



REQUEST FOR PROPOSAL (Rev.1)

Document Number:

OSI-2503-2022-06

Date:

March 24, 2022

Page

1 of 2 1

Document Title:

Request for Proposal (RFP) for Payroll and Human Resources Program

REQUEST FOR PROPOSAL (RFP)
SERVICES FOR
HUMAN RESOURCES & PAYROLL

HUMAN RESOURCES & PAYROLL

DISTRIBUTED BY
THE DEPARTMENT OF AGRICULTURE OF PUERTO
RICO (DOA)

OFFER DELIVERY DATE: APRIL 30 , 2022 IN OR
BEFORE 3:30PM

	REQUEST FOR PROPOSAL		Document Number: OSI-2503-2022-06
			Date: March 24, 2022
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

I. BACKGROUND

The Department of Agriculture of Puerto Rico (DOA) seeks a new program for the management of the Human Resources and payroll for the Department of Agriculture DOA and the Administration for the Development of Agricultural Enterprises (ADEA).

After conducting a thorough analysis of the programs currently used, the DOA identified various situations and processes that must be improved and reinforced. Currently, the technology the agency uses does not provide accurate information that allows it to fulfill its obligations in both the Human Resources area and the payroll area, leaving some process to be completed manually.

An integral part of the vision of the DOA is the implementation of science and technology that results in the quality and performance of each of our resources, while responding to challenges with agility and government effectiveness in the provision of services with result driven approach. The purpose of this proposal is to bring the DOA closer to full compliance with that vision.

II. PURPOSE AND INTENT

The purpose of this document is to have a simple and brief description of the work to be performed related to *–Human Resources and Payroll.*

The DOA seeks to hire an experience company to meet departmental obligations in a shorter period in essential areas such as the payroll process. At the same time, it provides support in the services of Human Resources and licenses. Qualified companies must have experience in these three services.

The bidder or proposer will ensure that all work performed, in accordance with this Request for Proposal (RFP), is eligible for funding from state funds from the Department of Agriculture and is performed in accordance with the regulations, policies and guidance of all applicable laws.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 3 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

III. DEFINITIONS

Some of the most common definitions related to this RFP are:

- “Bidder” and “Proposer” means a(n) (i) natural person, (ii) legal person, (iii) joint venture, (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred in any Federal, State and/or Local jurisdictions.
- “Bid” “Bid Solicitation” or “RFP” “Solicitation” means this series of documents, which establish the bidding and requirements and solicits Quotes (Proposals) to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation (RFP), price schedule, attachments, and Bid Amendments (Addenda).
- “Successful Bidder” “Awarded Proposer” or “Selected Proposer” means a Proposer or Bidder awarded a contract resulting from this process and are used interchangeably in this document.
- DOA refers to the Department of Agriculture of the Government of Puerto Rico

IV. INSTRUCTIONS

The general instructions are:

1. **NUMBER OF AWARDS:** At the sole discretion of the DOA and based upon the breadth and experience of Respondents to this RFP, or other factors considered in the best interests of Puerto Rico, DOA may award contracts to more than one respondent and award any Respondent one or more steps or task orders per contract. In such case, Respondents acknowledge and accept that DOA reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to DOA is not reached, notwithstanding the Respondents' submission of Best and Final Offers (“BAFOs”).

2. **NUMBER OF CONTRACTS:**

DOA reserves the right, without limitation, to grant more than one contract and/or select more than one qualified respondent or bidder and to cancel this solicitation and reissue this RFP, or another version of it, at any moment prior to the execution of a binding contract, if it deems that doing so is in its best interests and in the Public Interest. Likewise, DOA reserves the right to modify the contract(s) of the selected respondent(s) to extend the original duration, as further explained in this RFP, or to extent the scale of the scope to include work under subsequent plans if it is related to the services requested herein. Award of the contract(s) will be made to the qualified firm(s) whose proposal, in accordance with this RFP, is the most advantageous to the Government, in value and other criteria that will be considered.



REQUEST FOR PROPOSAL

Document Number:

OSI-2503-2022-06

Date:

March 24, 2022

Page

4 of 21

Document Title:

Request for Proposal (RFP) for Payroll and Human Resources Program

3. **NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS**

/CANCELLATION OF RFP: Issuance of this RFP does not constitute a commitment by DOA to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law, including the FOMB if applicable. DOA will not have any binding obligation, duties, or commitments to the Selected Respondent(s) until and unless a contract has been duly executed and delivered by DOA after approval by the appropriate governmental authorities. If DOA is unable to negotiate a mutually satisfactory agreement with the Selected Respondent(s), it may, in its sole discretion, negotiate with the next highest-ranked Respondent(s) or cancel and reissue a new RFP. DOA reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of this RFP, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted communities or the Government of Puerto Rico. If any or all proposals are rejected, DOA reserves the right to re-solicit proposals.

4. **OWNERSHIP OF PROPOSALS:** All documents, including Proposals submitted to DOA, become the property of DOA. Selection or rejection of a Proposal does not affect this provision.

5. **WAIVER OF INFORMALITIES:** DOA reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests and/or the Government of Puerto Rico.

6. **COLLECTION AND USE OF PERSONAL INFORMATION:** Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide DOA with personal information of employees who have been included as resources in the Proposal to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the DOA. Such written consents are to specify that the personal information may be forwarded to DOA for the purposes of responding to this RFP and use by the DOA for the purpose set out in the RFP. The DOA may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the DOA.

7. **CONFIDENTIALITY OF PROPOSALS:** DOA shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless:

- (i) the Respondent so identifies such information in its Proposal as proprietary or confidential, and
- (ii) DOA determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. DOA obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Respondent desires to identify any information in its Proposal as



REQUEST FOR PROPOSAL

Document Number:

OSI-2503-2022-06

Date:

March 24, 2022

Page

5 of 21

Document Title:

Request for Proposal (RFP) for Payroll and Human Resources Program

proprietary or confidential, it shall limit such designation to only those portions of the Proposal that constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. The DOA shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Respondent thereby grants to the DOA an unrestricted license to use such unrestricted portions of the Proposal.

8. RFP AND PROPOSAL AS PART OF AGREEMENT: This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Respondent's Proposal will become part of any contract between the DOA and the Respondent. If the terms of this RFP and related documents or Proposal conflict with the contract, the contract shall be cancelled according to the terms shall controlling the contract.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 6 of 21
	Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program		

V. SCOPE OF WORK

The scope of work presented is based upon circumstances existing at the time the bidding request is released. The DOA reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

The DOA seeks to select a company that provides the services for a program in Human Resources management, that is, licenses, payroll area, time and attendance. The selected company must have experience in human resource management, payroll, time and attendance management. The work consists of the implementation of a new human resources system with the capacity to manage and administer the different services that are granted to the agency's employees. The payroll part must be an easy-to-use solution that allows access to data in an easy and clear way for the employee; in addition to integrating and optimizing time and attendance for compliance with federal programs.

A. SPECIFIC REQUIREMENTS:

Task	Number of weeks from signing the contract to delivery	Cost
Analysis of Human Resources Management processes		
Analysis of Payroll area		
Presentation of Human Resources Program, Onboarding, Offboarding, licenses, storage (Doc. Cloud)		
Biometric Time & Attendance System Devices		
Time & Attendance – Federal and State Projects		
W2's		

	REQUEST FOR PROPOSAL		Document Number: OSI-2503-2022-06
			Date: March 24, 2022
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

VI. TERMS AND CONDITIONS OF THE CONTRACT

The initial term of the contract awarded under this RFP shall be for one year, with the option to extend the term of the Agreement for one additional year, with the same terms and conditions. The parties shall agree in writing to extend the term of the contract prior to the end of each fiscal year.

The DOA reserves the right to terminate the contract at any time upon 30 days written notice.

VII. BUDGET OF THE CONTRACT

The resulting contract must be submitted to the Financial Oversight and Management Board (FOMB) for review and approval **if** it results in a value of two hundred and fifty thousand dollars (\$250,000.00) or more. Pursuant to FOMB’s review of contracts policy, the DOA hereby informs the requirement that the FOMB approve any contract pursuant to such policy before execution.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 8 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

VIII. CONTACT PERSON (RFP COORDINATOR)

Agency Contact Person (POC): Anaishka Legrand Muñoz

Title/Position: Principal Information Officer, DOA

Email: alegrand@agricultura.pr.gov

XIX. RFP TIMELINE

The timetable for the RFP solicitation is summarized below:

Key Activity	Target Date
Publication of RFP	March 30, 2022
Deadline to submit registration form	April 11, 2022
Deadline to submit questions	April 22, 2022
Addendum Response to clarifying questions	April 29, 2022
Deadline to submit proposals	May 6, 2022
Notice of Award Expected	May 16, 2022

X. REGISTRATION

Please note by registering to participate in this RFP, each registered respondent agrees to, and shall be bound by, all the terms and conditions of this RFP. To be considered a registered Respondent, the Respondent must complete and file with the DOA, the registration form attached here as **Attachment A** which includes the name of the firm and the name and contact information for the individual it wishes to receive RFP related information. The form must be send via email to: alegrand@agricultura.pr.gov **not later than April 11, 2022 at 9:00 am**. Registered Respondents will also be permitted to direct to the DOA questions or requests for clarification regarding the RFP and will be copied on all future communications related to the RFP and RFP addenda, clarifications, and/or selection process. Non-registered Respondents will not be permitted to participate in this RFP.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 9 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

XI. QUESTIONS AND ANSWERS

All questions and correspondence must be sent to: alegrand@agricultura.pr.gov and must reference this specific RFP in the subject line of the email. Any correspondence or questions that do not comply with this requirement or that are sent to any other e-mail address will not receive a response. No questions will be accepted after the deadline provided in the above schedule. The DOA will compile a summary of all questions submitted, and all responses, and send one consolidated response document to all registered Respondents at the close of the DOA response period. Any interpretations, corrections or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and send by email to all respondents. Please note that after submission of Proposals, additional requests, interpretations, corrections, or changes to this RFP may be made by addendum or official notice from the DOA.

By submitting a Proposal each Respondent certifies that it fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction.

XII. CONFLICT OF INTEREST

Respondents must ensure that all actions related to their response are consistent with the Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the “Ethics Guidelines”) and other applicable ethics regulations. The Respondent shall notify the DOA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable). The Respondent shall explain the actual or potential conflict in writing in sufficient detail so that the DOA is able to assess such actual or potential conflict. Respondents must provide a list of any other current or prior consulting contracts that the firm has/ had with the DOA or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.

In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any state agency or U.S. law enforcement agency, if any, involving your company or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded. Note that the DOA may in the future request a list of direct or indirect relationships the Respondent or its professionals have to members of the DOA or executives of other public corporations of Puerto Rico.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 10 of 21
	Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program		

It is necessary to reiterate that all work experience related to the Government of Puerto Rico and/or Private Non-Profit Organizations (PNPs), if any, must be described in detail. The description should include, but not be limited to: (1) time period, (2) resources managed, (3) agencies and/or entities to which services were provided and (4) responsibility in such roles with their respective deliverables. In the event of real or apparent conflicts of interest, the DOA reserves the right, in the Government’s best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Respondents. The Respondent shall accept any reasonable conflict mitigation strategy employed by the DOA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. The DOA reserves the right to cancel any contract awarded pursuant to this RFP with 30 days’ notice if a conflict of interest, or the appearance of such conflict, is not cured to the DOA’s satisfaction.

XIII. NON-DISCRIMINATION CLAUSE

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 11 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 12 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination based on handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

XIV. BLACKOUT PERIOD AND PROHIBITED COMMUNICATIONS

The blackout period is a specified period during a competitive procurement process in which any Respondent, bidder, or its agent or representative, is prohibited from communicating with any the DOA employee or the DOA contractor involved in any step in the procurement process about this procurement other than the contact person (RFP Coordinator). The blackout period applies not only to DOA employees, but also to any current contractor of the DOA. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. This solicitation designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator. The blackout period begins on the date the RFP is published. The blackout period will end when a contract is signed by both parties. In the event a prospective contractor may

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 13 of 21
	Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program		

also be a current DOA contractor, DOA employees and the prospective respondent may contact each other with respect to their existing contract and duties only.

Under no circumstances DOA employees or current contractors may discuss this RFP or corresponding procurement process or status. Any bidder, Respondent, or DOA contractor who violates the blackout period may be excluded from the awarding contract and/or may be liable to the DOA in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for the DOA, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code, Puerto Rico Act 2-2018.

Communications with other representatives of the Government of Puerto Rico or relevant entities of Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Respondent’s proposal.

XV. SUBMISSION FORMAT

Proposals must be prepared on 8 ½" x 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. DOA encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports, and other documents prepared in connection with this solicitation. Submit 2 hardcopy Original, 1 electronic copy in a searchable PDF format, with Pricing/Cost Proposal completed in Excel on USB drives.

Vendors and organizations submitting proposals must submit all documents to: Dpto. Agricultura, 2nd Floor, Systems Information Office 201, 1309 Ave. Fernández Juncos, San Juan PR 00908.

The original copies must have an original signature.

XVI. CHANGES OR WITHDRAWAL OF THE PROPOSAL

A Respondent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator. In the absence of a full withdrawal, Respondent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for one hundred twenty (120) days from the DOA’s receipt.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 14 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

XVII. RESPONDENT’S ERRORS AND OMISSIONS

The DOA reserves the right to reject a submission that contains an error or omission. The DOA also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening clarifications for all Respondents. Respondents will be provided a reasonable period in which to submit written responses to the DOA requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

XVIII. EXPENSES

Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the DOA, if any. The DOA will not be liable to any Respondent for any claims, costs, or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

XIX. RUP/RUL REGISTRY

Respondents must be register in the RUP now of the presentation of the proposal. This is mandatory as a requirement of the office of *Asuntos de Servicios Generales* (ASG).

XX. INVOICING PAYMENT

All invoices must contain the following language at verbatim:

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

XXI. SELECTION CRITERIA AND REQUIREMENTS

An Evaluation Committee will review proposals and responses. A panel of reviewers will be gathered and to reach uniformity in the assessment of the proposals, they will be trained on the evaluation rubric that will be utilized to score all proposals. Each proposal will be scored by the reviewers whose

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 15 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

scores will be averaged to calculate an overall proposal score.

In evaluating the Proposals, the Evaluation Committee will first consider the completeness and responsiveness of the Respondent’s Proposal. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

The Preliminary Proposal Assessment: Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the Evaluation Committee be rejected from further consideration due to “nonresponsiveness” and rated non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

The Proposal Evaluation: In Phase II, the Evaluation Committee will evaluate the extent to which a Respondent’s Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, cost proposal and other factors based on the evaluation criteria outlined in the Evaluation Criteria Section. As part of the evaluation process, the Evaluation Committee will review the required information for each Proposal received. The Evaluation Committee may also review other information gained by checking references.

The DOA reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The Respondent may be an individual, corporation, partnership or a joint venture duly organized under the laws of the Government of Puerto Rico. All Respondents, if incorporated, must show they are in good standing with the Puerto Rico State Department. All Respondents that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the Puerto Rico State Department requesting authorization to do business in Puerto Rico, which shall have been requested prior to the date of submission of the Proposal hereunder. Failure to demonstrate compliance with this requirement may result in rejection of the Proposal without further consideration.

Respondent’s Good Standing and Notification of Debarments, Legal Issues, Ownership Structures, and Conflicts: If any of the Respondent’s principals, officers, directors, or partners has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, the Respondent shall disclose that information in its Proposal. Failure to provide such information

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 16 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

shall result in the rejection of the Proposal.

A. Evaluation Criteria

The Evaluation Committee will comply with all applicable federal and Puerto Rico Laws, Regulations, Executive Orders, and Policy. The Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following evaluation criteria:

Executive Summary (5 points)

- Provide a profile of your organization, including mission and vision statements.

Experience and strategy in providing the services (25 points)

- Describe the experiences of the company and its personnel in providing similar services as set forth above.
 - Please indicate whether you have experience working with the DOA or with public entities, and years of experience performing like services.
- Evidence of the applicant having offered similar services in the past. Ability to provide the required professional services as evidenced by past performance in terms of client contact, satisfaction, and responsiveness.
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP.
- Provide a detailed description on how the entity will address each of the services or tasks proposed to develop.

Team qualifications (25 points)

- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Please identify any specific credentials or certifications relevant to these services that are held by your company or its employees.

Work plan (25 points)

- Provide a description of the plan or approach, the role of each staff member (or sub- contractors, if any) expected to perform the services, and the proposed time frames for completion of the services.

Business references (5 points)

- Provide a list of three (3) verifiable client references.
- The professional references should be able to substantiate the quality of service provided.
- Provide a description of the services provided.

	REQUEST FOR PROPOSAL		Document Number: OSI-2503-2022-06
			Date: March 24, 2022
			Page 17 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

Fee Schedule (15 points)

- A proposed schedule of fees (and expenses), including hourly rates for persons performing the services or fixed rate for completion of the services.
- Please also describe how you bill for questions on technical matters that may arise throughout the year.
- Applicants must demonstrate that the proposed fee schedule and other miscellaneous chargeable expenses are reasonable according to industry standards, years of experience, and geographic area.

B. Potential conflicts of interest (will be evaluated in the initial screening)

Disclose any known facts that would or might create a conflict of interest with DOA if you were awarded a contract for the services. Conflict of interest will include any expressions or behaviors the applicant has made in the past against DOA or that has adversely affected its image.

C. Criteria for proposal evaluation are as follows:

The proposer with the highest score will be considered first to be awarded. If two or more of the top-ranking Respondents score within 5 points of each other, the DOA reserves the right (but not the obligation) to request that those Respondents participate in an in- person or telephone interview, revise their offers and/or provide additional written information. If this occurs, only those Respondents will be under consideration for eventual contract award. Those Respondents will be provided the opportunity to make a brief presentation based entirely upon the proposal as submitted to the DOA, and the Evaluation Committee will be able to ask questions related to their review of the Respondent’s proposal or consistent with the intent of the RFP. Likewise, the DOA shall have sole discretion, to request a Best and Final Offer (BAFO) from Respondents, to be in a better position to award the contract(s).

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 18 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

D. Proposal Table of Contents

REQUIREMENTS	Page number
I. Cover sheet	
II. Executive summary (5 points)	
III. Experience in providing the services (25 points)	
IV. Team qualifications (25 points)	
V. Work plan (25 points)	
VI. Business references (5 points)	
VIII. Potential Conflict of Interest	
IX. Attachments	

XXIII. SELECTION OF PROPOSAL IN BEST INTEREST OF PUERTO RICO

The DOA reserves the right to choose the candidate that best complies with the goals and plans expressed in this RFP regardless of the proposed cost.

By submitting a Proposal, each Respondent agrees that if the Proposal is accepted, they will negotiate in good faith and enter a contract with the DOA, for the Term set forth in this RFP (as defined in the Agreement), including all attachments hereto. By participating in this RFP each Respondent also fully understands, acknowledges, and accepts all terms and conditions of this RFP and any amendment thereto, without restriction. The Proposal and any additional information submitted by the Respondent or negotiated between Respondent and the DOA prior to selection, together with this RFP and any addenda hereto, will serve as confirmations of Respondent’s full understanding and acceptance of all terms and conditions therein, and Respondents waive any claims contesting the same.

A. Award

Upon completion of scoring and any interviews that may be conducted, the Evaluation Committee will prepare a Notice of Award Recommendation (or cancellation) document with the signature of all Committee members. Once a final recommendation for the award (or cancellation) is made by the Evaluation Committee to the Secretary, the Secretary can accept or determine to cancel the RFP process, before an Agreement is signed. All Respondents shall receive copy of the final determination. If awarded, contracting procedure allows ten (10) calendar days after the award notification to Selected Respondent to submit all documentation required for contract execution.

	REQUEST FOR PROPOSAL		Document Number: OSI-2503-2022-06
			Date: March 24, 2022
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

XXIV. RIGHT TO REQUEST REVIEW

Respondents shall have the right to contest this Request for Proposal following the procedure established Section 20 of Act 29 of June 8, 2009, known as the “Public-Private Partnership Authority Act”, which in relevant part provides:

A. Right to Review

Only such Persons that have requested to be evaluated in a procedure of request for qualifications and that have submitted the necessary documents to be evaluated, as per the requirements established by the Authority or by the Partnership Committee, and that have not been qualified, shall be entitled to request a judicial review of such determination. Persons that have not submitted the documents required by the Authority or the Partnership Committee during the qualification procedures, shall be automatically disqualified and may not request a judicial review of the final qualification determination made by the Partnership Committee.

Likewise, only such Proponents that have been qualified to participate in the procedure for selection of proposals, who have submitted to the Partnership Committee complete proposals and all documents required under the procedures established for Proposal evaluation, but who have not been selected for the award of a Partnership Contract, may request a judicial review of the approval of a Partnership Contract by the Governor or the person onto whom he delegates.

Such review may be requested after: (i) the determination not to qualify the Proponent by the Partnership Committee, pursuant to the requirements established in subsection (a) of this Section, to participate in the procedures for the establishment of a Partnership or (ii) the final determination to execute the Partnership Contract with another Proponent, which determination to execute the Contract shall be final after having completed the approval procedures as provided for in Section 9(g)(ii)-(v).

These requests for review must comply with the procedure established in this Section, which shall preempt any other jurisdictional or competence criterion or procedure that would otherwise apply pursuant to other applicable laws and regulations.

	REQUEST FOR PROPOSAL		Document Number: OSI-2503-2022-06
			Date: March 24, 2022
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

B. Request for Judicial Review

Non-qualified petitioners or non-selected Proponents shall have a jurisdictional term of twenty (20) days as of the date of the sending by certified mail of the notice of the Partnership Committee or the Authority of the final determination to file a writ for administrative review with the Court of Appeals by a recourse in Jurisdictional Aide to said Court. An interlocutory resolution by the Partnership Committee or the Authority shall not be reviewable; it may only be reviewed concurrently with the final determination. If the date of notice by the Partnership Committee or the Authority is different from the date of mailing such notice, the term shall be counted as of the date of mailing. The reconsideration mechanism shall not apply before the Partnership Committee or the Authority.

The writ of review shall be issued discretionally by the Court of Appeals. Such Court shall issue a statement on the writ requested within a term of ten (10) days as of the date of filing the resource. The decision of the Court may be to accept the recourse and shall issue a resolution indicating that it shall issue the writ requested, or it may deny it outrightly, in which case, the Court may issue a resolution not stating the grounds. If the Court of Appeals does not issue a statement within ten (10) days following the filing of the recourse or denies the issue of the writ, a jurisdictional term of twenty (20) day shall begin to lapse for resorting to the Supreme Court of Puerto Rico, by writ of certiorari. In the first case, the term shall begin to lapse on the day following the tenth day after having filed the recourse with the Court of Appeals; however, if the Court of Appeals issues a statement on the recourse, the term shall begin to lapse as of the date of filing in the Court's records a copy of the notice on the resolution, order, or sentence.

If the Court of Appeals accepts the recourse, it shall issue a final determination within thirty (30) days of having accepted the same. Otherwise, the Court of Appeals shall lose jurisdiction and the twenty (20)-day term for resorting to the Supreme Court shall begin to lapse on the day following such thirty (30)-day term. The review recourse filed with the Court of Appeals and the writ of certiorari filed with the Supreme Court shall be deemed to be the allegation of the petitioner unless the reviewing Court provides otherwise. If the Court of Appeals issue the writ of review, the party adversely affected by the determination of said Court may resort to the Supreme Court by writ of certiorari within the jurisdictional term of twenty (20) days as of the date of filing in the Court's records the final determination of the Court of Appeals.

	<h1>REQUEST FOR PROPOSAL</h1>	Document Number: OSI-2503-2022-06	
		Date: March 24, 2022	Page 21 of 21
Document Title: Request for Proposal (RFP) for Payroll and Human Resources Program			

C. Notice.

The petitioner before the Court of Appeals or the Supreme Court of Puerto Rico shall give notice, with a copy of the writ, to the Authority, the Partnering Government Entity, the selected Proponent (in the event the award of the Partnership Contract is challenged), the Proponents not selected (in the event the award of the Partnership Contract is challenged), the Persons that were qualified (in the event the qualification by the Partnership Committee is challenged), within the twenty (20)-day term established in Section 20(b), provided, that compliance of such notice shall be a requirement of a jurisdictional nature. All notices under this Section 20(c) shall be made by certified mail. Provided, that if the date of notice to the Authority and all other parties is different from the date of mailing of such notices, the term shall be computed from the date of mailing. The Authority and any other party interested may, within ten (10) days of having been notified of the writ of review or certiorari, or within the additional term that the Court of Appeals or the Supreme Court may grant, file its opposition to the issue of the writ.

By submitting a Proposal, or otherwise participating in this RFP, Respondents acknowledge and accept that any judicial review made with respect to any determination regarding this RFP shall be conducted by following the procedures described herein, and that no proceedings may be instituted for judicial review other than following the provisions of Section 20 of Act 29-2009.

ATTACHMENTS

- a) Scope of Work / Notes
- b) Registration Form
- c) Application Form
- d) General Certification
- e) Potential Conflict form
- f) Information about Incorporators
- g) Basic Information for Contracting Purposes
- h) Lobbying Certification
- i) Acknowledgement of Receipt of Addenda Form
- j) Non-Collusion Statement
- k) Sworn Statement – Act 2-2018