4, 2018, restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this law to their activities and to comply with its requirements. In addition, pursuant to **Article 3.7 of P.L. 2 of January 4, 2018** it is a felony offense to bribe or attempt to bribe a public official.

SECTION 3: FORM AND CONTENT OF PROPOSALS

Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

1. The Proposal shall be typewritten on 8.5" x 11" paper and sent via email. The 11 x 17 pages are allowed just for schematics, maps, organizational charts, drawings, tables, and schedules. Narrative text cannot be included on such 11 x 17 pages, by doing so, the proposal may be disregarded by the Agency. Each 11 x 17 page will be counted as a single page. The documentation should be single-spaced. All pages of the Proposal must be numbered consecutively, within each section of the Proposal. All required forms must be individually numbered, including any 11 x 17 pages, and must conform to the identified page limitation. ● The proposal must be written using the "Arial" font (not Arial Narrow), 12-point, including diagrams, organizational charts, and other such graphics. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate PDF document. The PDF documents shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The PDF documents shall be sent via email with the following information:

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Purchasing Agent: Puerto Rico Department of Labor and Human Resources

- 2. The Agency shall not be responsible for misdirected emails or premature opening of Proposals if a Proposal is not properly labeled.
- 3. One (1) original Technical Proposal shall be timely submitted to the Issuing Officer's email address as a PDF document. One (1) original Cost Proposal shall be submitted in a separate PDF document.

Technical Proposal Contents

Original Technical Proposal (PDF)
Public Copy (if submitted) (PDF)

Cost Proposal Contents

Original Cost Proposal (PDF)

- 4. If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 5. Proposals shall not contain promotional or display materials.
- 6. Attachments shall be referenced in the Proposal.

7. If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3 will be considered in the evaluation and scoring of the Technical Proposals:

Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

Table of Contents

The Respondent shall include a numbered table of contents of its Proposal which includes all the required forms, tables, and supporting documents in the application and also submit the check list of submittals per Attachment #4.

Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all the following information:

- Statements that demonstrate that the Respondent has read, understands, and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Mandatory Specifications and Scored Technical Specifications

The Respondent shall answer whether it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating Section 5 specifications may be considered non- responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Respondent Background Information

The Respondent shall provide the following general background information:

- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- The location(s) including address and telephone numbers of the offices and other facilities

that relate to the Respondent's performance under the terms of this RFP.

- Name, address, and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, address, and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- Name contact information and qualifications of any subcontractors who will be involved
 with this project the Respondent proposes to use and the nature of the goods and/or
 services the subcontractor would perform.

Registration to Do Business in Puerto Rico

The successful Respondent will be required to register to do business in Puerto Rico before payments can be made. Respondent must provide documentary evidence that his business is duly registered within the Puerto Rico Department of State.

Suppliers Electronic Payment Portal

The successful Respondent will be required to register on the Treasury Department Supplier's Electronic Payment Portal. Respondent may access the registration portal through the https://www.hacienda.pr.gov Hacienda website page, by pressing the Virtual Finance section and selecting the option of Electronic Payment of Suppliers. The Respondent can also go directly through the following link: https://arra.hacienda.pr.gov/suplidoresweb/.

For vendor registration documents, go to: https://arra.hacienda.pr.gov/suplidoresweb/. For more information, the Respondent may access Carta Circular Núm. 1300-02-20 | Departamento de Hacienda de Puerto Rico (gobierno.pr).

Provider Sole Registry Certificate

The Respondent must be registered within the General Services Administration Professional Service Provider Sole Registry (RUP, in spanish acronym). The Respondent must present a Certificate of Registry issued by the General Services Administration. The Respondent may find documentation and instructions by visiting https://asg.pr.gov/Boletines%20Informativos/BI%20ASG%202021-03%20%20RUP%20(English).pdf.

Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of goods and/or services sought by the RFP.
- The level of technical experience in providing the types of goods and/or services sought

by the RFP.

- A list of all goods and/or services like those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services like the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Acceptance of Terms and Conditions

By submitting a Proposal, the Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If the Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number of days indicated on the RFP cover sheet following the deadline for submitting Proposals.

Cost Proposal

The Respondent shall provide its Cost Proposal in a PDF document for the proposed goods and/or services. See Attachment #5.

Payment Methods

Respondents shall be registered in the Puerto Rico Department of Treasury Service Providers Registry. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal**.

Section 4: Business Overview & Background

Overview

The successful Respondent shall provide the services to the PRDOLHR in accordance with the requirements as provided in this Scope of Work.

Scope of Work

Program Description

The PRDOLHR is soliciting proposals for the design and implementation of an external evaluation of the Re-Employment Services and Eligibility Assessment (RESEA) program. RESEA is a federal program that has four purposes:

- 1. Reduce UI duration through improved employment outcomes.
- 2. Strengthen UI program integrity.
- 3. Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA).
- 4. Establish RESEA as an entry point to other workforce system partners.

The United States Department of Labor has required each state that participates in the RESEA program to conduct an impact evaluation. Specifically, the evaluation must be designed to provide evidence of a causal relationship between program interventions and two key outcomes: the number of weeks a participant stay on unemployment insurance (UI), and employment two quarters after the start of RESEA services.

This statement of work describes the design for an external impact evaluation of the RESEA program to assess the effect of the entire RESEA program, virtual services, and case management on RESEA claimants. The evaluator is expected to use a randomized control trial design. The evaluator is expected to randomize treatment with RESEA services to UI participants who meet existing eligibility requirements, not adjust eligibility requirements. Describe evaluation design plan with timelines. Describe strategies of how the data will be collected and analyzed. Provide an example of a report that is well written, readable, and appropriate for Clearinghouse of Labor Evaluation and Research (CLEAR). Provide three published evaluation reports that have resulted in moderate or high causal ratings you have successfully completed, include an explanation of the project size, scope, and complexity.

The short-term outcomes targeted by PRDOLHR are that RESEA customers will increase their knowledge of basic job seeking skills and that they will utilize these skills to address any barrier to employment that they are experiencing. Medium- and long-term outcomes targeted by PRDOLHR are that customers will apply the education learned through the RESEA program to make significant progress towards solving, or will solve, a current job seeking challenge.

RESEA Program Background:

The PRDOLHR RESEA program is in all 16 American Job Centers. The program assists individuals receiving unemployment benefits to return to work and reduces the time an individual receives unemployment benefits by providing reemployment services.

PRDOLHR profiles claimants that are unlikely to return to work based on a variety of factors such as education, tenure at last job, wages, plant closing, occupation, number of employees, place of residence and unemployment compensation for ex-service members (UCX). The claimants that are determined to have the highest profiling score will be scheduled for an individual RESEA appointment with a RESEA Staff Representative and are required to participate in the program. If the claimant does not participate in the program or services, their unemployment benefits will be suspended.

The number of customers available to schedule for a RESEA initial meeting each week is around 288 customers. Currently, PRDOLHR schedules all available RESEA for an initial RESEA appointment that a Center can handle (six per day on Tuesdays, Wednesdays, and Thursdays). There would be 288 customers available each week for the sample size. The expected minimum number of available sample sizes each year would therefore be 13,824.

The RESEA customer will report to the local American Job Center (AJC) once they receive the official notice of the RESEA appointment. The RESEA customer is greeted by American Job Center Staff and is assisted with entering background information to complete the basic registration in the database system (PRIS). The RESEA customer is then provided with a presentation (person to person or online) which allows the customer to learn about a variety of partner program services and allows them to find out if they would be potentially eligible to receive additional services from other programs. At this point, the customer is ready for the individual RESEA appointment.

The RESEA Staff Representative greets the customer and then discusses the purpose of the program. The RESEA Staff Representative looks up the customer's unemployment claim and ensures that the customer is aware of maximum unemployment benefit and the remaining benefits. The RESEA Staff Representative highlights the requirements of UI and reviews the unemployment eligibility form provided to the customer prior to the appointment. The RESEA Staff Representative will discuss any able and available issues that may arise. The RESEA Staff Representative review the job search record and will issue a warning if the RESEA customer either has incomplete records or did not bring in job search records.

The initial RESEA appointment then focuses on re-employment services. The RESEA Staff Representative will ask the desired occupation and salary expectations of the customer. Individualized labor market information for the desired occupation is shared and discussed. The RESEA Staff Representative will briefly review the resume and recommend changes and/or the AJC resume workshop. The RESEA Staff Representative will ensure accurate information regarding work history, education, job skills and a professional email are updated in the database system (PRIS) to ensure the RESEA customer's record is updated to give quality job referrals. The RESEA Staff Representative may assist the RESEA customer to set up a Virtual Recruiter profile in the Puerto Rico National Labor Exchange (registration is required) which will send the RESEA customer customized job referrals on a weekly basis. Information regarding

available local community resources is shared with the customer to assist in any barrier preventing them from returning to work.

The RESEA Staff Representative discusses additional reemployment services with the customer. The RESEA Staff Representative registers the customer for American Job Center Orientation. This orientation gives a brief overview of all the services and programs available at the American Job Center. An additional reemployment service is also scheduled. This reemployment service is tailored to the needs of the customer and may include but are not limited to American Job Center reemployment workshops, National Career Readiness Certificate, assessments, business panels or virtual job clubs.

A reemployment plan is developed with the customer and it is explained that non-compliance will result in a denial of unemployment benefits. The customer is enrolled into Wagner-Peyser and the initial appointment is completed. The RESEA Staff Representative will follow up to ensure the RESEA customer attend AJC Orientation and an additional reemployment service. If the customer does not attend the reemployment services, the unemployment insurance benefits will be suspended until the completion of the re-employment services.

If the RESEA customer is still claiming UI benefits 6-20 weeks after completing initial RESEA, an official notice will be sent for the customer to report to SUB RESEA. The SUB RESEA program is completed using virtual services (MS Teams), by telephone, or by having the claimant to report in person to the American lob Center.

The RESEA Staff Representative greets the customer and then discusses the purpose of the program. The RESEA Staff Representative looks up the customer's unemployment claim and ensures that the customer is aware of maximum unemployment benefit and the remaining benefits. The RESEA Staff Representative highlights the requirements of UI and reviews the unemployment eligibility form provided to the customer prior to the appointment. The RESEA Staff Representative will discuss any able and available issues that may arise. The RESEA Staff Representatives review the job search record and will issue a warning if the RESEA customer either has incomplete records or did not bring in job search records.

The RESEA Staff Representative will complete an individualized review of the customer's resume and updating the resume with the recommendations from the review will be included on the customer's reemployment plan.

The RESEA Staff Representative then asks targeted re-employment questions to discover information that may be impacting the customer's job search success. The following questions are asked at each SUB RESEA appointment.

- Are you looking for a job?
- How many interviews and at what companies in the past 4 weeks?
- What is preventing you from securing a job?
- Verify email address and discuss if the customer is checking it regularly.

The RESEA Staff Representative discusses additional re-employment services with the customer and provides three appropriate job referrals to the customer. The RESEA Staff Representative registers the customer for American Job Center Resume or Interviewing workshop if it is discovered the RESEA customer needs additional basic reemployment services. The RESEA Staff Representative will register the customer to meet with a business engagement team member by telephone if it is discovered that the RESEA customer is "job ready". The business engagement team provides a mini mock interview and recommends the RESEA customer to local businesses if appropriate.

A reemployment plan is developed with the customer and it is explained that non-compliance will result in a denial of unemployment benefits. The RESEA Staff Representative will follow up to ensure the RESEA customer attends resume/interviewing or the business engagement appointment. If the customer does not attend the reemployment services, the unemployment insurance benefits will be suspended until the completion of the reemployment services.

RESEA Theories

The PRDOLHR RESEA theory of change holds that unemployed individuals reenter the workforce at a more rapid rate when provided reemployment services and unemployment insurance requirements are enforced. These individuals also engage in more re-employment services, are referred to more partner programs/services, receive more individualized resume assistance and have more able and available issues resolved.

PRDOLHR current RESEA program is currently structured to allow virtual initial RESEA appointments and reemployment services due to COVID-19. Program staff theorize that expanding the method to receive services will increase the participation of initial appointments and re-employment services.

PRDOLHR plans to offer additional individualized RESEA meetings and believes this will assist the customer to update their reemployment plan, gain additional reemployment services, obtain more referrals to partner programs/services and can troubleshoot job seeking issues with their RESEA Staff Representative.

Objectives

The overall objective of this evaluation is to assess the effect of the PRDOLHR RESEA program on individuals receiving unemployment insurance benefits who are required to look for employment. The evaluator will use an experimental research design with a treatment and control group. The evaluation should be designed to answer the following primary research questions:

- 1. Does the whole RESEA program generate more participation in reemployment services, referrals to programs/services and more individualized resume assistance?
- 2. Does the whole RESEA program generate more discoveries of able and available issues?
- 3. Does the whole RESEA program impact employment two quarters after entry into RESEA and duration of UI receipt?

If it is feasible, the evaluator may also consider exploring the following additional research questions. These additional research questions may require a different study design than the design that is required for the primary research questions:

- 4. Does offering virtual services increase the participation rate in RESEA?
- 5. Will claimants volunteer to complete additional virtual services vs. in person services?
- 6. Does having more than one person in a meeting impact employment outcomes and unemployment duration? Does the frequency of these services impact employment outcomes?

Available Data for RESEA Evaluation:

- PRDOLHR uses a database system (PRIS)¹ to record services provided. The SABEN UI System is
 used to report completion of RESEA activities. Also, an electronic case management file is stored
 in SharePoint lists. This data is available to be utilized in a variety of available reports. The reports
 can be narrowed down to specific services, date ranges, individual customers, and a variety of
 additional filters.
- PRDOLHR Unemployment Insurance (UI) administrative quarterly employment records: UI covered employment, state gross earnings, and industry of employment.
- Unemployment claimant database.

Program Authority

PRDOLHR's authority to award this is through funding provided by the US Department of Labor. Funds were awarded to PRDOLHR with the intention that PRDOLHR would allow a maximum of 10% of the award to conduct evaluations. For Fiscal Year 2021, PRDOLHR also has additional funding to conduct evaluations.

Reporting Requirements

Successful applicants will be required to submit reports to document the progress of the project and financial status of the award. Reports include, but are not limited to, monthly evaluation progress reports and expenditures as well as quarterly and annual narrative reports.

Payment Schedule

The executed award agreement will specify conditions for payment and payment schedule.

¹ PRIS System is still under development and at the moment it only keeps track of the last date a service was provided.

Section 5: Detailed Specifications

Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, the Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either "yes" or "no" to each specification in their Proposals. By indicating "yes" a Respondent agrees that it shall comply with that specification throughout the full term of the Contract if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6. Must achieve a minimum of 60 points on the Technical Review to be considered and have their cost proposal evaluated.

EVALUATION CRITERIA: RESEA Evaluator	
Evaluation Project Plan and Approach	Up to 30 points
Evaluations	Up to 30 points
Executive Summary	Up to 10 points
Attachments	Up to 10 points

Scoring of Request for Proposal

Total Possible Score for the Technical Proposal	ts
Total Possible Score for the Cost Proposal	ts

Total Possible Score for Response to RFP (RFP NUMBER) 140 points

These are the evaluation criteria reference charts to help demonstrate the expectations of the evaluation team during their evaluation.

Evaluation Project Plan and Approach: 30 points possible

0-14	Coordination with program staff and PRDOLHR is not mentioned or is lacking information of how the evaluator will learn about the PRDOLHR RESEA program. There is no clear indication of how the evaluator will communicate with PRDOLHR or how often.
	There is little description of the oversight and management of the project plan and how data will be analyzed. There is no mention of milestones that will be included in the reporting. Only minimally describes how the evaluation design will be implemented and how the evaluation will be completed.
15-29	Coordination with program staff and PRDOLHR is mentioned but is lacking information of how the evaluator will learn about the PRDOLHR RESEA program. The plan indicates how the evaluator will communicate with PRDOLHR and/or how often.
	There is a description of the oversight and management of the project plan and how data will be analyzed but there is no mention of milestones that will be included in the reporting. Describes how the evaluation design will be implemented and but not how the evaluation will be completed.
30	Coordination with program staff and PRDOLHR is clear and states how often and by what method the evaluator will communicate with PRDOLHR. The plan states specifically how the evaluator will learn about the PRDOLHR RESEA program through program staff interviews and data collection of documents used in the program.
	There is a description of the oversight and management of the project plan and how data will be analyzed and the milestones that will be included in the reporting. Describes how the

Evaluations: 30 points possible

0-14	Plan does not include or is lacking details about how the evaluator will propose an
	evaluation design plan. The plan does not list a timeline and/or is vague on how long the
	evaluation will take from start to finish. The plan lacks major details on analysis. Plan does
	not include a readable report appropriate for Clearinghouse for Labor Evaluation and
	Research (CLEAR).

evaluation design will be implemented and how the evaluation will be completed.

15-29	Plan mentions how the evaluator will propose an evaluation design plan but is lacking information in what will be included in the design plan. The plan lists a timeline, but it is not clear how long the evaluation will take from start to finish. The plan mentions analysis but does not specify how the control group will be used. Plan states a well-written, readable report appropriate for Clearinghouse for Labor Evaluation and Research (CLEAR).
30	Plan clearly states how the evaluator will propose an evaluation design plan and clearly lists what will be included in the evaluation plan design such as the type of model, scope of the impact evaluation, description of the type of data, data collection methods, design limitations and a schedule. The plan clearly states an estimated time of the evaluation and how the evaluation of how the activities in the design plan will be implemented. The plan specifically lists the types of possible analyses to answer research questions and how the evaluation will create a control group. Plan states a well-written, readable report appropriate for Clearinghouse for Labor Evaluation and Research. (CLEAR).

Executive Summary: 10 points possible

0-4	No executive summary is included and is missing most of the key information.
5-9	Executive summary is provided but missing a few items of key information. Mentions experience with evaluations but does not indicate or provide examples of published evaluations.
10	Executive summary is included and mentions all details requested. Specifically describes experience with evaluations including examples of published evaluations.

Attachments: 10 Points possible

0-4	No attachments are included or missing a significant portion of the attachments.
5-9	Attachments are included but are vague in the information requested.
10	All requested attachments are uploaded, and they demonstrate a proven track record of successful evaluations.

The external evaluator shall perform the following tasks:

Task 1: Review Program Documents and Interview Program Staff.

The evaluator shall review relevant program documents and conduct interviews with RESEA program staff to gather detailed information about the program's operations and the broader context in which it operates, existing data collection activities and instruments, and potential extant data sources.

Task 2: Develop Impact Evaluation Design Report.

Based on the findings from Task 1, the evaluator will propose a plan for the evaluation that will detail the design of the impact evaluation. The evaluator is expected to use a randomized controlled trial design with a treatment and control group.

The evaluation design plan shall include:

- 1. A conceptual model of how the RESEA program is intended to work, that is, the intended relationships between the program's inputs, activities, outputs, and outcomes, and how the evaluation will help determine if the program is operating as intended.
- 2. A summary of the purpose and scope of the impact evaluation, including a list of evaluation questions and hypotheses.
- 3. A description of the data to be obtained for the impact evaluation.
- 4. A description of the data collection methods, sampling methods, power analysis, and draft questionnaires or data collection instruments.
- 5. A description of how and when randomization of the RESEA treatment will occur.
- 6. A description of the analytical techniques that will be employed.
- 7. A description of the accompanying implementation evaluation.
- 8. A description of any design limitations.
- 9. A description of how the study will meet Clearinghouse for Labor and Evaluation Research (CLEAR) evaluation standards.
- 10. Identification of an Institutional Review Board (IRB) and description of the consent process, if needed; and
- 11. A schedule of task milestones or timeline, and delivery dates for the period of performance

Task 2 Deliverables

- Draft Impact Evaluation Design Report (due four months after project start)
- Final Impact Evaluation Design Report (due five months after project start)

Task 3: Conduct Impact Evaluation.

The evaluator will carry out the evaluation activities as specified in the Impact Evaluation Design Report. The evaluator shall plan for the data collection to span 36 months from initial randomization of study participants to the final collection of employment outcomes data on participants. The evaluator will collect primary data and use the most appropriate and accurate data to conduct the evaluation. They will monitor random assignment and data quality during the period of evaluation. The evaluator will train RESEA team members on the purpose of the evaluation and the need of maintaining treatment and

control assignments.

Task 3 Deliverables

- Periodic quality review of random assignment and data quality (due five months after project start and each quarter after).
- Train RESEA team member of proposed evaluation and assignments of data (due 5 months after project completion).

Task 4: Analyses and Reporting.

The evaluator shall perform appropriate analyses to answer each of the research questions of interest, including any subgroup analyses. The evaluator shall also conduct attrition analysis and analyses to establish the baseline equivalence of treatment and control group members. Where possible, the evaluator should perform statistical modeling that utilizes the services performed and referral data from both program and control groups to determine if outcomes are statistically significant.

The contractor shall provide a well-written, readable report appropriate for review by the Clearinghouse for Labor Evaluation and Research (CLEAR) with the results laid out in the evaluation plan. Additionally, the contractor shall work closely with PRDOLHR RESEA staff to develop a lesson learned report that reflects on the evaluation process and lays out a plan for future research.

Task 4 Deliverables

- Draft Evaluation Report (due six months after conclusion of data collection)
- Final Evaluation Report (due seven months after conclusion of data collection)
- Lessons Learned Report (due eight months after conclusion of data collection)

Task 5: Learning Cohort Events

To begin the project, the evaluator shall attend a kickoff meeting with the PRDOLHR RESEA evaluation manager (EM) to discuss details regarding the tasks outlined in the proposal, study design, scheduling activities, and other issues related to the contract. This meeting shall be via telephone conference call, virtually or in-person and occur no later than 1 week after the contract award. The evaluator shall work with the EM to develop an agenda for the meeting, which is to be finalized at least two days in advance of the meeting.

The evaluator will cooperate with Abt Associates and its partner, the Urban Institute, which are providing evaluation technical assistance. The evaluator will participate in meetings with the EM and provide any requested information.

The evaluator shall meet regularly with the EM via telephone conference call. These meetings shall occur no fewer than once per month. The purpose of the meetings is to brief the EM on the progress of the evaluation and to discuss and resolve any issues as they arise.

Within one-week following each meeting, the evaluator shall prepare and deliver a memo summarizing

the discussion.

Task 5 Deliverables:

- Kick-off meeting (due one week after project start)
- Memo summarizing kick-off meeting (due two weeks after project start)
- Periodic meetings (ongoing)
- Memos summarizing periodic meetings (ongoing)

Task 6: Submit Progress and Expenditure Reports.

The evaluator shall prepare monthly progress and expenditure reports due at the same time as the invoice. The progress reports shall summarize the major activities and accomplishments for the reporting period. In addition, the contractor shall provide information for each project task regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for next month, identify and discuss significant deviations from the substantive and time factors in the management plan, and identify and discuss any decisions which may be needed from PRDOLHR RESEA.

The expenditure reports shall summarize the actual personnel assignments for the month just completed and exhibit the total budget, current expenditures for the time in question, total expenditures, and the balance remaining for each task. The monthly report will also include a review on data quality.

Task 6 Deliverables:

Progress and expenditure reports (ongoing)

Task 7: Submit Data Files and Working Documents.

The evaluator shall deliver all data collected under this contract to PRDOLHR RESEA at the time the evaluator reports the results of the analysis to PRDOLHR RESEA. The PRDOLHR RESEA Data Files shall include all individual level data from the study, including identifiers and contact information in a format specified by the EM (e.g., tab-delimited, ASCII, SPSS). The evaluator shall also provide a codebook explaining each variable and the variable values, and a full description of the formulas and procedures used, weights, and weight calculations for all datasets, and methods used to control for attrition and nonresponse and to adjust for incomplete or missing data. The evaluator will be required to work with PRDOLHR legal team to negotiate any data sharing agreements.

Task 7 Deliverables:

• Working documents and data files (due with final report)

Section 6: Evaluation and Selection Criteria

Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. The Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5. To be deemed a Responsive Proposal, the Proposal must:

- Answer "Yes" to all parts of Section 5 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated, and points awarded as follows:

- 1. The Cost Proposals will be ranked from least to most expensive.
- 2. The least expensive Cost Proposal shall receive the maximum number of points available.
- To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.

4. The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.

Respondent A: \$35,000 = receives 100% of available points on cost.

\$35,000

Respondent B: \$35,000 = receives 78% of available points on cost.

\$45,000

Respondent C: \$35,000 = receives 54% of available points on cost.

\$65,000

Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

Section 7: Terms and Conditions

Insurance Requirements

As part of the Proposal, the Respondent must submit a Bid Bond that should be 5% of the cost of the Proposal. This Bond will comply with General Services Administration Regulation No. 9230.

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

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

The Respondent must obtain and keep in force during the duration of the awarded contract, a Fidelity Bond that indemnifies the Agency against loss arising from a fraudulent or dishonest act, including the unauthorized release of the Agency's data, computer fraud, forgery or alterations, theft, or disappearance, and destruction on the part of the Respondent, its employees, officers, agents, and subcontractors holding positions of fiduciary trust. The Fidelity Bond must be 5% of the cost of the contract. This Bond must be executed by a corporate surety or sureties holding certificates or authority to do business with the State and acceptable to the Agency. If a surety upon a Bond is canceled, reduced, or otherwise amended, the Respondent must immediately notify the Agency and provide a replacement Bond adequate to cover the terms and conditions of this section.

The Respondent must be the principal insured entity and the Agency must be assigned certificate holder as the Bond Oblige. A copy of the Bond must be forwarded to:

Puerto Rico Department of Labor and Human Resources 505 Muñoz Rivera Ave. Prudencio Rivera Martínez Bldg. Hato Rey, PR 00918

The Respondent's failure to provide evidence of the required Fidelity Bond within fifteen (15) business days of the awarded Contract Notification may result in the termination of the awarded contract. If any of the coverage is canceled by the insurer for any reason, the Respondent must immediately notify the Agency of such cancellation and must obtain replacement coverage acceptable to the Agency and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Any failure to comply with the above may result in the termination of the awarded contract.

The Fidelity Bond must not limit any liabilities or any other obligations that the successful Respondent has under the awarded Contract.

Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

By submitting a Proposal, the Respondent acknowledges its acceptance of the terms and conditions of this RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If the Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have, at its own discretion, the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

Contract Termination

The Agency may terminate for breach the awarded Contract by sending a written notification to the successful Respondent. If the Respondent:

- Breaches any of its material duties or obligations under the awarded Contract.
- Fails to cure a breach within the stipulated timeframe in the written notice of breach provided by the Agency.

Breaches any State and Agency's laws or regulations.

If the awarded Contract is terminated for breach of contract, the successful Respondent must pay all costs incurred by the Agency, including but not limited to, Administrative costs, Attorney's fees and Court costs, and any additional costs the Agency may incur to procure the goods and/or services required by the awarded Contract from other sources. The Agency will not be responsible for any harm or damage that the Respondent may suffer for the termination of the contract.

If the Agency chooses to partially terminate the awarded Contract, charges payable under the awarded Contract must be equitably adjusted to reflect those goods and/or services that are terminated and the Agency shall pay for all goods and/or services provided for which the Final Acceptance has been granted up to the termination date. Terminated Services and related provisions of the awarded Contract must cease on the effective date of termination.

The Agency reserves the right to terminate the awarded Contract in whole or in part, at any time, if such termination is determined to be in the best interest of the State. The reasons for the termination are of the sole discretion of the Agency, and those include, but are not necessarily be limited to:

- The State no longer needs the good and/or services specified in the awarded Contract.
- Relocation of office, program changes, and changes in laws, rules, or regulations make the implementation of the Services no longer practical or feasible.
- Unacceptable prices for Additional Services Requests and/or Change of Order for Services Requested by the State.
- Falsification or misrepresentation of any information provided in a Proposal in response to an RFP issued by the State.

The successful Respondent acknowledges that, if the awarded Contract extends for several fiscal years, the continuation of the same is subjected to the availability of the funds for the awarded Contract. If the funds are not available, the State shall terminate the awarded Contract at the end of the last period for which the funds were available. The State shall send the Respondent a written notice of termination of the awarded Contract with at least thirty (30) days in advance, whenever possible, if the information regarding the shortage of funds is provided to the State ahead of time.

If a reduction in funds for the awarded Contract occurs due to changes in laws or funds availability, the State may send the successful Respondent, within a thirty (30) days period, a written notice informing a reduction of goods and/or services needed with an adjustment longevity to be determined by the State. The charges contemplated in the awarded Contract must be equitably adjusted to reflect any goods and/or services not provided by the successful Respondent due to this reduction.

If the Agency terminates the awarded Contract, eliminates certain goods, or reduces the level of services to be provided by the Respondent, the State shall pay the Respondent for all Work-in-Process performed

through the effective date of the termination or reduction in services needed as determined by the Agency, until the existing funds are available.

Transition Responsibilities after Contract Termination

If the Agency terminates the awarded Contract or if the awarded Contract is otherwise dissolved, voided, rescinded, nullified, expires, or rendered unenforceable, the successful Respondent agrees to comply with the directions provided by the State to assist in an orderly transition of equipment, services, software, leases, etc. to the Agency or a third party designated by the State. If the awarded Contract expires or is terminated, the successful Respondent agrees to make all reasonable efforts to guarantee an orderly transition of services within a reasonable time.

The successful Respondent must work with the Agency or the third party designated by the State, to develop a transition plan that specifies the tasks and schedule to be accomplished by each party to guarantee an organized transition. The successful Respondent must provide the necessary personnel to help the Agency or the third party, maintain the continuity and consistency of the services required by the awarded Contract. In addition, during or following the transition period, in the event the Agency requires the services of the successful Respondent's Subcontractors or Vendors, as necessary to meet its needs, the Respondent agrees to reasonably and with good-faith, work with the State to use the services of the Respondent's Subcontractor or Vendors. The successful Respondent must notify all the Respondent's Subcontractors of the procedures to be followed during the transition.

The successful Respondent agrees to provide the Agency or the third party designated by the State, detailed specifications and orientation about all the goods and/or services provided by the awarded Contract allowing for the Agency or third party, to maintain the continuity of all the goods and/or services. The successful Respondent must provide the Agency with asset management data generated from the beginning of the awarded Contract through the date of termination in a comma-delineated format unless otherwise requested by the State. The successful Respondent must deliver to the State any remaining owed reports and documentation still in the Respondent's possession subject to appropriate payment by the Agency.

The successful Respondent must assist the Agency in the acquisition of any Respondent's software required to perform the goods and/or services under this Contract. This must include any documentation being used by the Respondent to perform the services under this Contract. If the State transfers any software licenses to the Respondent, those licenses must, upon conclusion of the Contract, transfer back to the Agency at the current revision level. Upon notification by the Agency, the Respondent may be required to freeze all non-critical changes to the goods and/or services.

Section 8: Assumptions & Constraints

The successful Respondent must comply with applicable Federal, local State, and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico.

Certifications

State law establishes that Respondent awarded a contract with the Government of Puerto Rico shall provide the following Certifications:

- Original certifications evidencing the Respondent has complied with its responsibility in the filling
 of tax returns and payments of its taxes, including sale and use tax as applicable to the Puerto Rico
 Government, the Federal Government, and the state or jurisdiction where its base of operations
 resides.
- Commercial Registration Certification issued by Puerto Rico's Department of the Treasury.
- Child Support Administration (ASUME) Certification. This certification must specify that the Respondent complies with the orders issued in its name as an employer to retain the salary of employees as a result of amounts owed for child support.
- Unemployment Insurance and Disability Insurance's Certification for Employer Registration and Debt issued by the Workplace Safety Bureau, the Tax Division, and the Collection Unit of PRDOLHR. The same shall indicate that the Respondent does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the Respondent is not an employer, it shall indicate that the Respondent is not registered as an Employer and therefore does not have any debt.
- Driver Insurance's Certification for Employer Registration and Debt issued by the People with Non-Occupational Disabilities and Driver's Insurance Bureau of the PRDOLHR. The same shall indicate that the Respondent does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the Respondent is not an employer, it shall indicate that the Respondent is not registered as an Employer and therefore does not have any debt.
- No Debt Certification and a copy of current policy issued by the State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in PR. The Certification
 of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is
 issued by Puerto Rico's State Department. The Certification of authorization to do business in
 Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do
 business in Puerto Rico and is issued by the Puerto Rico State Department. The certification
 specifies the date of issuance and authorization to do business in Puerto Rico.

^{**}All certifications must be current, that is, issued within thirty (30) days from the date the successful Respondent signed the awarded contract with PRDOLHR.

Requirements

State law establishes that Contractors awarded a contract with the Government of Puerto Rico shall comply with the following requirements:

- The President or CEO authorized to represent the Respondent shall provide a signed sworn statement. The statement shall indicate the Respondent, its subsidiaries, affiliates, and/or parent companies, their respective shareholders, directors, partners, officers, executives, or principals:
 - Have never been convicted,
 - No probable cause for their arrest has been found.
 - None are being investigated under any administrative, judicial or legislative procedure, inside or outside of Puerto Rico, as a result of any crime constituting fraud, embezzlement or misappropriation of public funds, as stated in Act. No. 2 of January 4, 2018; or any other legal provision penalizing crimes against the treasury and the public trust
 - The person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced because of said criminal conduct.
- The Respondent must be registered in Puerto Rico's General Service Administration RUP and RUS platforms before bidding.
- The Respondent agrees to maintain books, records, and other documents related to the project, to demonstrate the implementation of its responsibilities under the contract, including the selection of its Proposal, receipt, and approval, reporting requirements, and approval or disapproval of disbursements. Such books, records, and other documents shall be separately maintained for a period of three (3) years after the date of conclusion of the contract. The Respondent shall provide the Agency and the State or its authorized representative's access to review and audit the books, records, and other documentation related to the project as needed, at reasonable times.

Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Click or tap here to enter text., Issuing Officer

Puerto Rico Department of Labor

505 Muñoz Rivera Ave. Prudencio Rivera Martínez Bldg. Hato Rey, PR 00918

Re: RFP NUM.-

- PROPOSAL CERTIFICATIONS

Dear Click or tap here to enter text.:

I certify that the contents of the Proposal submitted on behalf of [Name of Respondent] in response to PRDOLHR Workforce Development for RFP Click or tap here to enter text. for RESEA Program Evaluation are true and accurate. I also certify that the Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of the Respondent expressly authorized to make the following certifications on behalf of the Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

- 1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
- 2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
- Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
- 4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
- 5. No relationship exists or will exist during the contract period between the Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither the Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been

convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to Puerto Rico laws a retailer in Puerto Rico or a retailer maintaining a business in Puerto Rico that enters into a contract with a state agency must register, collect, and remit Puerto Rico sales tax and Puerto Rico use tax levied under *Act No. 120-1994*, as amended by *Act No. 42-2013* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

Name and Title of Authorized Representative Date
Signature
Sincerely,
Respondent also acknowledges that the Agency may declare the Respondent's Proposal or resulting contract voi if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional to other remedies available to Agency.
Respondent is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms at defined in <i>Act No. 120-1994 as amended by Act No. 42-2013</i> .
Respondent is registered with the Puerto Rico Treasury Department, collects, and remits PRDOLHR sales and taxes as required by law; or
By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable) box)

Authorization to Release Information Letter

Alterations to this document are prohibited.

[Date]

Click or tap here to enter text., Issuing Officer
Puerto Rico Department of Labor and Human Resources
505 Muñoz Rivera Ave.
Prudencio Rivera Martinez Bldg.
Hato Rey, PR 00918

Re: RFP Click or tap here to enter text. - AUTHORIZATION TO RELEASE INFORMATION

Dear Click or tap here to enter text.:

[Name of Respondent] (Respondent) hereby authorizes the PRDOLHR Workforce Development ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP Click or tap here to enter text..

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of PRDOLHR, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the people, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to the RFP.

The Respondent further authorizes any and all people and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes

Name and Title of Authorized Representative	Date
Signature	
Sincerely,	
A photocopy or facsimile of this signed Authorization	on is as valid as an original.
,	espondent that it may have or ever claim to have relating to d to the Agency or the Evaluation Committee in the evaluation se to the RFP.

Request for Confidentiality Form

SUBMISSION OF THIS FORM IS REQUIRED

THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of this Form and submit a signed Form Part 1 with the Proposal.

Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of the Form, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION, and (4) submit a "Public Copy" from which the confidential information has been excised.

The Form will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by the Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve the Agency and the State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this form or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If the Agency receives a request for information that the Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, the Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If the Respondent fails to do so, the Agency may release the information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court

possessing competent jurisdiction. Additionally, if the Respondent fails to comply with the request process set forth herein, if the Respondent's request for confidentiality is unreasonable, or if the Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 - No Confidential Information Provided

Confidential Treatment Is Not Requested

The Respondent acknowledges that the Proposal's response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this Proposal's response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

Fill in and sign the following if you not complete Part 2.	l in and sign the following if you have provided no confidential information. If signing Part 1, do t complete Part 2.		
Company	RFP Number	RFP Title	
Signature (required)	 	 Date	

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed <u>ONLY</u> if the Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- Completion of this Form is the sole means of requesting confidential treatment.
- A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.

Completion of the Form and the Agency's acceptance of the Respondent's submission does not guarantee the Agency will grant the Respondent's request for confidentiality. The Agency may reject the Respondent's Proposal entirely in the event the Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Respondent must cite the specific grounds in PRDOLHR Code Chapter 22 or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email of the person at the Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the person who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- If confidentiality is requested, failure to provide the information required on this Form may result in rejection of the Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.
- Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing Part 2, do not complete Part 1.

Request for Proposal		Page 47
For RESEA Program Evaluation		
		_
Company	RFP Number	RFP Title

Title

Date

Signature (required)

Response Check List

		ONSE UDED	LOCATION OF RESPONSE
		No	
5. One Original Proposal in PDF format			
5. One (1) Public Copy with Confidential Information Excised			
5. Transmittal Letter			
5. Specifications			
5. Respondent Background Information			
5. Experience			
5. Acceptance of Terms and Conditions			
5. Certification Letter			
5. Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			
5. Scored Technical Specifications			
Request for Confidentiality Form			

For RESEA Program Evaluation

Attachment #5

This page is to be submitted under separate cover in its own sealed envelope.

Payment Terms

Puerto Rico's Government is allowed sixty (60) days to pay an invoice submitted by a vendor.

Cost Proposal

The Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TASK #1 Review Program Documents and Interview Program Staff	
TASK #2 Develop Impact Evaluation Design Report	
TASK #3 Conduct Impact Evaluation	
TASK #4 Analyses and Reporting	
TASK #5 Learning Cohort Events	
TASK #6 Submit Progress and Expenditure Reports	
TASK #7 Submit Data Files and Working Documents	
TOTAL	