



**REQUEST FOR SEALED PROPOSAL  
NUMBER 21-0004**

**TO ESTABLISH A CONTRACT(S) FOR MULTIPLE SELECTION OF TEMPORARY  
LABOR FOR ALL OF THE ENTITIES OF THE GOVERNMENT OF PUERTO RICO**

**RFP Publication Date:** Friday, July 23, 2021, at 5:00 PM AST

**Proposal Submission Date:** Monday, August 16<sup>th</sup>, 2021, at 9:30 AM AST

**Proposal Opening Date:** Monday, August 16, 2021, at 11:00 AM AST

**Contact:** [rfpquestions@asg.pr.gov](mailto:rfpquestions@asg.pr.gov)

**Issued by:**

The Bid General Service Administration of the Government of Puerto Rico



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## 1 INTRODUCTION

### 1.1 DEFINITIONS AND ACRONYMS

1. **“ASG”** means the Administración de Servicios Generales de Puerto Rico (or the Puerto Rico General Services Administration).
2. **“Awarded Proposer”** or **“Selected Proposer”** means a Proposer or Bidder awarded a contract resulting from this RFP.
3. **“Bid Board”** shall mean the Auction Board of the Administración de Servicios Generales (or General Services Administration) of the Government of Puerto Rico.
4. **“Bidder”** or **“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.
5. **“Bill Rate”** means the hourly pay rate billed to the Government by a Staffing Agency for Temporary Labor Personnel. The Bill rate includes the Direct Pay Rate and the Staffing Agency mark-up.
6. **“Buena pro”** represents the awarding and/or selection process a Bidder(s) or Proposer(s).
7. **“Entities”** means any instrumentality, agency, or public corporation of the Government of Puerto Rico.
8. **“FOMB”** stands for the Financial Oversight and Management Board of Puerto Rico imposed by the Government of the United States under Act PROMESA.
9. **“General”** general administrative and clerical resources such as Administrative Assistants, Clerks and other non-technical administrative roles.
10. **“Information Technology”** or **“IT”** this includes a host of IT positions that require specific computer skills such as Computer Operators, Data Coordinators, Data Entry Clerks, Data Integrity Clerks, data Quality Staff, and IT Specialists.
11. **“Mark-up”** means the percentage amount added to the Direct Pay Rate that determines the fixed Bill Rate. The mark-up covers all employment taxes, statutory costs, mandatory insurance, employee benefits, overhead, and profit.
12. **“Pricing Worksheet”** or **“Worksheet”** is the excel file used to provide price proposals for this RFP.
13. **“Professional”** includes positions such as Accountants, Lawyers, Program Managers, Team Leads, Directors, and Supervisors. These are positions that require a pre-specified level of expertise and education.



14. **“Requesting Manager”** refers to the Government manager that has the authority to request Temporary Labor Personnel.
15. **“Resource”** or **“Contingent Workforce”** means any Temporary Labor Personnel providing services to the Government of Puerto Rico identified by the Staffing Agency or referred by the Government of Puerto Rico as a candidate to support the Government’s requirements for Temporary Labor Personnel.
16. **“Regulation 9230”** means the Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico.
17. **“RFP”** means this Request for Sealed Proposal and addenda issued by ASG.
18. **“RUL”** means the Registro Único de Licitadores operated by ASG to keep record of all eligible Proposers. **“Staffing Agency”** means any contractor who enters into an agreement with the Government that is involved in the recruitment and placement of Temporary Labor Personnel for the government’s temporary needs for personnel.
19. **“Technical”** includes any position for which a technical certification is required such as Registered Nurses, Program Technicians, Radiologist Technicians, and Surveillance System Coordinators.
20. **“Temporary Labor Personnel”** or **“Temporary Labor”** or **“Temp Labor”** means temporary personnel to include General, Technical, Information Technology, and Professional disciplines provided on an “as needed” basis to perform services. Temporary Labor Personnel are employees of a Staffing Agency and are not employees of the Government.
21. **“Vendor Management System”** is a technology that manages the acquisition of contingent workers. Key features include position requisitioning, position approval routing, invoice automation, and reporting.

## 1.2 BACKGROUND

The Government of Puerto Rico (“Government”) is responsible for administering public resources and providing all necessary public services to the Puerto Rican general public, consisting of approximately 3.3 million people. The Government’s current Fiscal Plan calls for “Financial Control Reforms” to improve budget to cash and overall financial reporting and controls, and procurement reform has been identified as one of the key enablers to achieve this goal. To this end, the Government is implementing modern practices to improve the efficiency and effectiveness of procurement operations, including strategic sourcing of categories of goods and services identified as essential to achieve government-wide savings and significantly reduce the cost of purchased goods and services. The Bid Board is issuing this government-wide Request for Sealed Proposals (“RFP”) to invite interested suppliers to submit proposals to provide Temporary Labor for all Government entities. The current estimated government-wide annual contracts for Temporary Labor are approximately \$35 million dollars.

## 1.3 ASG



The General Services Administration (the Administration or ASG), by virtue of Law 73 of July 19, 2019, as amended, known as the “2019 General Services Administration Act for the Centralization of the Purchases of the Government of Puerto Rico”, is the government entity responsible for implementing public policy regarding the acquisition of non-professional goods and services for the Government of Puerto Rico.

## 1.4 RFP TIMELINE

The timeline for this RFP is presented below in **Table 1.4.1**. All items must be received by the stated deadline.

**Table 1.4.1 RFP General Timeline.**

Target Date	Event
July 23, 2021	Publication of RFP
August 2, 2021	Pre-Proposal Meeting – 11:00 AM AST
August 11, 2021	Last Day to Submit Questions (RFCs) – 11:00 AM AST: <a href="mailto:rfpquestions@asg.pr.gov">rfpquestions@asg.pr.gov</a>
August 16, 2021	Proposal Submission Deadline – 9:30 AM AST Proposal must be submitted in the following two ways: <ul style="list-style-type: none"><li>• In a hard copy delivered to address: Office of the Secretary of the Bid at Centro Gubernamental de Minillas, Torre Norte, Piso 12, San Juan, Puerto Rico; and</li><li>• By Email: <a href="mailto:ofertas@asg.pr.gov">ofertas@asg.pr.gov</a></li></ul>
August 16, 2021	RFP Opening Act – 11:00 AM AST

\*A Best and Final Offer may be requested at the discretion of the Bid Board (consult Section 5.7).

Please also note that the RFP timeline includes target dates that are subject to change. It is the responsibility of Proposers to periodically review their emails and the ASG website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)) for all information and updates related to this RFP.

## 1.5 REQUEST FOR CLARIFICATIONS (RFC)

Requests for clarification and questions regarding this RFP should be emailed to [rfpquestions@asg.pr.gov](mailto:rfpquestions@asg.pr.gov) on or before the date established in **Table 1.4.1**. Said email must contain in the **SUBJECT** the following information: RFP number and name of the Proponent and company it represents. The Bid Board will offer the corresponding answers within a term of three (3) days after receiving the questions.

ASG will compile all questions and concerns, and will issue its responses on the website ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)). In addition, the ASG will notify such clarifications or responses individually to each Proposer. It will be the responsibility of the Proposers to download from the website the document that contains all the answers to the request for clarification.

From the publication of this RFP until it is awarded, Proposers may not have any communication with the members of the Bid Board or with the officials of the Auxiliary Procurement Administration and the ASG



Purchasing Office. Questions related to the RFP can only be sent through the email provided above. Questions sent to other emails will not be answered.

Proponents may not contact the Bid Board or ASG by any other means. This includes personal visits, phone calls, texts, emails, or any other mode of communication.

## 1.6 PRE-PROPOSAL MEETING

To assist the virtual Pre-Proposal meeting is **compulsory to all Proposers presenting an offer**. Any Proposer that does not assist the pre-proposal meeting will be **disqualified**. The names of the duly registered Proposers will be announced at the beginning of the Pre-Proposal meeting. It is the responsibility of Proposers to access and register to the virtual meeting before the start of the processes. The Proposer who accesses the conference after the start will be disqualified. Registration will begin at least five minutes before the official start of the pre-proposal meeting. Lack of compliance will result in disqualification.

The Pre-Proposal meeting will be held on the date established in **Table 1.4.1**. Every Proposer or person interested shall be able to assist the Pre-Proposal meeting through the ASG online page located under the “Procurement Reform” tab at [www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Once there, Proposer should navigate to the corresponding folder for the RFP and access the “virtual Pre-Proposal meeting” link.

## 1.7 RUL REGISTRATION

Interested Proposers must follow the following steps for submitting a complete RFP:

RUL: All Proposers must be registered in the RUL. Proposers can access the RUL via the following link: <https://rul.asg.pr.gov/>. When a Proposer that is not registered in the RUL appears in the RFP process and presents an offer, that Proposer should not be rejected by the Bid Board and will be granted a period of **five (5) business days**, starting from the Opening of Proposals, to submit the required documents to the RUL. If the proposer does not submit the required documents, he will be disqualified. *See Regulation No. 9230, Section 7.4.11.*

Any Proposer 1) registered in the RUL; 2) who has presented an offer for the request; and 3) after the Opening of Proposals is found ineligible, will be granted **five (5) non extendable business days**, starting on the Opening of Proposals, to submit the corresponding information or documents to the RUL. During said period, no award will be made. It will be the responsibility of the Secretary of the Bid Board and the Purchase and Auction Specialist to notify the Proposer, through a phone call and email, so that within the term provided they update their records in the RUL. The Proposer must submit all the requested documents and certifications, and comply with all requisites, terms, and conditions established in the RFP at the moment of submitting the offer. No document will be accepted by a Proposer after the opening, except for the RUL’s certification of eligibility, which will be subject to presentation during the time afore stated. The ineligible proposer will not be visible in the RUL; hence, will not be contracted by any of the Executive Branch agencies, public corporations, or municipalities. Ineligibility will be maintained until the Proposer complies with the requirement of information or the presentation of the solicited documents. **The Proposer must sustain the status of eligibility in the RUL before the awarding of the proposal. See Uniform Regulation No. 9230 from November 18, 2020.**



## 1.8 RFP SUBMISSION: DATE, TIME, AND DELIVERY METHOD

Proposals must be submitted the date established in **Table 1.4.1**, in the following **two ways**:

1. before the Office of the Secretary of the Bid Board at the Minillas Government Center, North Tower, 12th Floor, San Juan, Puerto Rico; **and**
2. electronically to the following address: [ofertas@asg.pr.gov](mailto:ofertas@asg.pr.gov)

Proposals that arrive after the established date and time will not be accepted. Sealed envelope must be submitted physically to the Secretary Office of the Bid Board at the address described above. **The envelope must be identified with the name, address and telephone number of the proposer and the company it represents, as well as the RFP number.** Upon receipt of the envelope, the Secretary will proceed to seal all pages and documents with the exact date and time it was received, which will constitute the official delivery date of the offer. **The document physically delivered will be considered the official offer.**

Any offer received without identifying as established herein will be processed as regular correspondence. Under this circumstance, the Bid Board will not be responsible if the sender loses his opportunity to present the offer on time, nor will it be able to require that his offer be made known or impute that the offer has been disclosed or opened before time. Proposers may be disqualified for not attaching all documents to his offer.

Email submissions must include the offers as an attachment and be labeled as **“Subject: Offer, RFP 21-0004 and Proposer name.”** **It must be a faithful and exact copy of the documents physically delivered or the Proposer will be disqualified.** As an exception, attachments may be physically accepted that, due to the size of their content, exceed the space available to be sent by email. If the proposal is sent multiple times, the Bid Board will only accept the last submitted version before the deadline.

**Failure to submit via both methods (in-person in a sealed envelope and by email) shall result in the Proposer/s disqualification.**

## 1.9 RFP OPENING: DATE AND TIME

The Opening of Proposals will take place on the date established in **Table 1.4.1**<sup>Error! Reference source not found..</sup> Every person interested in participating in the Opening of Proposals, held virtually, will be able to assist through the ASG online page, specifically under the “Procurement Reform” area ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)). Once there, the Proposer should navigate to the corresponding folder for the reference RFP that provides the option of connecting to the “virtual Opening of Proposals.” The Opening of Proposals’ purpose is to allow the people interested to verify if the proposals were received and the names of all Proposers. The Opening of Proposals shall be directed by one of the members of the Bid Board or its authorized representative, who will be present in said act and will be charged with the proceedings during the event. Every person who attends the opening act must comply with the standards of conduct established by the Bid Board.

## 2 PROPOSAL FORMAT REQUIREMENTS

### 2.1 PROPOSAL FORMAT



Proposals shall be prepared in the following format:

- Font “Times New Roman” size twelve (12)
- Single space
- Paper 8½ x 11 paper with a minimum of one (1) inch margin
- Pages numbered consecutively
- Documents in “PDF”

## 2.2 PROPOSAL CONTENT

Proposals should include the following documents:

- a. Cover Letter and Proposal Certification
- b. Responses to the Evaluation Criteria in Section 6
- c. Pricing Worksheet
- d. Certifications
- e. Bid Bond
- f. Valid resolution issued by the Puerto Rican Industry Investment Board, Puerto Rico Trade and Export Company, or any other governing body for the use of the percent of preference policies, if applicable.
- g. The RFP must contain the physical and postal address of the company’s main office in Puerto Rico, as well as the name and address of the corporation’s resident agent, when applicable.
- h. Any other document required in this RFP or specifications attached.
- i. Amendments to the RFP, if applicable.

## 2.3 COVER LETTER AND PROPOSAL CERTIFICATION

Proposers must submit the cover letter and proposal certification included on Appendix I.

## 2.4 CERTIFICATIONS.

All Proposers must include in the proposal the forms provided, all the certifications required in this RFP and in the attached specifications. It is noted that every proposer will have to comply, without being limited to, with the following:

- A. CODE OF ETHICS FOR CONTRACTORS (as defined by the Anti-Corruption Code for the New Puerto Rico): Every Proposers must comply with the provisions of Law 2-2018, as amended, known as the “Anti-Corruption Code for the New Puerto Rico”, which requires all Government Entities to operate under the standards of integrity, efficiency, probity, and transparency. This Code of Ethics emphasizes the public policy of the Government of Puerto Rico in the proper and efficient use of public resources and the eradication of government corruption. The Code requires that all contractors, suppliers of goods and services, and applicants for incentives refrain from carrying out or participating in conduct that, directly or indirectly, implies that public servants violate the provisions of the Government Ethics Law. Acceptance of the standards established in this Code of Ethics is an essential and indispensable condition for Proposers or their representatives to be able to carry out transactions or establish agreement with the executive agencies. Every person is obliged to denounce acts violating the aforementioned Code that constitute acts of corruption, or are configured in crimes constituting fraud, bribery, embezzlement, or illegal appropriation of funds, and of which they have their own and personal knowledge, that concern



a contract, business or transaction between the Government and a contractor, supplier of goods or services. The complainants will be protected under Law 2, *supra*.

- B. CANONS OF ETHICS OF YOUR PROFESSION: Every person must observe the maxims and principles of excellence and honesty that cover their profession, in addition to the ethical standards or canons of the association or college to which they belong and that regulate their trade or profession, both in relation to their competitors and with the Government of Puerto Rico. In the case persons not belonging to an association or college, or in the case the associations and colleges do not possess a Code of Ethics, for its members, the persons must observe the general principals of ethical conduct that are considered reasonable in their profession or job.

## 2.5 SIGNATURES

The proposal must be signed with indelible ink or blue ink pen in the space provided by the person registered in the RUL or its authorized representative. The Proposer's electronic signature is authorized in the proposal presented. Lack of compliance with these requisites will constitute the **rejection** of the proposal. Proposers that are not registered in the RUL must submit forms **ASG 673** and/or **ASG 674** whichever applies.

## 2.6 CORRECTIONS, MODIFICATIONS, ALTERATIONS, OR PROPOSAL WITHDRAWAL

Proposals are open to correction, modification, or withdrawal only by following the dispositions in Article 7.4 of the Uniform Regulation No. 9230, *supra*.

Every proposal must be presented in legible, clear, complete, and precise form. Multiple proposals, varied or ambiguous, will not be considered. Any blot, deletion, annotation, or any other correction in the RFP must be endorsed by the **person who signs the proposal with his initials**. Otherwise, the proposal will be invalidated for the corresponding item or items.

The use of eraser ink for corrections will be considered a blot and **will have to include the initials of the person who signs the offer** to be considered. The use of correction paper to write on the proposal is unacceptable.

## 2.7 DOCUMENTS

All documents included as part of the RFP and those issued later, will form part of and must be included in the submittal of the proposals.

## 2.8 WARNINGS

- a. Providing any type of false, plagiarized, or fraudulent information or documentation as part of the information presented for this proposal will be sufficient cause to disqualify or reject any Proposer's proposal, as well as to cancel or terminate any purchase order or contract granted.
- b. ASG or the Bid Board can order the partial or complete cancellation of the RFP when it serves the best interests of the Government of Puerto Rico, regardless of the phase in which it is, as long as it is prior to the formalization of the contract or a purchase order has been issued. Cancellations shall be notified



by e-mail to all Proposers that have obtained an RFP packet, and an announcement will be posted in the RUS and ASG webpage.

- c. ASG may amend the RFP up to two (2) business day prior to the opening of proposal when the amendment entails additional changes or requests that must be included in the proposal, or one (1) business day before the opening of the bid when the amendment does not affect the presentation of proposal, if it serves the best interests of the Government of Puerto Rico.
- d. The award notice of this proposal shall not constitute the formal agreement between the parties. It shall be necessary to execute the corresponding contract or for the Administration to issue a purchase order signed by the authorized person.
- e. ASG or the Bid Board will not accept a bond for an amount less than that here established or issue to an Entity that is not 'Administración de Servicios Generales' or the 'Secretario de Hacienda'. Incompliance of these requisites will result in the rejection of the offer.
- f. ASG and the Bid Board grant faithful compliance with the public policy of preferential purchases provided by law.
- g. Any person who, in relationship with the agencies and other entities of the Government of Puerto Rico, participates in bids in RFPs, presents a proposal or is interested in perfecting contracts with them, will have the obligation to disclose all the necessary information so that the agencies can evaluate in detail the transactions and make correct and informed decisions. Any undisclosed relationship (conflict of interest) is grounds for immediate disqualification. Conflict of interest may be real, apparent or potential.
- h. ASG and the Bid Board reserve the right to do any of the modifications in the Instructions, Terms, Conditions, and Specifications of the RFP prior to the celebration of the Opening of Proposals. Any modification will be notified to the Proposers.
- i. ASG and the Bid Board reserve the right to engage in individual negotiations with Proposers, whose proposal are within the selection criteria defined in Section 7.4.18 of the Uniform Regulations No.9230, as amended, regarding the terms, conditions, quality, solution, prices, or combination of factors, to obtain the most advantageous price for the Government of Puerto Rico.
- j. The Government reserves the right to waive any minor format non-compliance and/or informalities of the submitted proposals if doing so is in the best interest of the government.

### **3 SPECIFICATIONS**

The specifications attached to the RFP serve as a guide to describe an estimation of what one (1) Resource would work in one (1) year. Prices should be given accordingly. Please provide markup discounts to adjust prices based on length of contract, and spending volume. Refer the Pricing Worksheet for details on the items requested. Offers of similar/alternative products are welcome as appendix to the Pricing Worksheet. Proposers are obliged to fully comply with each of the details described in the Pricing Worksheet. However, the Bid Board reserves the right to obviate any informality or minor difference in the terms and conditions, if it fulfills the purpose for which they are requested and is beneficial to the best interests of the Government of Puerto Rico. Deviations may not substantially affect the quality, capacity or essential characteristics of the items or services requested.

The Temp Labor requested will be used to create a catalog in which the Government will choose, based on its necessities, the Resources and the timeline that it will be hired. Therefore, it is imperative that the Proposers adjust their mark ups with time-based discounts, referral discounts, and spend level ranges discounts. These will be heavily considered when choosing which items will be added to the catalog. **Items will be chosen on an individual basis;** each role and level will be evaluated on an individual basis and



compared among other proposals and the best value will be chosen per item. Proposers can bid only in the items and levels they have available, roles that are left blank will be interpreted as if the Resource is not available and for that specific item the Proposers will not be considered. Proposers are strongly encouraged to make their best offers.

**Under no circumstance an Escalation Clause will be admitted if a contract is extended.**

**The length of Temporary Labor for any role must be a maximum of one (1) year and six (6) months.**

The contract will be given in terms of one (1) year with the possibility of extending it for another six (6) months. The Resource's employment contract duration in that position should be consistent with the duration of the position the Government requested; month by month renewals of contract between the Resources and the Proposer will not be allowed because it discourages Resources from being hired and promotes employment uncertainty in them, making it more difficult and costly to hire them.

#### **4 ELIGIBLE AND INADMISSIBLE OFFERS**

##### **4.1 PRICE QUOTATION UNIT**

The offer must be done in dollars and cents. Offers expressed in terms of percent or undetermined prices will not be considered. In addition, and as supplementary information, Proposers are encouraged to present pricing tiers in the event of lower or higher unit consumptions. Proposal that does not include pricing tiers will be judge as an intend to bid a single price per item independent of quantities supplied.

##### **4.2 INCOMPLETE OFFERS**

If a Proposer submits unit prices in some items and omits others, it shall be understood that the Proposer is interested in bidding only in those items for which an offer was made.

If a proposer does not which to bid on an item, the Proposer must annotate "N/A" (not applicable) or "N/B" (no bid).

##### **4.3 UNRESPONSIVE OR UNACCEPTABLE PROPOSALS**

The specifications set minimum requirements. However, at the moment of submitting the proposal, Proposers may present items that surpass the requested specifications, which might be selected if they offer the greatest value to the Government of Puerto Rico.

Ambiguous, in terms of its meaning, incomplete, and/or indefinite proposals will not be considered. Also, proposals that alter, infringe, vary, or condition the Terms, Conditions and Specifications established by the ASG will be rejected.

##### **4.4 MANY PROPOSALS BY A SINGLE PROPOSER**

If a Proposer presents multiple offers for an RFP, either in his own name or under pseudonyms, of any of its subsidiaries or branches, of one or more of its partners, agents or officers, every proposal submitted by the Proposer will be **rejected**.



#### **4.5 GLOBAL REJECTION**

The Bid Board may reject all the offers or proposals received if these: (1) do not comply with the Instructions, Terms, Conditions, and Specifications; (2) the prices were unreasonable; or (3) there exists a collusion amongst the participating proposers.

#### **4.6 CONFIDENTIALITY OF PROPOSALS**

The ASG and the Bid Board will not disclose information indicated by the Proposer in his proposal as confidential, proprietary or privileged, or that is related to trade secrets, prices and proprietary or privileged information. All information considered by the Proposer as confidential, proprietary and privileged must be indicated as such in the proposal.

The Bid Board may reject proposals whose content is substantially marked as confidential, proprietary or privileged. Providing any information marked confidential or proprietary will not prevent ASG or the Bid Board from disclosing such information if required by law. The contract ultimately awarded, and all prices set forth therein will not be considered confidential or proprietary, and such information may be made available to the public.

#### **4.7 REDACTED COPY**

All Proposers must submit a redacted copy of their proposal that excludes all confidential information that is not public. ASG reserves the right to release edited copies of proposals at the end of the RFP process. If a Proposer does not submit a redacted copy, ASG will assume that the original copy of the proposal can be made public.

Therefore, the original copy of the proposal must identify all confidential information and the redacted copy of the proposal must exclude all confidential information that must not be public as described in section 4.6 of this document. Any information that is not identified as confidential in the uncensored proposal will be considered non-confidential.

#### **4.8 OWNERSHIP OF THE PROPOSAL**

All material submitted in response to this RFP will become the property of ASG and the Bid Board. The selection or rejection of a proposal will not affect this provision.

### **5 SCOPE OF WORK**

The scope of this RFP is to invite interested suppliers to submit proposals to provide Temporary Labor for all Government entities.

#### **5.1 CONFIDENTIALITY OF RECORDS**

The laboratory shall not release, make public or use in any way information that belongs to a chemical identification except by the written approval of the Executive Director or representative.



## 6 EVALUATION, SELECTION, AND AWARD

### 6.1 INITIAL EVALUATION

The Government expects to award one or multiple contract(s) for the requirements outlined in this RFP to the Qualified Proposer(s) that present(s) the Best Value to the Government. The Initial Evaluation will consist of Past Performance, Technical Approach, and Pricing Proposal. Points awarded will be based on the Proposers performance in each category. A breakdown of the points awarded can be found in **Table 6.1.1**.

**Table 6.1.1 Initial Evaluation Percentage Breakdown**

Category	Percentage
Past Performance	20%
Technical Approach	30%
Pricing Proposal	50%
<b>TOTAL</b>	<b>100%</b>

### 6.2 PAST PERFORMANCE EVALUATION

Proposers must provide contact information (name, title, company, address, phone number, and email address) for at least three (3) references (public sector clients preferred) where Proposer has executed work that is like the work requested in this RFP. References shall be dated within the past five (5) years of the RFP closing date. In addition, Proposers should answer questions in Error! Reference source not found..1 In the event of a new company, a copy of the Certificate of Incorporation should be provided in addition a description of the companies/founders/member's background.

**Table 6.2.1 Past Performance Requirements**

Name		Questions
I	Scope of Work	1. What was the scope of the work performed in your past engagement?
II	Dollar Amount	1. What was the amount of the contract with this client for over a year?
III	Reporting	1. Did you have any service level agreements with the customer? What were the consequences if you failed to meet the service levels?
V	Availability	1. During the time of your contract with the customer, did you have any problems related to not fulfilling the service? If so, how was this communicated to the customer? Which actions were taken in order to reduce the impact?
VI	Account Management	1. Was there a single point of contact for your customer? How was Account Management handled?

### 6.3 TECHNICAL APPROACH EVALUATION

The Technical Approach will be evaluated separate from pricing. It will be evaluated to determine the extent to which it demonstrates the Proposer's ability to fulfill the technical requirements. Each of the Performance



Areas listed in the Technical Approach (Reporting, Vendor Management System (VMS), Account Management, and Customer Service) will be evaluated based on the evaluation guide detailed below in **Table 6.3.1** A Proposer that achieves the highest rating for the four Performance Areas will obtain a maximum score of one hundred (100) points for the **Technical Approach**.

**Table 6.3.1 Evaluation Guide.**

Performance Area	Criteria	Maximum Points
Recruitment	<ul style="list-style-type: none"><li>• Ability of Proposer to provide personnel with appropriate experience and licensing requirements</li><li>• Description of the recruitment process</li></ul>	40
Proposed Work Plan	<ul style="list-style-type: none"><li>• Provide a detailed and comprehensive description of how the Proposer intends to recruit the persons to perform the services requested in the RFP</li><li>• Explain how the temp labor requests will be manage, the lead times for the categories and other requirements for successful placement</li></ul>	20
Screening Process	<ul style="list-style-type: none"><li>• Describe the Proposer screening process</li></ul>	20
Training Plan	<ul style="list-style-type: none"><li>• Describe the Proposer employee training and o-boarding plan</li></ul>	20

## 6.4 PRICING PROPOSAL

The RFP packet shall include a Pricing Worksheet to be completed by Proposers. The Worksheet includes the specifications of each job title requested. Once completed, Proposers must export as a PDF document and include in the RFP documents for both physical and electronic submissions. The Pricing Worksheet template can be found under RFP 21-0004 at [www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx).

Prices will be evaluated for reasonableness and fairness. However, it is possible that an award may not go to the Qualified Proposer with the lowest price if, in the judgment of the Government, a higher priced Proposer offers the best overall value to the Government when also considering the technical requirements.

Price is divided into four components:

- **Pay Rates:** Proposer shall provide Pay Rates for each of the positions identified in the Pricing Worksheet. These Pay Rates will be capped in terms of maximum Pay Rates per Resource depending on the type of role. If the amount provided by the Proposer is greater than the maximum Pay Rate, the bid on that item will not be considered.
- **Mark-ups:** Proposer shall provide a breakdown of the mark-up for each of the four labor categories (General, Technical, IT, and Professional). They will also provide overtime estimates. In addition, every mark-up for mileage, bonuses, and any other mark-up must be included.
- **Discounts:** Proposer shall list discounts they will over based on different spend levels. They will also provide discounts based early payment of invoices, referral discounts, and any other discount given.
- **Fees:** Proposer will be required to provide every fee they charge, if any. This includes any fee for the Government to hire a Resource at the Government for fewer than ninety (90) days; after ninety (90) days the fee is assumed to be zero. It also includes any fee related to administrative fees, drug tests fees, late payment fees, and any other fee the Proposer can charge.



## 6.5 EVALUATION SCORECARD

The score obtained for a particular requirement is dictated by the ability of the Proposer to satisfactorily meet the stated needs. Responses to requirements will be scored based on the Evaluation Scale detailed below in **Table 6.1**

**Table 6.5.1 Evaluation Scale.**

<b>Outstanding</b> (100% of Maximum Score for a Requirement)	Responses received are excellent and represent an outstanding quality of work. The answers to the questions meet all the service expectations required by the ASG.
<b>Good</b> (75% of Maximum Score for a Requirement)	Responses received are positive and represent a good quality of work. The answers to the questions meet most of the service expectations required by the ASG.
<b>Acceptable</b> (50% of Maximum Score for a Requirement)	Responses received are neutral and represent an acceptable quality of work. The answers to the questions meet some of the service expectations required by the ASG.
<b>Fair</b> (25% of Maximum Score for a Requirement)	Responses received are poor and represent a poor quality of work. The answers to the questions meet little of the service expectations required by the ASG.
<b>Unacceptable</b> (0% of Maximum Score for a Requirement)	Responses received are negative and represent an unacceptable quality of work. The answers to the questions do not meet the service expectations required by the ASG.

To determine which offer is the most convenient and beneficial, the price will not only be considered as the principal factor, but also the compliance with Terms, Conditions, Specifications, and Warranty required for the RFP. The Proposer's past performance and technical approaches will be considered by the Bid Board at the moment of awarding the "*buena pro*". The technical approach will be evaluated for the purposes of determining the Proposer's capability to satisfactorily comply with the requirements. It is possible to not grant an awarding to the Proposer that has presented a lower price if, in the judgement of the Bid Board or the ASG, the Proposer proposes a higher price, but his proposal represents a value higher when also considering the technical requisites, delivery terms, past performance, warranty, among others.

The Bid Board will examine and evaluate all the offers presented before awarding the RFP. In any moment, during the evaluation period, the Board or the ASG may communicate with Proposers regarding the proposals, with the purpose of obtaining a better understanding of the content provided. These communications shall not include the disclosure of additional information that was not present originally in the proposal.

## 6.6 BEST AND FINAL OFFER EVALUATION

Upon analysis of all first-round submissions, the Bid Board may request a Best and Final Offer from all Qualified Proposers to allow them the opportunity to submit their last and most attractive pricing. Regulation 9230, *supra*, indicates the process and protocols of a Best and Final Offer Evaluation. The timeline for Best and Final Offer submission will be posted on ASG's webpage and communicated directly to all Qualified Proposers.



## **6.7 SELECTION**

The pricing received in the Best and Final Offer will be re-evaluated to find an optimal scenario that meets the objectives of the RFP. The Bid Board will examine all proposals submitted before making an award.

The Bid Board shall award the responsive Proposer(s) whose is in compliance with the General Instructions, Terms, Conditions, and Specifications, and represents the best value to the Government of Puerto Rico. The Bid Board reserves the right to select more than one Proposer.

## **6.8 AWARD**

Once the Bid Board makes de final decision, the Secretary of the Bid Board will notify it through writing to all Proposers that participated. The notification of the RFP awarding will not constitute a final agreement among the parts. Contracting must be completed to create a final and valid agreement. No Proposer is authorized to deliver merchandise or propose services without an approved contract. Thus, no Government Entity will guarantee any payment until the formalization of a contract or the issuing, by the Administration, of a subscribed purchase order by the authorized person. The Government of Puerto Rico is not committed to an award until the formalization of the corresponding contract. Once contracting is complete, the Government will put in place purchase orders for the awarded products or services. The ASG Acquisitions Team will be able to pass judgement over all purchase orders issued against the contract awarded as consequence of this RFP.

Once the Bid Board makes the corresponding award, they shall provide notice of their final determination by way of ruling or Award Notice. The Ruling or Award Notice shall be properly notified, by federal certified mail with acknowledgement of receipt or e-mail to all the parties that are entitled to challenge such determination, namely, all the proponents participating in the process. The award notice must include: (i) the names of the Proposers that participated in the Request for Sealed Proposals and a summary of their proposals; (ii) the factors or criteria that were considered for the awarding of the proposal; (iii) the defects, if any, that the losing Proposer's proposals had, and (iv) the availability and the term for requesting the administrative review and judicial review. The Bid Board must file the final determination on the award and a record of the notice.

## **6.9 ADMINISTRATIVE REVIEW**

The party adversely affected by a decision of the Bid Board may, within a term of twenty (20) days from the deposit in the federal mail or email notifying the auction award, submit a request for review before the Management Review Board. General Services. Once the administrative review has been submitted, the corresponding Bid Board will submit a certified copy of the case file to the Review Board, within three (3) calendar days following the filing of the appeal.

The appellant shall provide notice with a copy of the request for administrative review to the adversely affected Administration and Bid Board; they shall simultaneously also provide notice to the provider that was awarded the bid. This requirement is of a jurisdictional nature. In the review document itself, the appellant shall certify to the Review Board its compliance with this requirement. The notice must be provided through certified mail with acknowledgement of receipt and e-mail. The appellant must provide



notice, furthermore, to all the proposers that participated in the bidding process. In the case of Request for Proposals, they must notify the Auxiliary Administration of Acquisitions.

## **7 GENERAL CONDITIONS**

### **7.1 QUOTED PRICES**

Every person must quote based on fair prices for goods and services. Quality will be considered in the agreements for the supply of goods. The prices offered by the Proposer will maintain fixed during the validity of the contracted awarded. These will not be subject to changes due to market increases or any other nature, foreseeable or not. The quoted price shall include discounts offered due to prompt payment and volume requested.

### **7.2 QUANTITIES TO BE PURCHASED**

The issued purchase order will indicate the specified quantities. Selected Proposer(s) shall honor the price proposed, including those listed in the price tiers if applicable.

### **7.3 WAY OF BILLING**

All invoices for the collection of goods and services presented to the agencies, must contain the following certification:

*Under penalty of absolute nullity, I certify that no public server (from the Government of Puerto Rico or indicate the name of the agency that issues the purchase order) is part or has any interest in the earnings or benefits as a result of the contract, has mediated a prior dispensation. The sole consideration in providing the goods or benefits of the contract has been the agreed with the agency's (that issues the purchase order) authorized representative. The amount of this invoice is just and correct, the works received, the products delivered, and the services have been provided and no payment has been received for them.*

### **7.4 PAYMENTS.**

It is the responsibility of the Selected Proposer(s) to follow the instructions detailed in Circular Letter 1300-07-17, which describes direct deposit enrollment procedure. Once enrolled, payment will be processed in accordance with the provisions of the Circular Letter 1300-02-10 of the Department of Finance, which states that "the responsibility of the agencies to demand the provider the delivery of the invoices in or before ten (10) days after the finalization, period, or date of delivery of the good or service."

### **7.5 PREFERENCE POLICY.**

In any procurement, the ASG will comply thoroughly with the following preference policies, enshrined in the following legal provisions:

- a. Act 14-2004, as amended, known as the "Act for the Investment in the Puerto Rican Industry";



- b. Act 129-2005, as amended, known as “Law of Reserves in Purchases of the Government of the Commonwealth of Puerto Rico”;
- c. Act 253-2006, known as the “Law of Multiple Selection Contracts in the Procurement Process”;

The ASG will thoroughly comply with the determined measure that secures the compliance with the public policy cited above and all other public policy disposition that stimulates and encourages the companies of local capital to increase business opportunities, with the purpose of creating more and better employment for the citizens.

- a. USE OF PERCENT OF PREFERENCE: The Proposer interested in the recognition of the percent (%) of assigned preference, will present a valid resolution awarded by the Investment in the Puerto Rican Industry Board, by the Trade and Export Company of Puerto Rico or any other governing body, together with his offer in order to validate his preference.
- b. TRANSFER OF THE PERCENTAGE OF PREFERENCE: The company that obtains the percent of preference by concept of **manufacturing** for any of the products, can transfer its agents established in Puerto Rico through a notarized letter expressly indicating that it is transferring to each agency the percent granted for said product by the Investment in the Puerto Rican Industry Board or any other governing body. Mentioned letter must be approved and sealed with the Government Entity’s official seal that issues it.
- c. APPLICATION OF THE PERCENT OF PREFERENCE: In the case that after the percent of preference has been applied the articles result in equal conditions, the award will be made in the following order: (1) products from Puerto Rico; (2) products from the United States; and (3) foreign products.
- d. UPDATED ISSUED RESOLUTION: In any purchase made under a contract or purchase order as a product of this RFP, the proposer must obtain a percent (%) preferential to his products, and must present at the time of the purchase, the valid resolution issued by the Investment in the Puerto Rican Industry Board, by the Trade and Export Company of Puerto Rico, or any other governing body. If the proposer does not present the current resolution, he will not be able to enjoy the benefits of said laws.

## 7.6 BONDS AND WARRANTIES

- a. BID BOND: The bid bond shall be a provisional support provided by Proposers for the purpose of assuring the Government of Puerto Rico that he will sustain his bid throughout the RFP procedure. **The bond must be original.** If presented through an insurance company, the bond will be in favor of ‘Administración de Servicios Generales’, and if presented by certified check or money order, the bond will be in favor of the ‘Secretario de Hacienda’. **This RFP requires a bid bond of fifteen thousand (\$15,000) dollars.** Any offer presented without the bid bond here arranged will be rejected.
- b. PERFORMANCE BOND: Selected Proposer(s) must post a performance bond to the Bid Board, no later than ten (10) business days following the notification of the award. Such bond shall secure the performance of the contract or purchase order, as applicable. The amount of the bond shall be **hundred thousand dollars (\$100,000)**. The Bid Board shall reimburse the bond when the term of the contract expires or when the corresponding purchase order is complied. The bond will guarantee that the supplier complies with the obligation in accordance with the terms and conditions of his proposal. In the case of non-compliance and the need to go to the next supplier, the price difference will be covered by this bond. The bond must be original. If presented through an insurance company, the bond shall be in favor of ‘Administración de Servicios Generales’; and if presented by certified check or money order, the bond will be in favor of the ‘Secretario de Hacienda’.



- c. **WARRANTY:** Proposers must specify period(s) of Warranty per item, as applicable, as part of their proposal.

## **7.7 LATE DELIVERIES**

Any Proposer who fails to deliver the merchandise or services, will be charged 0.5 per cent of the issued purchase order for each day that elapses in delay, for a maximum of 10%, without constituting a waiver of any other procedure that is applicable by law. Furthermore, such Proposer could be penalized with an earlier termination of the contract. It is understood that there is a delay when the supplier does not meet the agreed delivery date or does not meet the date of the commencement of services.

## **7.8 NON-COMPLIANCE.**

The ASG Administrator reserves the right to cancel any contract or purchase order granted by virtue of this bidding process at any time when this results in the protection of the public interest and/or the benefit of the Government of Puerto Rico.

Moreover, Selected Proposer(s) who do not comply with any of the RFP's terms and conditions, once issued the purchase order or signed the contract, shall be imposed the following penalties: (1) confiscation of performance bond, (2) charging the difference of a price paid due to the need for ASG to make an exceptional purchase of goods, and (3) exclusion from the RUL for a period determined by ASG Administrator, in accordance with provisions of Regulation No. 9230, *supra*. Also, the ASG reserves the right to apply to any of the sanctions, as provided in the aforementioned Regulation, in Law 73-2019, as amended, as well as those agreed in the contract or purchase order. The measures to be taken in case of non-compliance will be imposed only by the ASG, after investigation of the facts, mediating communication and giving the proposer due process of law.

## **7.9 INVESTIGATIVE COLLABORATION**

Every person, Proposer or contractor shall collaborate with any investigation initiated by the Government on business transactions or the granting of contract or granting of governmental incentives, of which they were part of or directly or indirectly benefited.

## **7.10 ANTI-DISCRIMINATION CLAUSE**

The ASG does not discriminate on the basis of race, color, gender, origin or social condition, political or religious ideas, age, nationality, for being a victim or being perceived as a victim of sexual assault or stalking, veteran status, identity or real or perceived sexual orientation, physical, mental or sensory impairment.

## **7.11 COMMUNICATIONS AND ANNOUNCEMENTS**

Communications with any Government representatives in respect to any matter related to the content of this RFP will require approval or be completely prohibited during the process of selection and proposal



presentations, except when contacted by ASG or the Bid Board for explanations, as described in Section 1.5. Non-compliance with said restriction may result in the rejection of the offer. All communication will take effect through the following email address: [juntadesubastas@asg.pr.gov](mailto:juntadesubastas@asg.pr.gov).

Any information or public announcement related to this RFP will be made through ASG's web page ([www.asg.pr.gov/ReformaCompras/Pages/default.aspx](http://www.asg.pr.gov/ReformaCompras/Pages/default.aspx)). All information, public announcement, or amendment related to this RFP will be written with the ASG and Bid Board due authorizations.

## 7.12 RFP INVITATION OBJECTION

In the case that a Proposer interested in participating in a bid process disagrees with the RFP Invitation, he will be able to settle personally before the ASG Procurement Area's Auxiliar Administrator the corresponding objection document, within **three (3) business days** following the date the Administration makes accessible the RFP Invitation. All objections to the RFP Invitation that fall outside the here established term will be rejected. The objection must comply with the established Regulation No. 9230, *supra*.

## 7.13 RFP DOCUMENT OBJECTION

In the case that a Proposer interested in participating in a bid process disagrees with the established final terms, instructions, specifications, or conditions in the RFP Document, he will be able to settle personally before the ASG Procurement Area's Auxiliar Administrator the corresponding objection document, within **three (3) business days** following the date the Administration makes accessible the RFP Document. All objections to the RFP Document that fall outside the here established term will be rejected. The objection must comply with the established Regulation No. 9230, *supra*.

# 8 CONTRACT WITH "ADMINISTRACIÓN DE SERVICIOS GENERALES"

## 8.1 FORMALIZATION OF THE CONTRACT.

The proposal of the Selected Proposer(s) and the provisions of the RFP will constitute the base for finalizing the contract between the Selected Proposer(s) and ASG. The contract will be formalized as soon as the ASG receives the guarantees required from the proposer.

## 8.2 CONTRACT RENEGOTIATION.

The prices proposed by the proposer will remain fixed during the validity of the contract, in accordance with the RFP's quote and award, and will not be subject to changes due to market fluctuations, independently of its predictability, unless otherwise agreed to.

## 8.3 REFUSAL TO FORMALIZE THE CONTRACT.

If the Selected Proposer(s) refuses to formalize the contract or does not attend to sign it, within the term notified in the Notice or Award Resolution or by the Contract Unit of the Procurement Area of ASG and



has not presented a reasonable prior excuse, he will not be considered to be part of the ASG contract. The ASG Administrator may apply provisions contained in Section 9.1.4 of the Regulation No. 9230.

#### **8.4 VALIDITY OF THE CONTRACT.**

The contract formalized under the RFP will have a validity of **two (2) years**, after granting the contract. The Administrator may authorize amending the contract for the purposes of extending its validity for a maximum term of **six (6) months**. The Selected Proposer(s) will be informed through writing and in advance of the contract's expiration date with the intention to extend it by the ASG. The amendments will be made through the "Amendment" writing and must have the signatures of the parties.

#### **8.5 SCOPE OF THE CONTRACT.**

The contract awarded under the RFP will cover the requesting agency or governmental and exempt entities of the Government of Puerto Rico, as defined in Law 73, *supra*. The Selected Proposer(s) may not refuse to offer the services to any agency, governmental and exempt entities, or municipalities, among others.

#### **8.6 INSTRUCTIONS FOR THE USE OF THE CONTRACT**

When the RFP is awarded by the ASG Bid Board, the Procurement Area will formalize a contract between the parties. The ASG will guide Purchasing Delegates and Sub-delegates on the use of the contract through the "Contract Use Instructions", which include the terms and conditions indicated in the bidding specifications and the price table.

#### **8.7 FOMB CONTRACT REVIEW**

All contracts resulting from this RFP are subject to review by the FOMB in accordance with FOMB contract review policy and related amendments. Please refer to the FOMB Contract Review Policies available at <http://juntasupervision.pr.gov/documents/>.

#### **8.8 TERMINATION OF THE CONTRACT**

Failure to comply with the terms and conditions of this contract shall constitute sufficient cause to terminate this contract without the need for prior notification. In addition, the ASG Administrator reserves the right to cancel any contract or purchase order granted by virtue of this bidding process at any time when there is just cause and this results in the protection of the public interest and/or the benefit of the Government of Puerto Rico.

In addition, the Secretary of the Government of Puerto Rico shall have the power to terminate this Agreement at any time, as provided in Memorandum No. 2017-001; Circular Letter 141-17 from the Office of the Secretary of the Government of Puerto Rico and the Office of Management and Budget.

**APPENDIX I: COVER LETTER AND PROPOSAL CERTIFICATION****Proposer Information:**

Organization	
Name:	
Employer Social Security:	
Email:	Telephone Number:
Mailing Address:	
Authorized Person	
Name:	Title:
Fax:	Telephone Number:
Email:	
Mailing Address:	
Street Address:	

**For Foreign Entities only:**

Foreign Entity	
Resident Agent Name:	
Fax:	Telephone Number:
Mailing Address:	

**Acknowledgments:**

- ☐ I have read all the detailed instructions, terms, conditions and clauses of this RFP, hereby certifying my complete understanding and acceptance.
- ☐ I have received and read all the answers to the proponent's questions summarized in the Request for Clarification document.
- ☐ I have received and read all amendments to the Request of Sealed Proposals, if any was issued.

**Certification:**

I, \_\_\_\_\_ hereby certify that I am authorized to sign this proposal, and that my name and signature are duly registered in the Unique Bidder Registry (RUL, for its Spanish acronym).

\_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_