



Judicial Branch of Puerto Rico
Office of Court Administration

**REQUEST FOR PROPOSAL
NO. 23-02 RFP
NOTARY ELECTRONIC
SIGNATURE SOLUTION**

Office of Courts Administration
World Plaza Building
268 Muñoz Rivera Ave. 14th Floor, San Juan, PR

Confidentiality

The information herein provided cannot be used as part of an advertising campaign or a promotional tool. Likewise, the Office of Courts Administration (OAT by its Spanish acronym) will not share the responses to this RFP with individuals or organizations beyond the RFP evaluation and selection processes, except as required or permitted by state law or as part of an internal or external auditing process. The responses to the RFP may also be disclosed as part of a legal proceeding filed by the proponents.

OAT guarantees will maintain the content of all submitted proposals in the strictest confidentiality. Any proposal received by OAT in response to this RFP will become its property upon submission.

All proposers must take the necessary precautionary measures to safeguard the confidentiality of any part of their proposal that may constitute a business secret or be protected by legislation. Unless explicitly warned, the OAT will consider that all the information presented in the proposals does not constitute a business secret or contain data protected by law.

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1 Introduction

The mission of the Judicial Branch of Puerto Rico (the Judicial Branch) is to impart justice by resolving cases and controversies submitted for adjudication with independence, diligence, sensitivity, and impartiality, while guaranteeing everyone's constitutional rights and freedoms. The organizational structure of the Judicial Branch is divided into two areas: judicial and administrative. The judicial setting is comprised of the Supreme Court of Puerto Rico as the forum of last instance; the Court of Appeals as the intermediate appellate forum, and the Court of First Instance as the primary forum. These three court levels constitute the General Court of Justice. The administrative setting is embodied in the Office of Courts Administration (OAT by its Spanish acronym), in which the Administrative Director of the Courts is the most senior executive. This officer is appointed by the Chief Justice of the Supreme Court of Puerto Rico (Chief Justice) to support, by delegation, the administrative functions of the Judicial Branch; offer administrative direction to the judicial system; approve regulations, rules, and administrative procedures for the General Court of Justice; as well as ensure that the Judicial Branch follows them accordingly.

The Judicial Branch is committed to maintaining operational and administrative costs of its services, ensuring they are effectively delivered to the population, and complying with applicable state and federal regulations. To achieve this, the Judicial Branch has adopted several strategies that leverage the use of information technology (IT). OAT's current priority is to use information technology as a mechanism to attain greater access to justice and improved efficiencies, and automate dispute resolution processes before the courts. Therefore, it is crucial that OAT's IT services and underlying infrastructure are aligned with these goals.

Pursuant to Articles X(B) and XIV of the *Rules for Formal Bids of the Judicial Branch of 2017 (Rules for Formal Bids)*, as amended, OAT issues this Request for Proposals (RFP) to procure IT solutions required by the Judicial Branch within a cost-effectiveness framework that reflects Puerto Rico's current fiscal situation.

If the solution requested through this RFP has more than one component, a qualified proposer can submit its proposal for one, some or all of the components in the RFP.

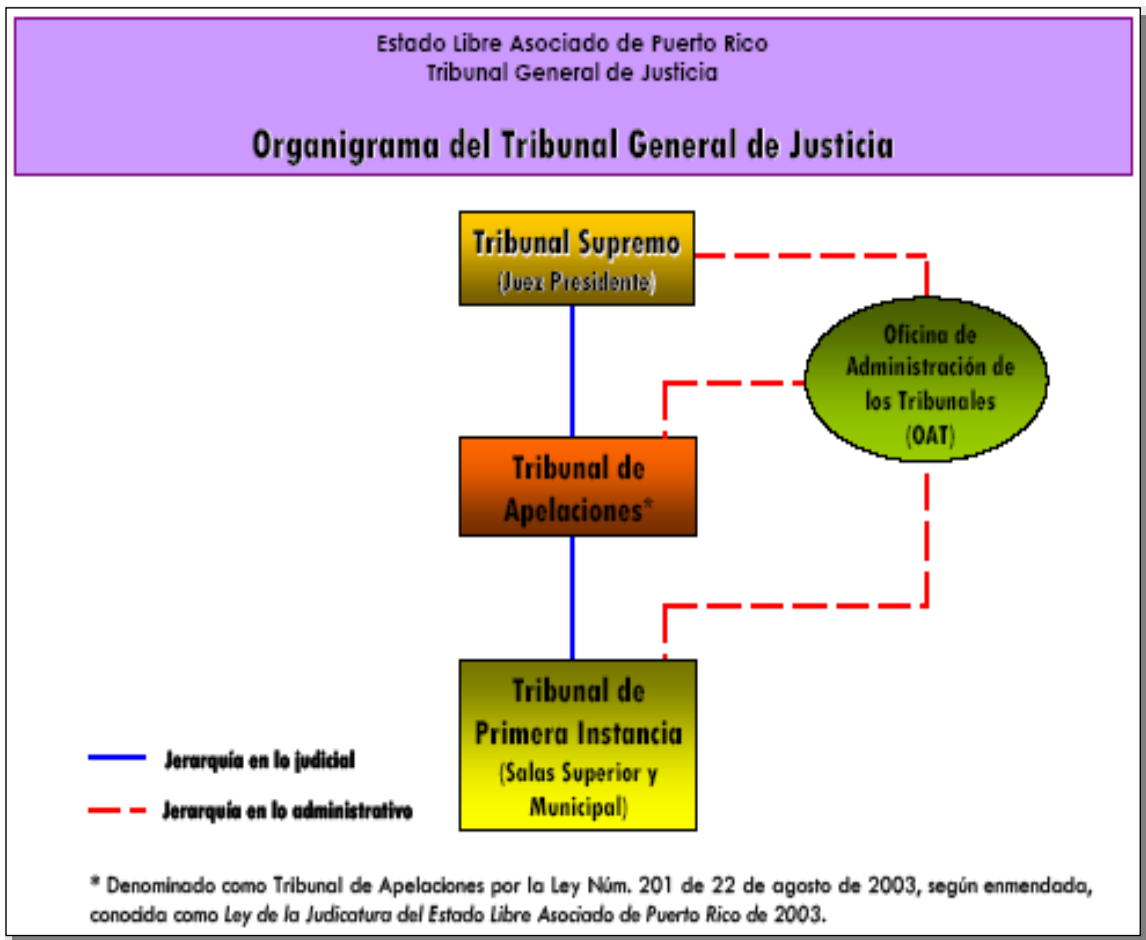
All proposals must be submitted in compliance with the requirements established in this RFP.

2 Description of the Judicial Branch of Puerto Rico

2.1 Organizational Chart of the General Court of Justice

Article V of the Constitution of the Commonwealth of Puerto Rico establishes a unified judicial system with regards to jurisdiction, operation, and administration, and expressly creates the Supreme Court of Puerto Rico as the last instance court. Consistent with the current legal framework, the position of Administrative Director of the Courts assists the Chief Justice in performing administrative duties. As for the other courts that comprise the judicial system, the Puerto Rico Legislative Assembly has the authority to create, modify, or eliminate them as well as determining their competence and organization.

As previously mentioned, the organizational structure of the Judicial Branch is made up of the judicial and administrative areas. The judicial area includes the Supreme Court, the Court of Appeals, and the Court of First Instance. The administrative area is embodied in the Office of Courts Administration.



The Puerto Rico Supreme Court (PRSC) is comprised of a Chief Justice and eight (8) Associate Judges, all of which serve until the age of 70. The PRSC's main function is interpreting the Constitution and the laws of the Commonwealth of Puerto Rico. It is also tasked with determining the constitutional validity of any state-level statutes and any official government action. In addition, the PRSC has eleven (11) offices or dependencies that support the implementation of its judicial and administrative functions under the current legal system:

1. Secretary of the Supreme Court
2. Library of the Supreme Court
3. Board of Bar Examiners
4. Judicial Evaluation Commission
5. Bureau of Translations
6. Office of the Central Investigation Panel
7. Secretariat of the Judicial and Notarial Conference
8. Bureau of Administrative Services
9. Office of Notarial Inspection (ODIN)

10. Office of The Compiler and Publicist

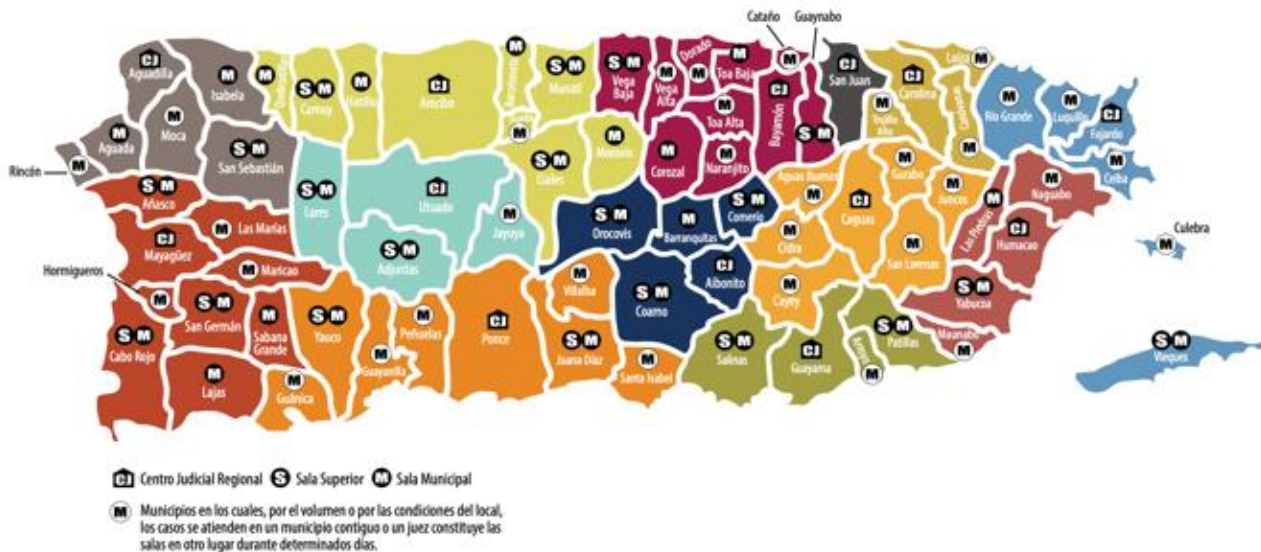
11. Continuing Legal Education Program

The Court of Appeals is comprised by 39 Appeals Judges, working in panels of 3 or 7 judges, who are appointed for 16 years, or serve until the age of 70, whichever occurs first. The Court of Appeals reviews judicial decisions or opinions of the Court of First Instance as well as final decisions of administrative agencies of the executive branch. The Court of Appeals is based in San Juan, Puerto Rico.

The Court of First Instance is a Court of original general jurisdiction with the authority to act in any case or controversy that arises within the national demarcation of Puerto Rico. The Court of First Instance is comprised of 253 Superior Judges and 85 Municipal Judges, who are appointed for 12 years, or serve until the age of 70, whichever occurs first. The Judiciary Act of 2003, as amended, defines the competence of Superior and Municipal Judges.

The Court of First Instance is divided into thirteen (13) Judicial Regions, each with its assigned geographic area. Each Judicial Region has a Judicial Center in each region's host municipality, with both Superior and Municipal courtrooms. In addition, there are Superior and Municipal courtrooms in other municipalities attached to each region.

The judicial regions are: 1) Aguadilla, 2) Aibonito, 3) Arecibo, 4) Bayamón, 5) Caguas, 6) Carolina, 7) Fajardo, 8) Guayama, 9) Humacao, 10) Mayagüez, 11) Ponce, 12) San Juan and 13) Utuado. Each Judicial Region is directed by a Regional Administrating Judge, who is supported from a managerial standpoint by a Regional Executive Director, a Regional Secretary, and a Regional Marshall.



2.2 Organizational Chart of the Office of Courts Administration

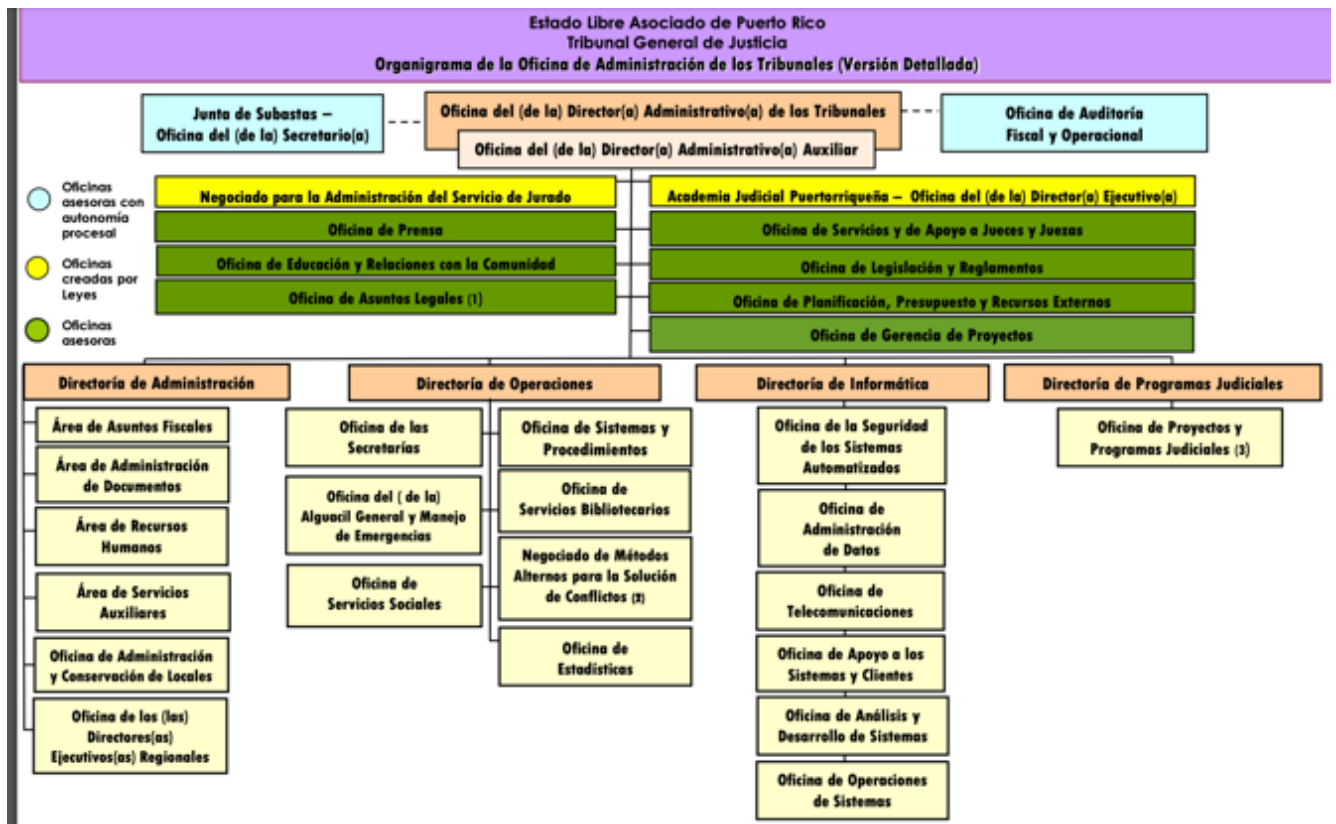
The Constitution of the Commonwealth of Puerto Rico entrusts the Chief Justice with the administration of the Judicial Branch and provides for the appointment of an Administrative Director of the Courts to lead administrative functions. The full Supreme Court also has an

important function in this regard, as it has the authority to approve the administrative rules that govern the Judicial Branch.

For the administration of the courts system, the Chief Justice is supported by the Office of Courts Administration (OAT by its Spanish acronym), which is led by the Administrative Director. OAT's general functions are as follows:

- Implement a uniform administrative system to support and expedite judicial processes.
- Enforce the established administrative procedures to ensure consistency, continuity, and efficiency in service provision.
- Request and justify the public funds required for operation of the Judicial Branch.
- Serve as a facilitator of the courts system, providing adequate human resources, physical facilities, and fiscal support within established budgets.
- Implement and maintain IT systems that serve as an instrument for the dissemination, planning, direction, operation, and evaluation of the Judicial Branch's administrative activities.
- Evaluate the impact that legislative measures may have on the judicial system.
- Investigate matters of misconduct by the personnel of the Judicial Branch, including judges, except for Supreme Court judges.
- Legally represent the Judicial Branch and its personnel in judicial proceedings when legal representation is not assigned to the Puerto Rico Department of Justice.
- Make recommendations to the Chief Justice on operational improvements to the courts system, judge assignments and transfers, and implementation of orders issued by the Chief Justice to improve administration of the General Court of Justice.

Both the Court of Appeals and the Judicial Regions of the Court of First Instance have Regional Administrating Judges and Regional Executive Directors who answer to the Chief Justice and the Administrative Director of the Courts with regards to compliance with administrative rules and Judicial Region operations. All Regional Administrating Judges are members of a consulting body called the Judicial Advisory Council.



2.3 Office for Notary Inspection

The Office for Notary Inspection (ODIN for its Spanish acronym), attached to the Office of the Chief Justice of the Supreme Court of Puerto Rico, is in charge of supervising and guiding notaries who exercise the notarial function within the Commonwealth of Puerto Rico, as well as serving the public that visits its different offices: 1) Director's office; 2) General Registry of Notarial Competences (Powers of Attorney, Wills, Notarial Reports and Marriage Capitulations); 3) Registry of Non-Contentious Matters before the Notary, and 4) Trusts.

Additionally, ODIN manages Notarial Archives divided into districts that cover Puerto Rico's jurisdiction.

2.4 Directorate of Information Technology

The Directorate of Information Technology (IT Directorate) develops and implements the information technology and communications infrastructure plan for the Judicial Branch; maintains the administrative information systems, and protects the data of the Judicial Branch. The IT Directorate provides services such as maintenance and repair of IT equipment as well as training, support, and recommendations on the use of technology. Additionally, it continuously reviews the operation and efficiency of the computing equipment to identify improvements or adjustments to optimize performance. Likewise, the IT Directorate establishes security requirements for all information systems and associated equipment.

3 RFP Content

OAT has organized this document to ensure that proposers can gain an adequate understanding of the overall design and requirements associated with the solution component(s); the expected service levels agreements (SLA's), and the deliverables to be contracted. This RFP is aligned with current law and the rulemaking of the Judicial Branch regarding procurement of goods and services.

3.1 Disclaimer

All information contained in this RFP, including technical and regulatory requirements, appendices and attachments, reflect data and records available in OAT at the time the RFP document was prepared. OAT does not guarantee the accuracy of such information, and will not be responsible for errors or omissions, including those that may be identified later. Any information or statistical data in this RFP is provided for the sole purpose of providing a frame of reference to proposers and should not be construed as a guarantee of accuracy.

4 Information about the RFP

4.1 Invitation for Proposal Submissions

OAT hereby encourages qualified proposers interested in participating in this RFP process to submit a proposal according to the rules, requirements, and dates established herein.

4.2 Purpose

The purpose of this RFP is to provide potential proposers with enough information to allow them to prepare and submit proposals for OAT's consideration.

The OAT, on behalf of the Judicial Branch, will be reviewing proposals from qualified proposers interested in providing the solution component(s) requested in this RFP.

4.3 Scope

This RFP establishes the requirements for all proposals to be submitted and includes:

- Instructions regarding the proposals to be submitted and the materials to be included.
- Requirements the proposers must address to be eligible for consideration.
- Other requirements that must be met by proposers in the delivery of the solution and/or services.
- Conditions established by OAT related to the contract award.

4.4 Contact Information

This RFP is published by OAT's Procurement Office, on behalf of the Judicial Branch. The Procurement Office is the **sole point of contact** for all matters related to this RFP.

Proposers **may submit written questions only** to request clarification of any requirement included in this RFP. All questions shall be addressed to:

Office of Courts Administration
Procurement Office
Request for Proposal No. 23-02 RFP
World Plaza Building
268 Muñoz Rivera Ave. 14th Floor
San Juan, Puerto Rico

(787) 641-6600 ext. 5481 / 5485

Questions can also be submitted via e-mail to the following address:

- rfp23-02@poderjudicial.pr

Written responses to duly submitted questions will be distributed to potential proposers who send in a letter of intent for this RFP. Written responses to the questions will be considered an integral part of the RFP process. The responses will be incorporated into the official RFP documents and will be part of the resulting contract(s) between OAT and any selected proposer(s).

4.5 Itinerary and Key Dates

The following is the proposed itinerary for the RFP process:

Dates	Description
June 8 th , 2023	RFP publication date
June 20 th 2023	Deadline to submit letters of intent
June 27 th , 2022	Deadline to submit questions about specifications
July 7 th , 2023	Deadline to notify replies to questions
July 31 st , 2023	Deadline to submit proposals
August 30 th , 2023	Projected date for notification of the order of negotiation
September 14 th , 2023	Projected date for start of negotiation based on established order
September 27 th , 2023	Projected date of RFP adjudication and notification

The projected dates for the notification of the negotiation order, for the start of negotiations, and the final award of the RFP, may be subject to change by the OAT without the need to amend the RFP. In such cases, OAT will notify those proposers who submitted proposals or who were included in the order of negotiation, as applicable.

Unless specified otherwise in this RFP, the cut-off time for each stated **deadline is 5:00 PM** Atlantic Standard Time (AST) (UTC-04) (Puerto Rico time-zone) of the respective date.

A proposer can withdraw its proposal on or before the date and time established as the proposal submission deadline.

Any amendment to the RFP document will be notified up to two (2) working days before the deadline established for proposal submission when the amendment pertains to requirements modification or additional information that must be included in the proposal, or one (1) working day before the deadline established for proposal submission when the amendment does not impact proposal presentation.

Proposers interested in participating in this RFP must take into consideration all amendments when responding to the RFP.

4.6 Letter of Intent

All proposers interested in submitting proposals in response to this RFP must notify OAT through a **duly signed** letter of intent before the deadline specified in the itinerary.

The letter of intent must include: the name, title, mailing and physical address, telephone number, and e-mail of the executive or officer authorized to enter contractual obligations with OAT on behalf of the proposer. Any amendments to the RFP issued after the original publication will be sent to all proposers that submitted a letter of intent within the established deadline.

The proposer can e-mail its **duly signed** letter of intent **as an attachment** no later than **11:59 PM** AST on the date indicated in Section [4.5](#) (Itinerary and Key Dates), at the following e-mail address:

- rfp23-02@poderjudicial.pr

However, the proposer can opt for submitting the signed letter personally before the Procurement Office, no later than the **date and time (5:00 PM)** established in Section [4.5](#) (Itinerary and Key Dates), at the following address:

Office of Courts Administration
Procurement Office
Request for Proposal No. 23-02 RFP
World Plaza Building
268 Muñoz Rivera Ave 14th Floor
San Juan, Puerto Rico

(787) 641-6600 ext. 5481 / 5485

If the proposer ultimately submits a proposal, it must include a copy of the **duly signed** letter of intent.

4.7 Availability

This RFP will be available on the web portal of the Judicial Branch. Any proposer who did not receive a direct invitation may obtain a copy of the RFP at the following office:

Office of Courts Administration
Procurement Office
World Plaza Building
268 Muñoz Rivera Ave. 14th Floor
San Juan, Puerto Rico

(787) 641-6600 exts. 5481 / 5485

5 General Requirements

To be eligible for the contract award resulting from this RFP, a proposer must submit a proposal that best complies with all the requirements established in this document, including the format and content requirements established herein.

5.1 Proposal Submission

Proposals must be submitted in a sealed package and must include the following:

- One (1) original proposal in hard copy
- One (1) copy of the proposal in hard copy
- One (1) electronic copy on a USB drive with all of the proposal content, using files in Word, Excel, Project, and PDF formats, as further explained in this section.

To properly identify the files during the proposal evaluation phase, the USB must contain a separate file for each requirements section (Administrative, Technical, and Financial), which must follow the same structure as the printed version requested in Section [5.3](#) (Sections and Binding). The proposer must use the following naming convention for each file:

- For the administrative section: "23-02 RFP_ADM_XXXX_YYMMDD", where "XXXX" represents 4 characters that identify the proposer, and YYMMDD is the submission date.
- For the technical section: "23-02 RFP_TEC_XXXX_YYMMDD", where "XXXX" represents 4 characters that identify the proposer, and YYMMDD is the submission date.
- For the financial section: "23-02 RFP_FIN_XXXX_YYMMDD", where "XXXX" represents 4 characters that identify the proposer, and YYMMDD is the submission date.
- Examples:

- 23-02 RFP _ADM_Cmp1_210415
- 23-02 RFP _TEC_Cmp1_210415
- 23-02 RFP _FIN_Cmp1_210415

Special provision for Administrative and Technical sections: The file corresponding to **both** Administrative and Technical sections must be presented in readable and searchable PDF format.

The entire documentation package, including the USB drive, must be delivered at the following address no later than **5:00 PM** AST on the date indicated in Section [4.5](#) (Itinerary and Key Dates):

Office of Courts Administration
Procurement Office
Request for Proposal No. 23-02 RFP
World Plaza Building
268 Muñoz Rivera Ave. 14th Floor
San Juan, Puerto Rico

(787) 641-6600 ext. 5481 / 5485

Any submitted proposal, along with its attachments and documents, will not be returned to the proposer and will be and remain the property of the Judicial Branch.

5.2 Deadline for Submission of Proposals

Proposers must submit their documentation packages no later than 5:00 PM AST on the date indicated in Section [4.5](#) (Itinerary and Key Dates).

Late submittals will not be reviewed nor considered. Proposals sent via fax or e-mail will not be accepted.

5.3 Sections and Binding

Every proposal must contain **all sections** (administrative, technical, and financial).

- Each section must be presented and bound separately so that it can be handled and reviewed separately from the other sections. However, the **Financial Section** must be in a **sealed envelope separate** from the administrative and technical sections. The information requested in the administrative, technical, and financial sections, including the USB drive, will comprise the documentation package.
- **Each response must indicate the section number and page number of the RFP to which the response refers and must be numbered identically to the corresponding requirement of the request for proposal** (i.e.: the response to section 7.1.4.2 must be identified in the proposal identically as 7.1.4.2 or indicate the section and/or exact page where the answer to section 7.1.4.2 can be found).
- Proposers should make sure that no section is left unanswered, even if the section does not call for a response.

5.4 Identification of Sections

Each printed and bound section must include the following information on its cover:

1. Name and address of the proposer
2. Request for Proposal No. 23-02 RFP – Notary Electronic Signature Solution
3. Administrative / Technical / Financial Section (whichever applies)
4. Date set as the deadline for submitting the proposal.

5.5 Table of Contents

Each section (Administrative, Technical, and Financial) must include an individual table of contents. Each section must be presented and itemized in the same order as specified in this RFP, consistent with the second bullet in Section [5.3](#) (Sections and Binding). Proposers should abstain from using their own numbering format.

5.6 Document Signatures

Each section (Administrative, Technical, and Financial) must include a cover letter **duly signed** by the proposer's authorized representative. If a Corporate Resolution is required to credit the person's capacity to appear on behalf of the proposer, a Corporate Resolution must be included.

5.7 Proposal Content Acceptance

Once a proposer submits a proposal, and without prejudice to the evaluation and negotiation phases by OAT, its content could be contractually binding with OAT if the proposer(s) is(are) ultimately selected. Limitations or inconsistencies attributable to the proposer that prevent compliance with proposed terms and conditions will be sufficient cause for OAT to end any pending evaluation or negotiation, as well as to terminate a signed contract, and pursue any legal remedies available.

5.8 Evaluation Committee

As per Article XIV(A)(1)(e) of the *Rules for Formal Bids*, the Administrative Director will appoint an Evaluation Committee responsible for evaluating the goods and services offered in submitted proposals. The Evaluation Committee will analyze the submitted proposals according to the requirements in the RFP, and can establish an order of negotiation with those proposers that best comply with the requirements.

Likewise, the Evaluation Committee will have the faculty to amend a requirement, in which case its President will notify an amendment notice to the proposers who submitted proposals. The complexity of the amendment will be considered when defining the term to provide proposers for answering the amendment notice.

Once completed the evaluation of proposals, the Evaluation Committee will submit a report to the Administrative Director, recommending:

1. to authorize the start of negotiations according to the order of negotiation established by the Evaluation Committee, or
2. to cancel the RFP.

5.8.1 Establishment of the Order of Negotiation

As per Article XIV(A)(1)(e) of the *Rules for Formal Bids*, once the Administrative Director makes a decision based on the recommendations of the Evaluation Committee, the latter will notify in writing an established order of negotiation or the cancellation of the request for proposal, and only to those proposers that submitted proposals in response to the RFP.

If there are more than one solution component, each will have its own order of negotiation.

The notified order of negotiation will be final for purposes of requesting reconsideration as stated in Section [5.14](#) (Request for Reconsideration) of the RFP and the Article XVIII of the *Rules for Formal Bids*.

5.9 Negotiation Committee

As per Article XIV(A)(4) of the *Rules for Formal Bids*, once the order of negotiation is notified and after the term to request reconsideration has expired, the Administrative Director may designate a Negotiation Committee that will initiate negotiations, following the formalities required in government procurement, or may delegate this task to the Bid Board of the Judicial Branch.

The negotiation process will be successive, starting with the proposer in the first place of the established order of negotiation. If OAT does not reach a favorable agreement during negotiation with such proposer, OAT reserves the right to terminate negotiations and proceed to negotiate with the next proposer and so forth.

5.9.1 Adjudication of the RFP

Pursuant to Article XIV(4) of the *Rules for Formal Bids*, upon reaching a favorable agreement, the President of the Negotiation Committee or the Secretary of the Bid Board, as applicable, will notify the adjudication of the RFP, which means the selection of proposal(s). The notification will be made to proposers who submitted proposals, the Head of Purchasing and the office that petitioned the RFP.

The notified adjudication will be final for purposes of requesting reconsideration as stated in Section [5.14](#) (Request for Reconsideration) of the RFP and the Article XVIII of the *Rules for Formal Bids*.

5.10 Awarding of Contract

Upon adjudication of the RFP, and if no requests for reconsideration have been submitted in the term allowed to do so, OAT will award a contract to the selected proposer(s).

The contract(s) to be awarded will be drafted and approved by OAT's Office of Legal Affairs, according to the terms and conditions of this RFP, and representations in the selected proposal(s), including agreements reached during the negotiation phase.

The proposed language in the contract drafted by OAT will not be subject to negotiation, including, but not limited to, terms and conditions associated with liability limits, insurance policies, compliance with tax or government contracting laws, and contract resolution or termination. In addition, the following clauses will not be subject to modification or negotiation, except in circumstances where applicability can vary according to laws and regulations; if a clause or clauses are not applicable to the proposer, and/or if the clauses are not in the best interest of the Judicial Branch:

- (a) Clauses regarding the description and nature of the goods and services to be acquired or contracted by OAT according to the specifications of this RFP and the content of the selected proposal(s).
- (b) Invoicing
- (c) Waivers or limitations of liability
- (d) Pecuniary interest
- (e) No employee relationship or contract incompatibility
- (f) Fringe benefits
- (g) Workers' compensation
- (h) Duty of loyalty
- (i) Confidentiality
- (j) Compliance with professional standards
- (k) Breach of contract, negligence, or abandonment
- (l) Prohibition of assignment
- (m) Prohibition of delegation
- (n) Subcontracting
- (o) No waiver
- (p) Termination
- (q) Governing law, interpretation, and jurisdiction
- (r) Entire agreement
- (s) Rendering services without a contract
- (t) Comptroller's Office registration

OAT reserves the right to reject the addition of any clauses or contractual responsibilities that in any way condition, modify, or alter the scope of the requested services, the selected proposal(s) and any agreement reached during the negotiation phase. Likewise, no additional contractual clauses or responsibilities that conflict with the terms and conditions herein will be accepted.

Before contract execution, OAT will retain the ultimate discretion, according to its operational needs and availability of funds, to determine whether to acquire the proposed solution in part or in whole.

During the term of the contract(s), for services to be contracted as a result of this RFP, OAT may, on the same grounds, eliminate or reduce the scope of any solution component(s). OAT will have a notification and tracking mechanism in place so that the service provider's invoicing reflects the adjustments in the scope.

However, during the term of the contract(s), OAT may, on the same grounds, amplify the instances of the solution provided or add services or products that are inherent to its functionalities, following the formal requirements in government contracting.

5.11 Proposal Rejection

OAT reserves the right to reject any or all proposals; waive, at its discretion and for just cause, any requirement in the submitted proposals, and accept or reject any portion of a proposal in the best interest of the Judicial Branch.

5.12 Cancellation of Request for Proposal

OAT reserves the right to cancel this request for proposal at any time, without any penalty or further obligation, before contract signing.

5.13 Challenge to the Request for Proposal

Any organization interested in submitting a proposal who does not agree with the request for proposal process, has the right to challenge it within three (3) business days following notification of the availability of the RFP document.

The challenge to the request for proposal process must be submitted in writing to the Head of Purchasing. The communication must detail the specific objections and the basis for such objections. The Head of Purchasing will refer the communication for consideration by the Evaluation Committee once it is appointed.

Within five (5) business days after the challenge has been filed, the Evaluation Committee will make one of the following decisions:

1. reject the challenge and order that the RFP process continue;
2. amend the request for proposal and reissue it; or
3. cancel the request for proposal.

If the challenger is not satisfied with the Evaluation Committee's decision, it will have a term of five (5) business days to submit a request for reconsideration to OAT's Administrative Director.

5.14 Request for Reconsideration

Pursuant to Article XVIII of the *Rules for Formal Bids*, any party adversely affected by any of the

following decisions may request reconsideration before the Administrative Director of the Courts:

1. the award of a negotiated purchase;
2. a decision by the Evaluation Committee regarding a challenge to the request for proposal or;
3. the proposer order established by the Evaluation Committee for proposal negotiation.

The request for reconsideration must be submitted in writing within five (5) business days from the date a copy of the notification of the challenged decision is filed on record. If the notification's filing date is different from the mailing date, the term will be calculated from the mailing date. If the date is different, the petitioning party must prove the date on which the notification was made.

The request for reconsideration must contain clear, reasonable, and specific grounds, and be accompanied by documentary evidence supporting the allegations, if applicable. The request must specify the RFP number.

In addition, the petitioner must certify that a copy of the request for reconsideration has been delivered to each of the parties notified in the contested decision, the Head of Purchasing, and to the Bid Board when the latter intervenes. Any request for reconsideration that does not comply with the requirements established in this subsection will be rejected outright.

The presentation of any request for reconsideration will paralyze the process for the solution component(s) or item(s) specified in the request for reconsideration.

5.14.1 Reconsideration Procedure

1. The Administrative Director of the Courts will refer the request for reconsideration to the Office of Legal Affairs, which will investigate and issue a recommendation in response to the referral once the investigation is completed.
2. The Bid Board, the Evaluation Committee or the Negotiation Committee, as applicable, will submit its comments to the Office of Legal Affairs within a term of ten (10) working days from the presentation of the request for reconsideration. The Office of Legal Affairs will examine the submitted comments, the corresponding file and any other pertinent evidence, and may summon witnesses if deemed necessary.
3. The petitioning party may request an informational meeting with the Office of Legal Affairs to present evidence that is considered essential towards resolving the request for reconsideration. The petitioning party must submit a request in writing with all the grounds that justify granting such a meeting. The Office of Legal Affairs will have the discretion to grant or deny the meeting request, based on the grounds outlined in the latter.
4. Once the review and analysis of all collected evidence is completed, the Office of Legal Affairs will issue its recommendations to the Administrative Director.
5. The Administrative Director will consider the recommendations and issue his/her final decision.
6. The Office of Legal Affairs will notify the Administrative Director's final decision to all interested parties within a term of five (5) days after decision issuance. The notification will certify that all parties have been properly notified. The notification will be sent by regular mail.

5.15 Judicial Review

Pursuant to Article XIX of the *Rules for Formal Bids*, any party adversely affected by the Administrative Director's decision may request a judicial review before the Court of Appeals within a term of ten (10) days from the date a copy of the notification of the Administrative Director's final decision is filed on record. If the decision's filing date is different from the mailing date, the term will be calculated from the mailing date. If the date is different, the petitioning party must prove the date on which the notification was made. The appellant must also notify such action to the Administrative Director and all interested parties.

The presentation of an appeal for judicial review before the Court of Appeals shall not have the effect of paralyzing the proceedings associated with the Administrative Director's decision.

5.16 Incurred Expenses

OAT will not be responsible for any expenses incurred by proposers as a result of preparing and submitting proposals or as a result of activities related to contract negotiation and execution, including legal expenses related to challenging the determinations of the Administrative Director.

5.17 Participation by Local Businesses

One of OAT's goals is to promote the participation of local corporations, service providers, and small businesses in the delivery of the requested solution component(s). Therefore, local businesses should be employed whenever and wherever possible.

5.18 Funds Availability

The financial obligations that can be incurred by the Commonwealth of Puerto Rico's government each fiscal year depend on the funding levels approved by the Legislature in its consolidated budget. For this reason, non-availability of funds will be sufficient grounds for OAT, at its sole discretion, to cancel the RFP, to not execute the contract, rescind it, or reduce the contracted financial obligations.

5.19 Indemnification

The proposer shall indemnify OAT, its employees and representatives or agents, for all claims, damages, expenses, and attorney's fees incurred as a result of any negligence, culpable act, or omission by the proposer or its employees, agents, and sub-proposers or sub-contractors, according to the terms and conditions of the contract resulting from this RFP.

6 Administrative Section

6.1 Executive Summary

The administrative section must contain an executive summary of no more than 5 pages, that describes:

- Proposer's clear understanding of the requirements in this RFP.
- Proposer's approach and the solution and services to be provided to OAT in response to this RFP.

6.2 Experience

This RFP requires that proposers have at least three (3) years' experience in each offered solution component. Experience of any sub-proposers participating in the proposed solution component(s) must also be informed to OAT.

Proposers must include a list of client references that can validate:

1. Name and contact information for an individual in the client organization that can corroborate the reference.
2. Type of goods and/or services provided to the client reference(s) and that relate to the solution requested in this RFP.
3. The proposer must indicate the commercial name or corporate entity at the time it provided the goods and/or services.

6.2.1 List of all Sub-proposers and/or Suppliers

The proposer must include a list of all the sub-proposers and/or suppliers that would be part of the proposed solution and describe their role in it.

6.3 Additional Content

Each proposer must include the following information in the Administrative Section of its proposal.

6.3.1 Signed Letter of Intent

The proposer must include a copy of the signed letter of intent that was sent according to Section [4.6](#) (Letter of Intent).

6.3.2 Proposer's Contact

The proposer must include the contact information (name, address, telephone number, and e-mail) of the executive or officer authorized to enter contractual obligations with OAT on behalf of the proposer.

6.3.3 Corporate Resolutions

A corporate resolution that confers the executive or officer signing the letter of intent the authority to enter contractual obligations with OAT on behalf of the proposer. If a corporate resolution is not applicable, an affidavit conferring such authority to the person signing the letter of intent.

6.3.4 Documentation Certifying Financial Stability

Proposers must demonstrate the financial capacity to take on the obligations resulting from this RFP. To comply with this requirement, the proposer may submit a copy of the Corporations Report submitted to the Department of State of the Commonwealth of Puerto Rico or **audited** financial statements for the last three (3) years.

In submitting their proposal, the proposer and its sub-proposers, if any, represent that they have the financial capacity to provide the proposed solution component(s) and service(s) to OAT.

6.3.5 Government Certifications and Documents

1. Certification issued by the Puerto Rico Department of State crediting proposer's authorization to do business in the Commonwealth of Puerto Rico.
2. Certification issued by the Puerto Rico Department of State stating that proposer is in Good Standing and has complied with sending its annual reports required by the General Corporations Act of the Commonwealth of Puerto Rico.
3. Certification issued by the Puerto Rico Department of Labor and Human Resources to the effect that there is no outstanding debt for the following programs:
 - a. Unemployment and Temporary Incapacity (SINOT) Insurance
 - b. Driver's Insurance.
4. Certification issued by the Administration for Child Support (ASUME) that certifies that, as an employer, proposer is complying with salary-retention orders as to employees with child support obligations.
5. Negative Certification of Debt issued by the State Fund Insurance Corporation.
6. Certification issued by the Municipal Revenue Collection Center (CRIM), indicating that proposer has rendered tax returns for movable property in the last five (5) years.
7. Certification issued by the Municipal Revenue Collection Center (CRIM) showing that no taxes are owed on all concepts.
8. Certification of Income Tax Filing, Model SC 6088 of the Puerto Rico Department of Treasury, indicating that proposer has filed its tax returns for the last five (5) years, or, if applicable, Model SC 2888 (*Manual Correction to Certification of Income Tax Filing*). If proposer did not file taxes for any of the last five (5) years, it will submit model SC 2781 along with the other certifications.
9. Negative Certification of Debt, Model SC 6096 of the Puerto Rico Department of Treasury, indicating proposer has no outstanding debt.
10. If proposer has any debt outstanding with one of these agencies, and it has entered a payment plan, proposer will submit evidence of the plan's existence and that it is complying with the corresponding payment plan(s).

6.3.6 Bid Bond

Any proposer submitting a proposal must post a bid bond to guarantee the proposal price. The amount of the deposit must be 15% of the offered price. The bid bond must be valid for the entire term of the evaluation, negotiation and awarding of the RFP.

All required bonds must designate the **Secretary of the Treasury** as obligee. The acceptable forms of bond are: (1) certified check, (2) postal or bank money orders, or (3) insurance bond issued by an insurance company duly licensed by the Commissioner of Insurance of Puerto Rico. Bonds will not be accepted for amounts less than those required or designating an obligee that is not the Secretary of the Treasury. Failure to comply with this requirement **will lead to the rejection of the proposal or annulment of the proposer's selection.**

Upon adjudication of the RFP, and if no requests for reconsideration have been submitted in the term allowed to do so, OAT will return all the submitted bid bonds, except those of the selected proposing parties. The bid bonds corresponding to those parties will be returned upon contract execution.

If a request for reconsideration is submitted, all bid bonds will be held until the reconsideration request is resolved. Once the Procurement Office is notified that all reconsiderations have been resolved, the bid bonds will be returned following as per the previous paragraph.

6.3.7 Performance Bond

The selected proposer(s) must submit a performance bond to the Procurement Office no later than ten (10) business days **following the notification of the adjudication of the RFP.** The performance bond will guarantee the execution of the contract. The amount of the performance bond must be equivalent to 15% of the total contracted cost for the proposed solution(s). OAT will return this the performance bond when the term of the contract expires.

All required bonds must designate the **Secretary of the Treasury** as obligee. The acceptable forms of bond are: (1) certified check, (2) postal or bank money orders, or (3) insurance bond issued by an insurance company duly licensed by the Commissioner of Insurance of Puerto Rico. Bonds will not be accepted for amounts less than those required or designating an obligee that is not the Secretary of the Treasury.

Delay in complying with this requirement may lead to the annulment of the proposer's selection.

The bond must be issued by an insurance company duly licensed by the Commissioner of Insurance of Puerto Rico. The performance bond must be valid for the entire term of the contract resulting from the award of the RFP.

6.3.8 Affidavit of Government-Funded Contracts (Appendix 10.1)

The proposer must submit an affidavit as per Act No. 2-2018 (Anti-corruption Code of Puerto Rico) as detailed in Appendix 10.1 (Affidavit of Government-Funded Contracts).

6.3.9 Certification for the Administrative Section (Appendix 10.2)

The proposer must complete and submit Appendix [10.2](#) (Certification for the Administrative Section).

6.3.10 Affidavit on Independent Price Determination (Appendix 10.3)

The proposer must submit an affidavit as detailed in Appendix [10.3](#) (Affidavit on Independent Price Determination).

6.3.11 Litigation

The proposer must detail and describe any current litigation; complaints, grievances, or administrative proceedings; or actions such as misdemeanors or unsatisfactory interpretation involving municipal, state, or federal government related to the solution components in this RFP.

If there are no such current litigation, complaints, grievances, or proceedings the proposer must certify so in this section. If said certification is incorrect, incomplete, or false, OAT and/or the Evaluation Committee may proceed in accordance with Section 9 (Evaluation Criteria Weights).

6.3.12 Exceptions to Specifications, Terms and Conditions, and Requirements

OAT invites proposers to submit questions and/or concerns about contractual terms and conditions, requirements, and/or demands in the RFP prior to the deadline in Section [4.5](#) (Itinerary and dates).

Any exceptions, warnings, expectations, or additional information regarding the specifications, terms, and conditions, and/or requirements in the RFP must be submitted in writing and enumerated, with clear explanations and cross-references to applicable RFP sections.

OAT may authorize exceptions to this RFP as a result of responding to proposer questions and/or concerns, and only under the condition that such exceptions do not substantially alter the RFP's terms and conditions. OAT may accept requests for exceptions to the specifications and requirements stated herein. If a proposer's request for exceptions is rejected, the proposer may withdraw their proposal prior to the deadline to submit proposals, as stated in Section [4.5](#) (Itinerary and Key Dates). OAT reserves the right, at its sole discretion, to accept or reject any exceptions requested by proposers.

Notwithstanding the foregoing, OAT reserves the right, at its sole discretion, to accept or reject additional information from a proposer such as appendices, documents, terms, or conditions, that is presented after proposal submission.

6.3.13 Comments, Limitations, or Additional Information

Any exceptions, warnings, or additional information regarding the proposer's responses to any section of the RFP must be submitted in writing and enumerated, with clear explanations and cross-references to applicable RFP sections.

6.3.14 Penalties

OAT will apply penalties or discounts to the monthly invoices submitted by the contracted proposer(s) due to non-compliance with the established service levels, as provided in the associated contract.

In order to ensure that the contracted proposer(s) provide uninterrupted service as contractually agreed, OAT has established service and performance standards in the Technical Section of this RFP for the requested solution component. OAT is interested in ensuring compliance with the outlined service standards through payment retention mechanisms, as well as adjustments to the payments to be made under a duly awarded contract.

The foregoing does not preclude OAT from exercising its right to present any claims against the contracted proposer(s) due to breach of contract, negligence, culpable acts, or omissions in its execution.

In submitting a proposal, the proposer accepts that OAT may apply penalties or discounts to its monthly invoices due to non-compliance with the established service levels.

6.4 Administrative and Personnel Security and Safety

The proposer will be responsible for ensuring the integrity of its operations with regards to OAT and the continuity of any personnel assignments. The proposer must guarantee it has evaluated the personnel that will be part of its OAT client team to ensure that the delivery of contracted services is adequately carried out.

6.5 Inspections, Checks, and Investigations

OAT reserves the right to inspect, examine, investigate, or review the facilities, files, reports, personnel, and any other aspect related to the services contracted with the contracted proposer(s).

6.6 Evaluation Criteria and Weight of the Administrative Section

The administrative section of all submitted proposals will be evaluated in terms of completeness of required information, format and content according to the requirements established in the following sections and their respective subsections as well as the proposer's compliance with the administrative requirements established in the current Section (Administrative Section) and/or any other information that OAT and/or its Evaluation Committee may require.

- 6.1 Executive Summary
- 6.2 Experience
- 6.3 Additional Content and its subsections
- 6.4 Administrative and Personnel Security and Safety
- 6.5 Inspections, Checks, and Investigations

The proposer's score in the administrative section of the proposal will have a relative weight of **5%** towards the total score for the proposed solution.

7 Technical Section

Proposers may be subject to producing information, documents, or certifications, as required, in the context of judicial or administrative procedures related to the requested solution component(s).

If the RFP contains more than one solution component, for whichever the proposer does not make an offer, please include the following statement at the beginning of the section: "Proposer is not submitting a solution or offer for this solution component."

Proposers are expected to include a narrative description, along with diagrams and other documentation, that clearly demonstrates their understanding of the technical requirements of the RFP, and that they intend to fully and optimally meet the requirements set out for each solution component for which a proposal is submitted. The proposer must clearly include how their proposed solution meets the minimum requirements established in each section. The proposal must refer to each applicable section of the specifications in this request for proposal.

The information that must be included under the technical section of the proposal is described below.

7.1 Solution Component - Notary Electronic Signature Solution

7.1.1 Current Situation

To this day the notarial function itself is done manually, requiring handwritten signatures from notaries and appearing parties in the notarization of documents, and only following a rigorous protocol to identify parties and authenticate signatures. As the notarial function in Puerto Rico is derived from latin notary law, it has particular formal requisites that notaries must abide by and comply with to grant a notarized document the authenticity and legality needed to deem it valid and effective.

The Judicial Branch oversees the notarial function of all notaries authorized to perform said duty within the jurisdiction of the Commonwealth of Puerto Rico, as per the Notarial Act of 1987, as amended; the Notarial Regulations of 1995, as amended; administrative orders, memoranda and resolutions issued by the Chief Justice or the Supreme Court of Puerto Rico, and the advisories issued by the Office of Notarial Inspection (ODIN for its Spanish acronym).

Pursuant to the aforesaid faculty, on September 1, 2021, the Judicial Branch deployed SIGNO Notarial, a new, improved system for notaries to file their monthly and annual reports of notarial activity; submit requests and make other transactions of administrative nature before ODIN.

In accordance with the progressive integration of technology in the notarial function, on October 18, 2021, the Chief Justice issued Order OAJP-2021-085 to adopt and implement the recognized electronic signature for notarial matters in Puerto Rico. This signature will allow expanding the matters that the notary will be able to process electronically through a systematic development in phases. In a first phase, the notarial electronic signature will be used in notarial matters that are the responsibility of the ODIN for the purpose of notaries presenting the reports, notifications and requests allowed through SIGNO Notarial. Specifically, this first phase will apply to the electronic presentation and processing of the following matters:

- Notice of notary bond
- Appointment of substitute notary
- Notice of change of notarial seat (office)
- Delivery of documents prior to inspection of notary books and records
- Applications for the issuance of Certificate of Notarial Work
- Application for authorization to change notary seal, signature, flourish, and sign.
- Voluntary cessation of notarial practice
- Applications filed with the registries under the Office of Notarial Inspection for the issuance of certificates of records
- Applications for the two District Archives of Notarial Protocols administered by the Office of Notarial Inspection (ODIN) for the issuance of simple and certified copies of notarial instruments
- Any other application, notice, communication, or certificate that is filed with the Office of Notarial Inspection.

In later phases, the development of the notarial electronic signature should allow notaries to authorize public documents by affixing their electronic signature. Likewise, these functionalities must allow their expansion to enable the electronic signature of grantors, witnesses and third parties as well as information exchange with government and private institutions as part of the notarial functions. The foregoing, observing the legal requirements applicable to the Puerto Rican notary and as authorized by law.

7.1.2 Conceptual Methodology

To address the need of incorporating technology to the notarial practice, and pursuant to Act No. 196-2007, which grants the Chief Justice the faculty to authorize the use of electronic signatures in matters related to such critical function, on October 18, 2021, the Chief Justice issued Administrative Order No. OAJP-2021-085 (Order), to implement the notarial electronic signature in a way that improves the efficiency and agility of the notarial practice, while upholding this duty's principles and fundamental characteristics that provide authenticity and legality to transactions within the legal traffic.

In order to obtain a long-term solution that aligns with the Order, and according to the regulations regarding procurement of goods and services of the Judicial Branch, OAT has decided to initiate this RFP process.

7.1.3 Notarial Electronic Signature Solution Requirements

The technical requirements for the solution are as follows.

7.1.3.1 *Technical Requirements*

- The notarial electronic signature must be of the type known as **qualified electronic signature**, since it features the highest level of security and truthfulness.

Qualified electronic signature refers to the signature made with a qualified certificate issued to identify the signer. The certificate consists of an electronic document that links

the signer's data and the signature's validation to the unequivocal identification of the signer.

- Proposer must submit the proposal based on one of the following two (2) licensing models:
 - Per user for a minimum of 8,400 users or
 - Per device for a minimum of 8,400 devices

Proposer must itemize and break down the costs per block increments under the Financial Section using Annex 10.4 (Annex Cost Breakdown).

- The solution **must** enable the Judicial Branch of Puerto Rico to be the Registration Authority (RA) that can determine who can have a certificate issued and can use the electronic signature.
- The qualified electronic signature **must** comply, at a minimum with:
 - Asymmetrical cryptography
 - A recognized certificate issued by a certifying entity (Certifying Authority), that:
 - links a signature verification data to a specific signer and
 - confirms the signer's identity.
 - The certificate **must** be generated, managed and used through a secure device.
- Proposer **must** specify if its proposed solution comprises:
 - Local qualified electronic signature - signature hosted on the signer's device, which can be a cryptographic card, USB token or cryptographic seal software, **OR**
 - Centralized qualified electronic signature - signature and qualified certificate are located in a single repository on a secure and supervised server.
- Proposer will detail what its proposed solution requires in terms of software and hardware. Consequently, proposer must present the recommended architecture of the solution and its diagram.
- Solution **must** include features, mechanisms and/or safeguards that ensure that any and all electronic signatures were used within the jurisdiction of the Commonwealth of Puerto Rico.
- Signature options may include typing in a name and selecting among various automatically created e-signature styles and fonts, hand written digital ink signature using a finger, mouse, stylus or smart pen, or uploading an e-signature graphic.
- Since notaries may use different operating systems and browsers, the solution **must** be able to work on any operating system and browser, including mobile versions.

- The solution should include an application programming interface (API) to allow integration to or communication with OAT's systems, data sets related to notaries and the notarial function, automatic document signature validation and authentication or for integration with other systems outside OAT, for example.
- The signed and authenticated document must be generated in a PDF file format in order to link the file with a specific notary public in OAT's databases.
- The proposed solution should allow users to determine the placement of components such as initials, signatures, seals, rubric or signs, in the document.

7.1.3.2 *Regulatory compliance*

- The solution **must** comply with regulatory requirements that render the generated documents valid and acceptable for legal purposes within the jurisdictions of Puerto Rico and the United States, including the federal government. Proposer will specify the standards or regulations that its solution complies with, which must coincide with those recognized by the Puerto Rico Innovation and Technology Service (PRITS). For more information on PRITS standards, please visit <https://www.prits.pr.gov>.¹
- The solution **must** adhere to accessibility parameters under Sec. 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d).
- If the proposed solution is web-based, it **must** comply with accessibility parameters established by the *World Wide Web Consortium (W3c)*, better known as *Web Content Accesibility Guidelines (WCA 2.0 Level AA)*.
- The solution must comply with the Federal Electronic Signatures in Global and National Commerce Act (E-SIGN), as amended (15 U.S.C. 96).
- The proposed solution must comply with the Digital Signature Standard (DSS) prescribed in the Federal Information Procesing Standard (FIPS) Publication 186-4.

Proposals that do not comply with **all of** the requirements under this subsection will be rejected.

7.1.4 *Maintenance and Warranties*

- Proposer must detail the applicable maintenance and warranties for hardware, software and any and all deliverables that conform the solution in its proposal.
- If warranties and/or maintenance have a separate cost, the proposer will itemize and break the costs down under the Financial Section, using [Annex 10.4](#) (Annex Cost Breakdown).

¹ OAT has no control over nor responsibility for the content of this web site, as it pertains to an external entity outside the Judicial Branch of Puerto Rico. Use and navigation of such web site will be proposer's entire responsibility.

7.1.5 Technical Support and Service Hours

- The proposer must offer user and system support.
- The proposer must have resources available to provide support during regular and extended hours (Puerto Rico time zone), to handle and resolve situations that can prevent the proper functioning of the solution outside business hours, weekends, and holidays.
- The proposer must have expert resources in the proposed solution, and these resources must be available to provide support as required.
- As applicable, the proposer will notify designated OAT personnel about emergency updates that may be required for the security or operation of the solution as soon as it becomes aware of such need. The proposer must coordinate installation with OAT personnel as soon as possible.

This communication should include the following:

- Description of the update
- Impact if not installed
- Installation time
- Recovery plan (*Rollback* plan) with estimated time of recovery

7.1.6 Service Levels

- Since notaries can exercise their practice without time limitations, the solution must operate 24 hours a day, 7 days a week, 365 days a year.
- The solution must guarantee no less than 99.99% availability, calculated monthly.
- In its proposal, proposer must submit a business continuity plan.

7.1.7 Service Management, Metrics, and Reports

- As a minimum, the solution should allow information gathering for reporting and audit purposes. The proposer must describe or detail the reporting and auditing capabilities of the solution.

7.1.8 Incident Notifications and Resolution Times

- Proposer shall submit its service level agreement (SLA) for the solution.
- The proposer must provide details as to the contact persons to which OAT or end users will request services, notify breakdowns, and communicate regarding the contracted solution and services.
 - The list must include at least the name of the person, position, telephone number, and email.
 - There must be at least one point of contact available 24 hours a day, 365 days a year.

- The proposer must describe the escalation procedures associated with the contact persons.
- The proposer will immediately notify OAT both orally and in writing of any incident. This includes delays in customer service performance, failure to meet service levels, or due dates that will be missed. Similarly, OAT will notify the proposer orally and/or in writing about any incident.
- Both in the notification of incidents and in their resolution, the proposer must maintain an open line of communication to ensure OAT's active participation in the planning, execution, and evaluation of any corrective action taken.
- In case of incidents related to the solution, the proposer must have the capacity and ability to resolve the incident in collaboration with other service providers (e.g., developers, business partners) to meet the established requirements, as well as the procedures to be established with OAT in the case of the contracted proposer.
- The proposer's initial response time to begin diagnosis **must not exceed one (1) hour** from the time the service call or request is made.
- Proposers must include the **maximum resolution times** beyond the previously established **maximum initial response time**.
- The proposers will have a maximum of 48 hours after initial notification where they will report to OAT a description of the nature of the incident, the actions/steps taken to correct the incident, an action plan to avoid similar situations in the future, and the proposer's staff that participated in resolving the incident.
- Also, the proposer must present their capacity for business continuity in case of a catastrophic event. OAT reserves the right to coordinate an audit of the proposer's facilities to ensure such capacity.

7.1.9 Maintenance Windows

- Proposers must notify in writing (via e-mail) to OAT of any maintenance windows that may interrupt the operation of the solution and are not due to an emergency, at least fourteen (14) working days in advance.
- For maintenance windows due to emergencies, proposer will notify OAT no later than seventy-two (72) hours of the occurrence.

7.1.10 Implementation

Requirements associated with implementation must include the following:

- After proposal selection, the selected proposer shall provide a detailed implementation plan as part of its proposal. The implementation scope comprises all the tasks necessary for the successful deployment of the solution.
- The implementation and deployment of the solution should occur in a minimum period of 180 days, which will begin upon project kickoff, and commissioning time should not exceed the period stipulated herein:

<ul style="list-style-type: none"> • Solution component 	<ul style="list-style-type: none"> • The minimum period to complete implementation (calendar days)
<ul style="list-style-type: none"> • Notary Electronic Signature 	<ul style="list-style-type: none"> • 180 days
<p>*The period allotted for the implementation and commissioning of the new solution will begin upon project kickoff.</p>	

- The contracted service levels will be in place upon OAT’s signoff of the deployment of the solution.
- If the proposer does not comply with the contractually agreed implementation project delivery commitments, OAT reserves the right to terminate the contract and make claims on any performance guarantee, bond, or other forms of guarantee included in the contract intended to protect OAT’s interests. None of the foregoing limits the ability of the OAT to make claims in accordance with the contract or any other provided in the relevant laws and regulations.
- Each proposer must carry out the tasks associated with the implementation process according to pre-approved plans and in good faith concerning all involved parties.
- In the event that a contract resulting from this request for proposal is terminated for any reason, OAT will have the right to issue necessary directives to guarantee a complete, orderly, and efficient transition to ensure the continued effectiveness of its operations. The contractors will be obligated to comply with OAT’s directives and to take any available measures to minimize any loss associated with contract termination.

7.1.11 Work Plan

- The proposer must include a work plan with an estimated start date, any required delivery of tangible elements, installation, training and configuration periods along with any interdependencies, as well as all deliverables.
 - For purposes of the work plan, day 0 will be the contract execution date. The dates in the work plan will be denominated from day 0 as "+ n days from day 0", where n is the number of days.
- Due to the complexity of the project and the roles of both internal and external stakeholders of OAT, proposer will commit and be available for coordinating and communicating with them.
- The proposer must comply, as a minimum, with the following:
 - Submit a work plan that demonstrates the feasibility of completing the deliverables within the period established in the implementation section. The work plan must include, at a minimum, the tasks defined as requirements in the following sections:
 - Implementation,
 - Scripts and Tests,
 - User Acceptance Tests and

- Requirements for Knowledge Transfer, Training, and Documentation of Products, Services, and/or Processes.
- Demonstrate the proposer's commitment to supporting OAT's concurrent efforts associated with this project and proposer's capability of assuming the responsibilities associated with this contract.
- Identify how the proposer will monitor the project progress against planned tasks and activities.
- Identify and address risks, including the flexibility to allocate additional resources, if necessary, to ensure the timely completion of project milestones and deliverables.

7.1.12 Scripts and Tests

After a proposal is selected, the selected proposer shall prepare and submit for OAT's approval test scripts for the proposed solution. The scripts must contemplate all technical and operational areas of the proposed solution and indicate the expected result for each specific test. The tests must be completed fifteen (15) working days before the contracted solution is commissioned. This time requisite must be considered in the preliminary work plan to be submitted as part of this RFP.

7.1.13 User Acceptance Tests

Each proposer must prepare and submit for OAT's approval test scripts for user acceptance tests. User acceptance tests must be completed at least fifteen (15) days before the contracted solution is commissioned. The purpose of these tests is to provide OAT the opportunity to fully assess the functionality and operational readiness of the proposed solution and validate compliance with the requirements established in the RFP. The scope of the user acceptance test must include, at a minimum, the following components: security, recovery, interoperability, and system interfaces, among others.

7.1.14 Requirements for Knowledge Transfer, Training, and Documentation of Products, Services, and/or Processes

Each proposer must meet, at a minimum, the following requirements:

- Knowledge transfer should occur during the project timeline. It must be aimed at the users who will administer and/or directly use the implemented solution component(s), as well as any designated OAT technical personnel (database administrators, programmers, telecommunications, and security specialists, among others).
- The proposer must provide adequate access and training (not knowledge transfer) related to the tools that designated OAT personnel will use to operate the solution. Training shall be provided to a maximum of 30 users.
- The selected proposer will be responsible for designing and developing methods to ensure adequate training and operational effectiveness.
- All training materials and documentation will be subject to OAT's prior approval.
- All the documentation related to the project, including training materials, must be generated in Spanish.

- The selected proposer’s project manager or contact person for solution implementation, as well as the resources that interact with OAT personnel assigned to the project, must be fluent in Spanish.
- Training materials and documentation associated with the implemented solution component(s) should be updated throughout the life of any support and maintenance agreement to reflect design changes, policy changes, and modifications to operational procedures.
- OAT will retain ownership of all training materials generated by the selected proposer. Training video will be recorded live, and kept by OAT for further training purposes, and must comply with accessibility parameters (i.e., lip reading, closed captioning, etc.).

7.1.15 OAT Responsibilities

The selected proposer must implement the proposed solution in collaboration with OAT’s IT Directorate, as well as with ODIN. The personnel assigned to the implementation project by the Judicial Branch will have the following roles and responsibilities:

- A designated OAT contact person will validate all functional and technical specifications related to any acquired equipment.
- Specify in writing any changes to technical configurations, management protocols, incident reporting processes, and any other relevant specifications so that the selected proposer can meet the stipulated service levels.
- Provide contact lists of the concerned offices in all of OAT or the Judicial Branch’s facilities.
- Inform the selected proposer’s project manager or contact person regarding any non-working days of the Judicial Branch.
- Coordinate required activities with Judicial Branch personnel.
- Submit any requests for planned downtime due to required changes or maintenance to OAT’s Change Advisory Board (CAB).
- Escort selected proposer staff in restricted Judicial Branch facility areas to support service coordination and provision.

7.1.16 Out of Scope

- As applicable, proposer should disclose or describe in detail, any services, deliverables, components or items that are excluded from its proposed solution.

7.1.17 Evaluation Criteria and Weight of the Technical Section

The Technical Section of all submitted proposals will be evaluated, among other matters, in terms of content, applicability of the proposed solution and level of compliance as per the requirements established in the following sections and their respective subsections:

- [7.1.3](#) Requirements
- [7.1.4](#) Maintenance and Warranties

- 7.1.5 Technical Support and Service Hours
- 7.1.6 Service Levels
- 7.1.7 Service Management, Metrics, and Reports
- 7.1.8 Incident Notifications and Resolution Times
- 7.1.9 Maintenance Windows
- 7.1.10 Implementation
- 7.1.11 Work Plan
- 7.1.12 Scripts and Tests
- 7.1.13 User Acceptance Tests
- 7.1.14 Requirements for Knowledge Transfer, Training, and Documentation of Products, Services, and/or Processes

The proposer's score in the Technical Section of the proposal will have a relative weight of **65%** towards the total score for the proposed solution component.

8 Financial Section

The information to be included under the financial section is detailed below.

8.1 Cost Breakdown

For purposes of costs, proposer must consider the possibility of a annual growth in the quantity of users or devices of **approximately 1.5%**.

Proposers must provide the information requested in **ANNEX 10.4 (Cost Breakdown)**. Proposers are encouraged to offer the most cost-effective solution that optimally and fully meets the requirements described in this request for proposal. The financial section must include prices for all products and services that are part of the proposer's solution.

As part of the negotiation process, the OAT may request a best and final offer (BAFO) from proposers, according to the order established.

The prices offered will be understood to be valid for the duration of the Contract, as well as any amendments and/or renewals as appropriate.

8.2 Evaluation Criteria and Weight of the Financial Section

The financial section of all submitted proposals will be evaluated based on lowest to highest cost.

The proposer's score in the financial section of the proposal will have a relative weight of **30%** towards the total score for the proposed solution component.

9 Evaluation Criteria and Weights

9.1 Evaluation Criteria

The evaluation process of proposals will be rigorous. Regardless of the number of solution components requested in this RFP, each one will be evaluated individually.

The order of negotiation will be based on a scoring system for the Administrative, Technical, and Financial sections according to the requirements established in the RFP. The order of negotiation will be established from highest to lowest total score for the corresponding solution component. In that regard, the negotiation will begin with the proponent who has had the highest aggregate valuation on the three sections and, if an agreement is not reached, it will continue with the next proponent, subsequently.

At any moment during the evaluation phase, OAT and/or the Evaluation Committee reserve the right to request additional information from proposers or clarifications to validate compliance with the requirements of the RFP after the proposal submission deadline. Such faculties include, without limitation:

- Individual meetings the Evaluation Committee can hold with proposers during the evaluation phase to clarify aspects related to their compliance with RFP requirements or to make presentations regarding technical aspects of their proposals. The Evaluation Committee will have the sole discretion of determining the allotted time for the presentations and their format.
- Requests from the Evaluation Committee to proposers to make their facilities available for a site visit.

Providing false or fraudulent information, including documentation, as part of the proposal submitted in response to this RFP will lead to rejection of the proposal and removal from further consideration. In addition, any proposer that submits such false or fraudulent information, including documentation, will be referred to OAT's Office of Legal Affairs and pertinent government agencies to initiate further administrative, civil, and/or criminal actions.

The evaluation weights assigned to each section (Administrative, Technical, and Financial) are included at the end of Sections 6, 7, and 8 respectively, in subsections 6.6, 7.1.17, and 8.2.

9.2 Weights

The Office of Courts Administration (OAT) will designate an Evaluation Committee (EC) that will be responsible for:

1. Answer the questions related to the request for proposals.
2. Evaluate the proposals and
3. Establish the order of negotiation for a negotiating committee to proceed with the selection of proposal(s).

The order of negotiation of proposals is based on a scoring system for the administrative, technical, and financial sections in accordance with the requirements established in the RFP.

- The final score assigned to the proponent will include the sum of the points obtained in the administrative section, technical and financial section according to the methodology established herein.

- The proponent with the highest score for each solution will be ranked first in the negotiation order.

Section	Weight	Criteria
Administrative	5%	<ul style="list-style-type: none"> • The proposal for the administrative part will be compared against the requirements of the RFP, and one of these 2 values will be assigned depending on the level of compliance with the requirements: <ul style="list-style-type: none"> ○ 0 – Does not meet the requirements ○ 3 – Complies • Each of the topics will have a “weight” or percentage assigned (see Table 1. Weights of the Administrative Section) that will add up to 100% for the administrative section.
Technical	65%	<ul style="list-style-type: none"> • Each section of the topics included in the proposal for the specific solution will be compared against the requirements of the request for proposals and one of these 3 values will be assigned depending on the level of compliance with the requirements: <ul style="list-style-type: none"> ○ 0 – Does not meet the requirements ○ 3 – Meets the requirements ○ 5 – Exceeds requirements • Each of the sections or topics will have a "weight" or percentage assigned (see Table 2. Weights of the Technical Section) that will add up to 100% for the solution offered. • The result of multiplying the assigned value(s) (0.3.5) and the percentage mentioned above represents the points assigned to each line or section. The sum of the points represents the “base” score for the technical section of the proponent of the solution being evaluated. • Once all the proposals that are being evaluated in this step are reviewed, the proponent with the highest “base” score will be assigned the total weight of the technical section for said solution, equivalent to 60 points. This represents the net score for this section. The net score for the remaining bidders will be assigned using the following formula: ("Base" score of the proposal being evaluated / Highest "base" score) * 60
Financial	30%	<p>The financial section of the proposal will be evaluated in format and content according to the requirements established in section 8 (Financial Section) and will have a weight of 35% of the final score assigned to the proponent. Points will be assigned as follows:</p> <ul style="list-style-type: none"> • For the evaluated proposal, it will be verified with what is established in the request for proposals. • The committee will make a total calculation of the cost of the solution presented for the term of the contract (in this case 5 years). • In addition, it will be compared with the different proposals of all the proponents. • Once all the proposals being evaluated in this step are reviewed, the lowest cost proponent in the proposal will be

		<p>assigned the full weight of the financial section equal to 35 points. This represents the net score for this section.</p> <ul style="list-style-type: none"> The net score for the remaining bidders will be assigned using the following formula: <p>(Lowest Total Cost/Total Cost of Evaluated Proposer) * 35</p>
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10 Appendixes and Annexes

10.1 Appendix - Affidavit of Government-Funded Contracts

SWORN STATEMENT (SAMPLE FOR REFERENCE)

I, _____, of legal age, single married, and resident of _____, on behalf of _____, organized as a corporation, association, private business or other (specify) _____, holding the position of _____ at the aforementioned organization, do hereby state the following under oath:

My name and personal circumstances are as stated above.

I understand and accept that any natural person or legal entity who wishes to participate in the award of a bid or contract with any government agency or instrumentality, public corporation, municipality, or the Legislative or Judicial Branch to provide services or the sale or delivery of goods, must submit an affidavit signed before a notary, as provided by Section 3.3 of Law No. 2-2018, known as the "Anticorruption Code for the New Puerto Rico."

The undersigned company, _____, or its chair, vice chair, director, executive director, or member(s) of a Board of Officers or Board of Directors, or person discharging similar duties for the legal entity:

Has not been convicted of, nor has pleaded guilty to, any of the offenses listed in Section 6.8 of Law No. 8-2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico", or any of the offenses listed in Law No. 2-2018, known as the "Anti-Corruption Code for the New Puerto Rico."

Has been convicted, or has pleaded guilty to, certain offenses listed in Section 6.8 of Law No. 8-2017, as amended, or certain offenses listed in Law No. 2-2018. In this case, the following is indicated:

Company's Name:

Name of its Subsidiary:

Full Name of the concerned person, as provided in Law No. 2-2018:

Position in the company: _____

Offense: _____

Date (M/D/Y): _____

Country: _____

Forum: _____

I understand and accept that the conviction or guilty plea for any of the offenses listed in the aforementioned laws will bar the natural person or legal entity from bidding or entering into contracts with a government agency or instrumentality, public corporation, municipality, or the Legislative or Judicial Branch for the period provided under Section 6.8 of Law No. 8-2017, or for the term of ten (10) years from the date the sentence was served if no such period is provided. This ineligibility shall apply to any offense, as established above, or its equivalent in Puerto Rico, as well as in the jurisdiction of the United States of America, its states or territories, or any other country.

The company, _____, represented by the undersigned officer, has the duty and promises to continuously and immediately inform if the undersigned, or the entity's chair, vice chair, director, executive director, or member(s) of a Board of Officers or Board of Directors, or person discharging similar duties for the legal entity, is ever convicted or found guilty, or is under investigation for the offenses listed in Section 6.8 of Law No. 8-2017, as amended, or any of the offenses listed in Law No. 2-2018.

I sign this sworn statement pursuant to Law No. 2-2018, and execute the same so that any government entity, public corporation, municipality, or the Legislative and Judicial Branch may know what is stated herein, and for any other administrative or legal purpose.

In witness whereof, I hereby set my hand to this sworn statement in _____, Puerto Rico, on this ____ day of _____.

Declarant's Signature

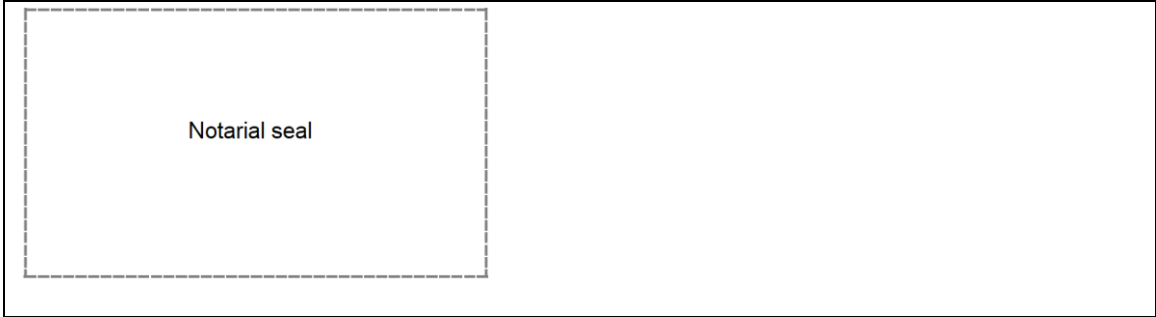
AFFIDAVIT NO. _____

Sworn and signed before me by _____, of the circumstances stated above and whom I identify through _____.

In _____, Puerto Rico, on this ____ day of _____.

Notary's Name

Notary's Signature



10.2 Appendix - Certification for the Administrative Section

**CERTIFICATION FOR THE ADMINISTRATIVE SECTION
OF THE REQUEST FOR PROPOSAL NO. 23-02 RFP**

I, _____, holding the position of _____ at
[name of proposer], on behalf of said organization, hereby certify that the latter:

Has the intention and availability to enter into a contractual agreement under the terms and conditions, specifications, and requirements established throughout this request for proposal. If a contract is awarded as a result of this request for proposal, it acknowledges that the life of the contract shall not exceed five (5) years.

Acknowledges that the contents of its proposal will be effective for 180 days (or 6 calendar months) from the date of notification of the selection of proposals.

It will ensure that, if the contract is awarded, both it and its sub-proposers, if any, will not have contractual commitments that are in conflict or impede the successful performance of the contract.

Name of the Authorized Officer

Signature of Authorized Officer

10.3 Appendix - Affidavit on Independent Price Determination

SWORN STATEMENT (SAMPLE FOR REFERENCE)

I, _____, of legal age, single married, and resident of _____, on behalf of _____, organized as a corporation, association, private business or other (specify) _____, holding the position of _____ at said organization, do hereby state the following under oath:

My name and personal circumstances are as stated above.

For the purpose of the participating on behalf of [name of proposer] in Request for Proposal No. _____, published by the Office of Courts Administration on _____, _____, I hereby state the following:

The prices included in the proposal have been determined independently and without any assessment, communication or agreement with third parties outside [name of proposer] with the intention of restricting competition.

The proposer has not taken and shall not take any action to induce any other natural person or legal entity to submit or abstain from submitting a proposal with the intention of restricting competition.

I further state that:

[name of proposer] has not participated and will not participate in actions that are contrary to the preceding statement, and meets at least one of the following conditions:

- I am the person in the proposer's organization responsible for making decisions regarding the prices offered, or I have been authorized in writing to act as an agent for the persons responsible for such a decision.
- I am not the person in the proposer's organization responsible for making the decision regarding the prices offered here, but I have been authorized in writing to act as an agent for the persons responsible for such decision.

Everything stated herein is the truth to the best of my knowledge and belief, and so I sign this statement for all pertinent legal purposes.

Sworn and signed in _____, Puerto Rico, on this _____ day of _____.

	_____ Affiant's Signature
AFFIDAVIT NO. _____	
Sworn and signed before me by _____, of the circumstances aforementioned and whom I identify through _____.	
In _____, Puerto Rico, on this _____ day of _____.	
_____ Notary' Name	_____ Notary's Signature
<div style="border: 1px dashed gray; width: 30%; margin: 0 auto; padding: 10px;"> Notarial seal </div>	

If you accessed the RFP document through the Judicial Branch's web portal, you can request the following electronic *Excel* file (Annex 10.4) from the Procurement Office using the contact information in Section [4.4](#) (Contact Information).

10.4 Annex Cost Breakdown

Please complete the *Excel* file attached to this request for proposal with the title ANNEX 10.4 (Cost breakdown). The document must be completed according to the instructions in this request for proposal and the instructions tab of Annex 10.4.

The electronic version of the file must be submitted in its original *Excel* format, and can only be modified to add lines for listing items and displaying costs and descriptions.