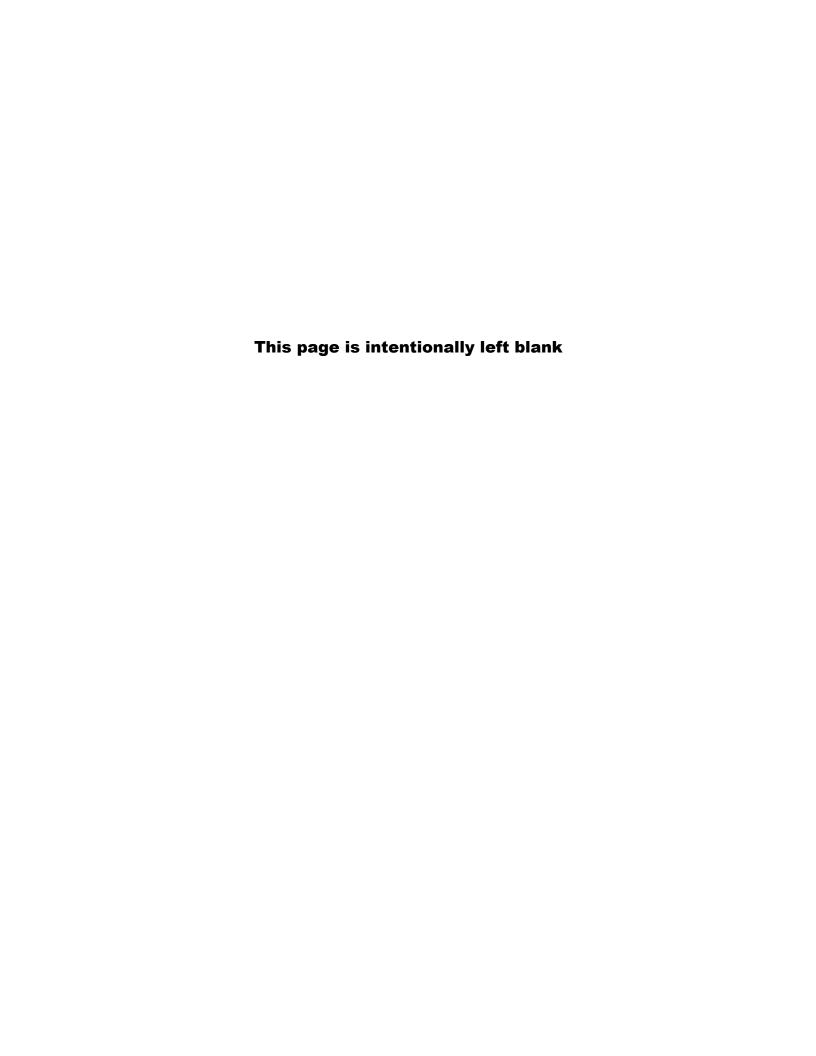


## Puerto Rico Medicaid Program Eligibility and Enrollment System Takeover Request for Proposal

2024-PRMP-MES-EE-004

Due: September 12, 2024





#### Attachment A: Cost Proposal

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

The vendor's cost proposal should provide sufficiently detailed information to allow the PRMP to assess the reasonableness of the vendor's cost. The vendor's cost proposal should be complete for each area identified in **Attachment A: Cost Proposal.** The cost proposal should be built assuming that the E&E System Takeover contract will be active for at least two years (the base term of the contract) with option years. PRMP's goal is to compare total cost to deliver the scope of work in this RFP; therefore, all cost proposals will be evaluated based on a proposed cost and total cost basis.

PRMP will not be liable for or pay any project costs that the vendor does not identify in its cost proposal. The cost proposal should not include exceptions and additional terms and conditions; however, vendors may include assumptions regarding the vendor's cost proposal in the identified tab in **Attachment A: Cost Proposal.** 

**Payment Methodology:** The following bullets detail how payments will be invoiced and managed for all contract phases:

- 1. The vendor will submit implementation project management invoices throughout Phase I of the contract. As payment milestones are completed, the vendor will be allowed to invoice for the full dollar amount associated with that payment milestone.
  - a. Payment Milestone 1: PRMP acceptance of D01 D10
  - b. Payment Milestone 2: PRMP acceptance of D11 D23
  - c. Payment Milestone 3: PRMP acceptance of D24 D31
- 2. Upon initiation of Phase II of the contract, the vendor will submit a monthly invoice for maintenance and operations that is inclusive of the total costs for maintenance and operations (M&O) support, hosting and disaster recovery, applicable deliverables (D32), packaged software, and hardware. These costs and deliverables should be itemized and summarized in a total monthly fee for the system and services provided as a part of this contract. In addition to this monthly fee, the vendor should be prepared to include the total hours utilized from the Modifications and Enhancements Pool as is necessary (see below). The vendor will continue to submit a monthly invoice throughout Phase III of the project. PRMP will withhold the final three months of vendor payments until PRMP is satisfied that the vendor has fulfilled its obligations under this contract.
- 3. The vendor will perform modifications and enhancements as per the vendor's submitted and PRMP-approved Change Management Plan and upon written approval from PRMP. Anticipated changes are not guaranteed. PRMP reserves the right to add or remove from the change management activities.

- a. PRMP will use the "Labor Rates" supplied by the vendor in Attachment A: Cost Proposal Cost Workbook as a rate card for change requests using the Modifications and Enhancements Pool.
- b. PRMP defines modifications to include, but not be limited to, change arising from normal business operations, changes in business rules, and system changes required to maintain compliance with federal regulations and standards. Modifications are to occur ongoing throughout all project/contract phases and will be implemented upon PRMP approval.
- c. PRMP defines enhancements as being inclusive of, but not limited to, changes initiated by PRMP to achieve strategic objectives, implement new programs, and mature business capabilities. Enhancements are ongoing changes made throughout all project/contract phases. Enhancements will only be implemented upon PRMP approval.
- d. PRMP has included a budget of 20,000 hours per year for contract modifications and/or enhancement activities that will be used as part of the scoring and evaluation process. Actual hours needed may be more or less and are not guaranteed to be used. Only those hours approved in writing by PRMP as part of the change management process shall be allowable to be submitted as part of the invoice process.
- e. The resolution of system defects at the fault of the vendor is the responsibility of the vendor. PRMP does not consider costs associated with defect remediation to be modification and/or enhancement activities. Costs attributed to said activities shall be the responsibility of the vendor.

The evaluation committee will evaluate cost proposal scores based on the total price for the full contract term (6 years).

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

Please see the separately submitted Attachment A.

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

#### Title Page

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

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

The vendor should provide the following information regarding the person responsible for completing the vendor response. This person should also be the person the PRMP should

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

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



By signature hereon, the vendor certifies that:

1. All statements and information prepared and submitted in response to this RFP are current, complete, and accurate.

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

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

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

#### 2.1 Payment Address

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

**Table 1: Payment Information** 



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

**Table 2: Legal Notice Information** 



#### Executive Summary

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

#### The Power of the RedMane/PRMP Partnership – Success Against All Odds

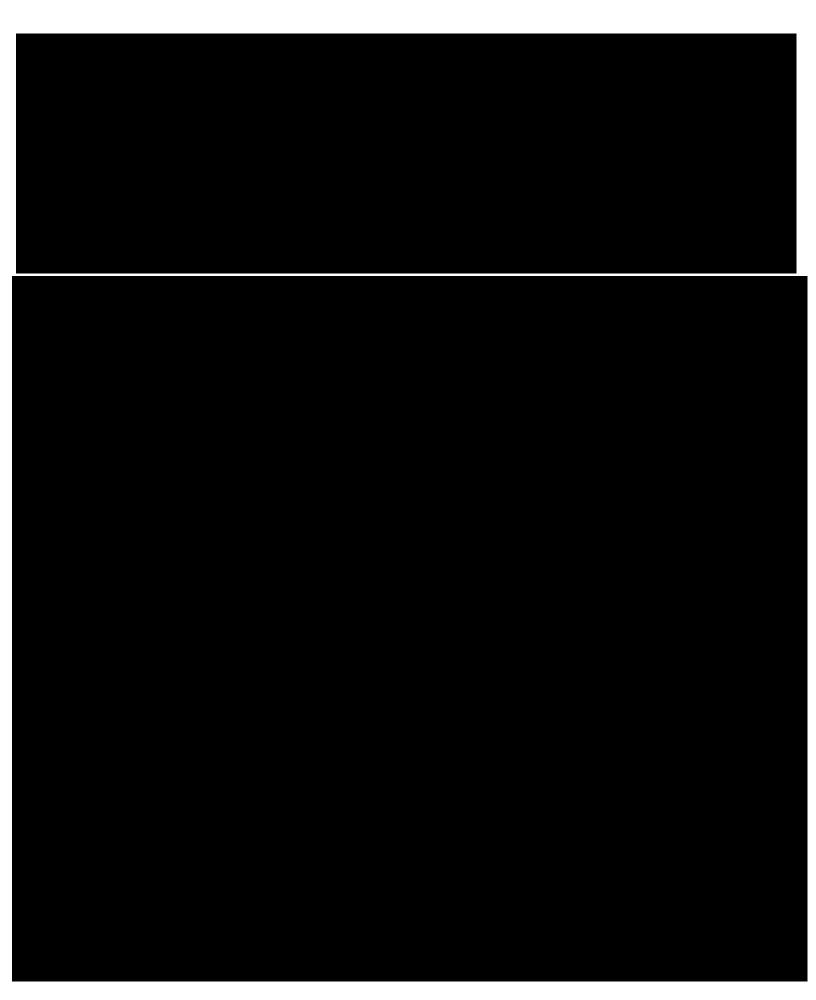
When the Puerto Rico Medicaid Program initiated its Eligibility Modernization Program, PREE, it could not have known the obstacles that lay ahead. Less than a month after RedMane and PRMP first met at the Medicaid Enterprise Systems Conference in 2017, the people of Puerto Rico were dealt an unimaginable blow with the impact of back-to-back Hurricanes Irma and Maria.

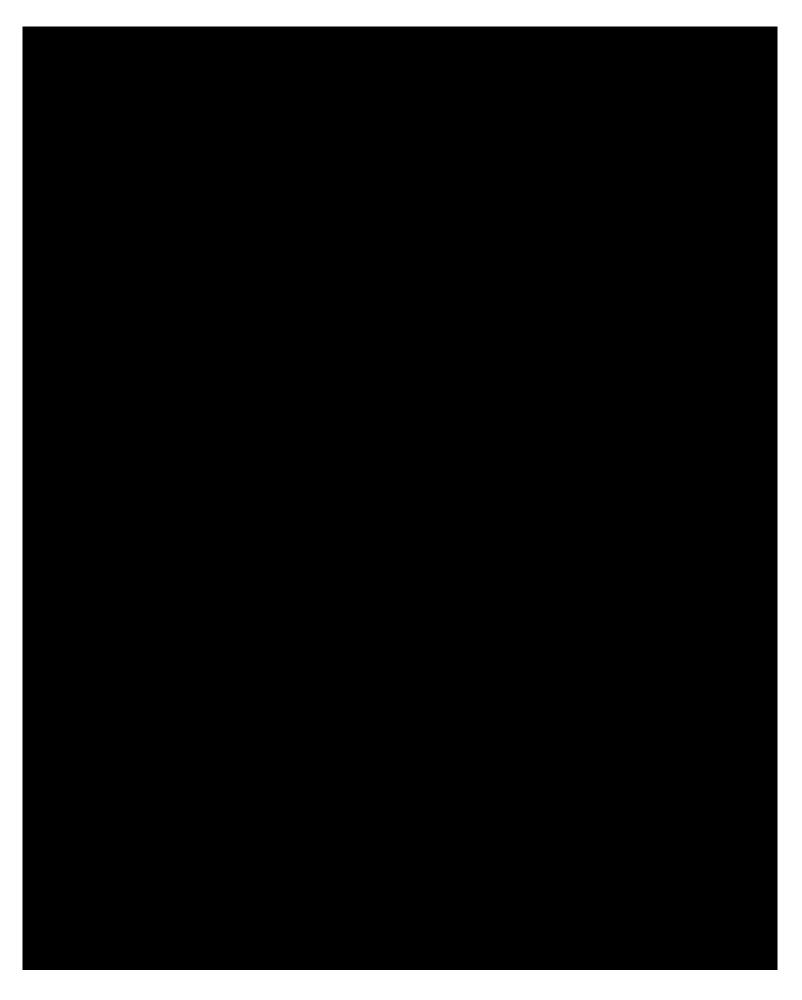
Despite the devastation, PRMP persevered in seeking a modernized system. The impact of the storms made a secure and modern system an even higher priority. Within weeks after the storms, PRMP engaged with RedMane to learn more about our successful implementation of the USVI VIBES system.

In those discussions, we were able to share information and conduct remote demonstrations of the system in advance of the competitive procurement process. Puerto Rico's neighbors in the USVI had also been devasted by the storms, including their on-premises datacenter on St. Croix, which was severely damaged. In the aftermath, RedMane and its people stepped up and, in a matter of three weeks, rehosted the USVI Medicaid eligibility system (built by RedMane and known as VIBES) to the Microsoft Azure Government cloud, providing assurance of system operations and continuity in the event of future natural disasters. We were able to share that success with PRMP and proposed deploying PREE (Now MEDITI3G) on an Azure Cloud architecture as well.

In December of 2017, PRMP initiated a competitive procurement which ultimately resulted in the selection of RedMane. As with any good business partnership, that selection has made a positive impact on both RedMane and PRMP.

Through our six years together, we have literally weathered storms, persevered through major earthquakes, experienced widespread public unrest and resulting changes in administrations, and survived a global pandemic along with the associated impact of changes in Medicaid rules on the people of Puerto Rico.







As we reflect upon our partnership with PRMP, we can recall the numbing impact of seeing a sea of blue tarps from the window of the plane over San Juan in the first days of the project, as Puerto Rico and its people began the rebuilding process in the aftermath of Irma and Maria. Today, as we fly into San Juan, there is not a tarp in sight. The resilience and strength of Puerto Rico has resulted in the rebuilding of the Commonwealth and an economy that is thriving.

Likewise, the strength and resilience of the people of PRMP have resulted in an eligibility platform delivering better outcomes for Puerto Ricans along with broad recognition of PRMP's excellence by its peers and federal partners. RedMane is humbled and proud to have played a role in making that happen. We ask for your continued trust and confidence and the opportunity to continue to work together for the benefit of the people of Puerto Rico.

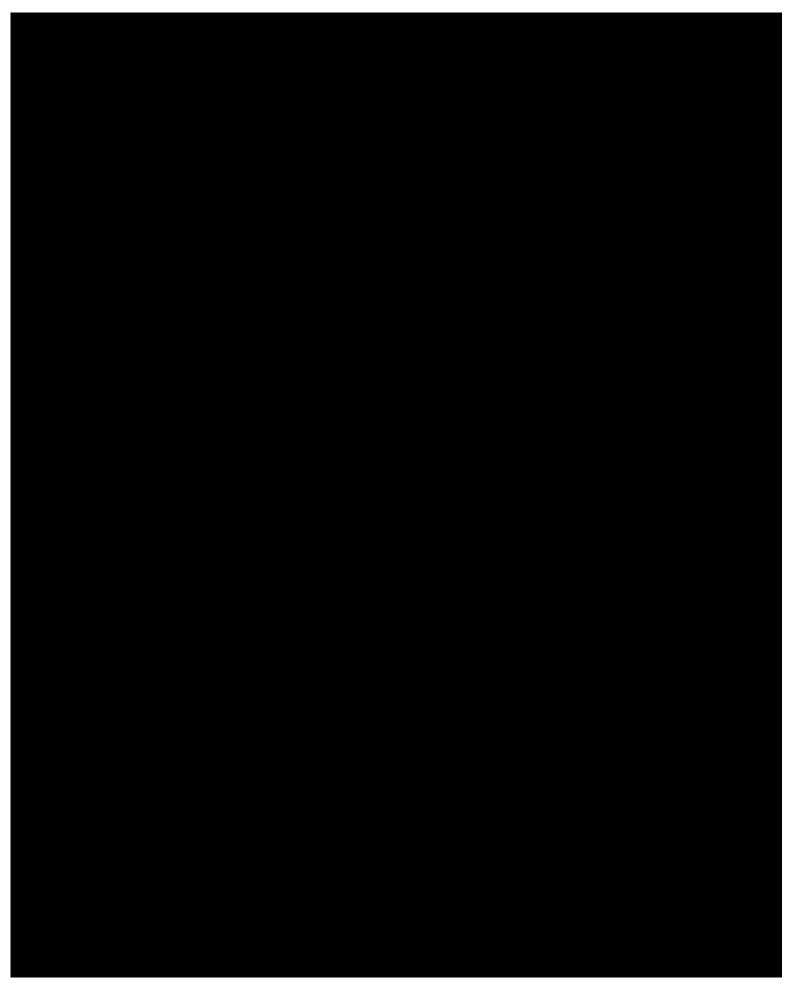
Thank you.

#### • Subcontractor Letters (If Applicable)

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

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





#### Table of Contents

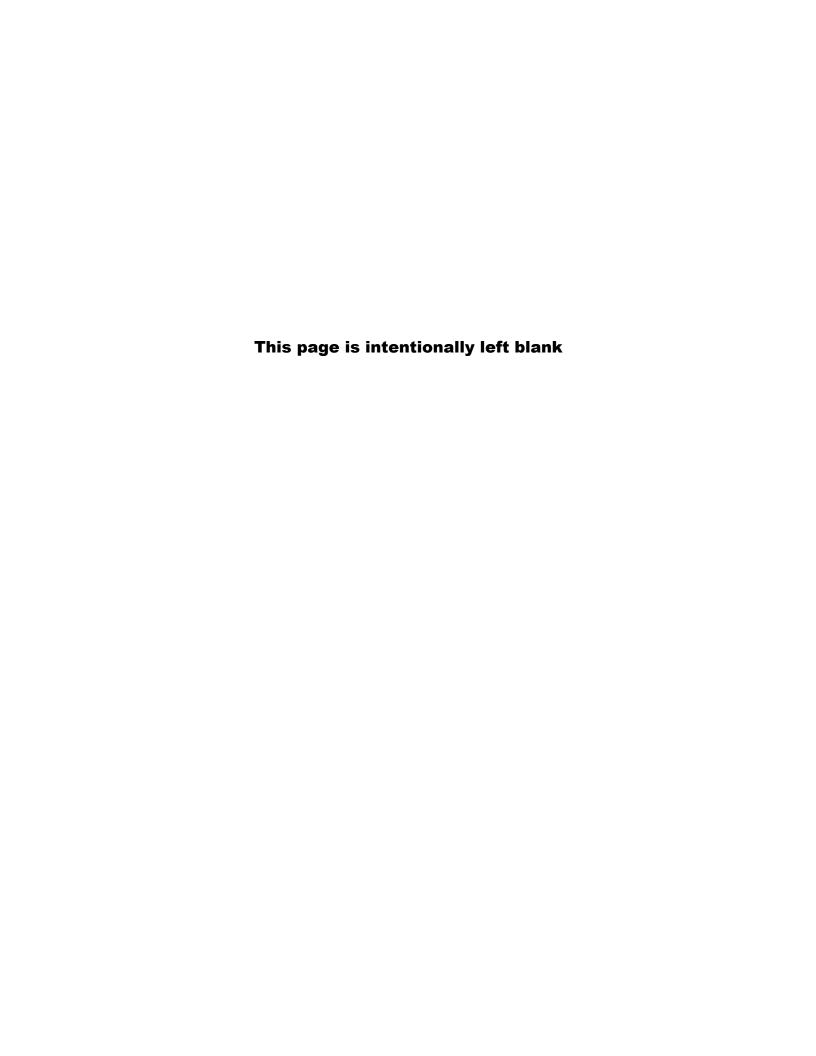
This section should contain a table of contents. The table of contents should include all parts of the proposal, including response forms and attachments, identified by section and page number. The table of contents should also include a table of tables, table of figures, etc.

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#### Disclosure of Response Contents

(Date)

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

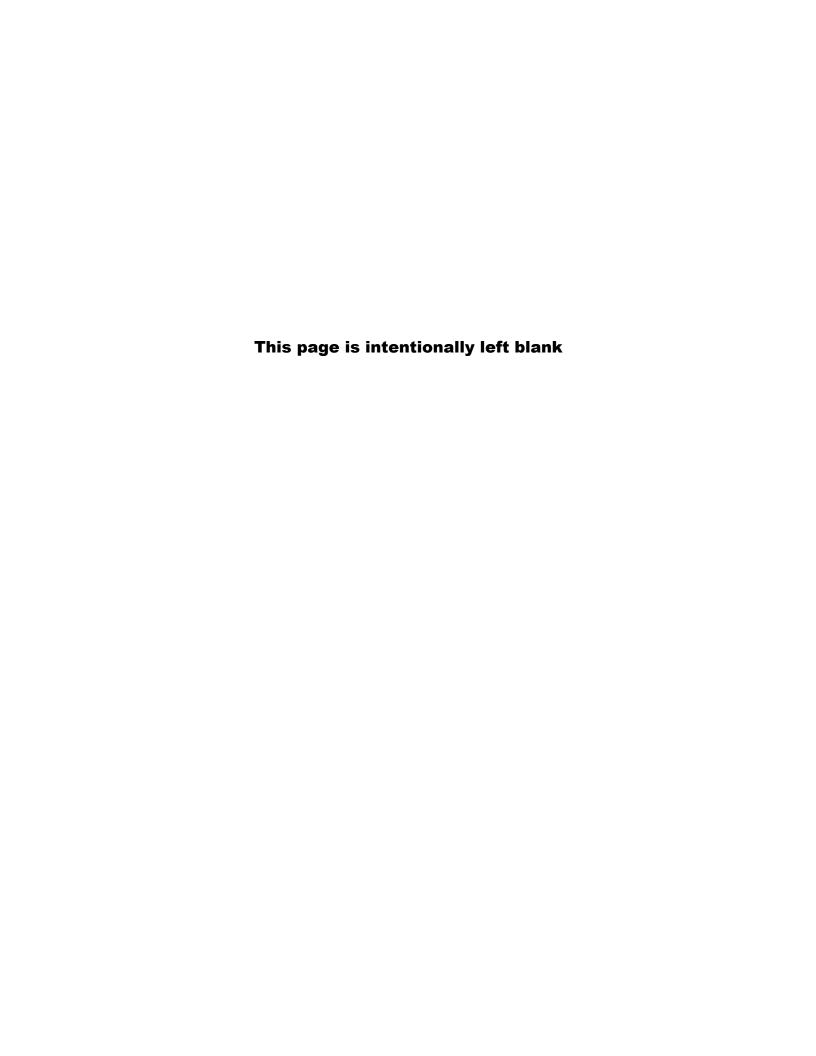
All materials submitted to the PRMP in response to this RFP shall become the property of the Government of Puerto Rico. Selection or rejection of a response does not affect this right. By submitting a response, a vendor acknowledges and accepts that the full response contents and associated documents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

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

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

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

RedMane Technology LLC	
So 4/2014	



#### Attachment C: Vendor Qualifications and Experience

#### **Organization Overview**

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

#### 1.1 Organization Overview

Provide all relevant information regarding the general profile of the vendor. The vendor is not to change any of the pre-filled cells in the following tables.

**Table 3: Vendor Overview** 

Vendor Overview	
Company Name	RedMane Technology LLC
Name of Parent Company (If Applicable)	
Industry (North American Industry Classification System [NAICS])	
Type of Legal Entity	
Company Ownership (e.g., Private/Public, Joint Venture)	
Number of Full-Time Employees	
Last Fiscal Year Company Revenue	
Last Fiscal Year Company Net Income	
Percentage of Revenue from State and Local Government Clients in the United States and its Territories	
Number of Years in Business	
Number of Years Vendor Has Been Providing the Type of Services Specified in the RFP	
Number of Employees Providing the Type of Services Specified in the RFP	
Headquarters in the United States and its Territories	8614 W. Catalpa Ave, Suite 1001 Chicago IL 60656

Vendor Overview	
Locations in the United States and its Territories	Chicago, IL Jefferson City, MO Little Rock, AR

#### 1.2 Subcontractor Overview (If Applicable)

If the proposal includes the use of subcontractor(s), provide all relevant information regarding each subcontractor. This section may be duplicated in its entirety and a page created per subcontractor included. The vendor is not to change any of the pre-filled cells in the following tables.

**Table 4: Subcontractor Overview** 

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

#### **Existing Business Relationships with Puerto Rico**

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



Table 5: Vendor References - Alaska

Contact Name:	
Contact Phone:	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact Email:	
	Contact Phone:  Contact Name: Contact Title:  Contact Phone:

#### Objectives:

Prior to engaging RedMane, the Alaska DPA had a system, installed by a previous vendor, not well understood by the client support staff. The client had been unable to complete any changes or fixes to the system for over five years. The RedMane application maintenance team, along with a RedMane operations technical team, took over maintenance and operations for the AK Alaska's Resource for Integrated Eligibility Services (ARIES) system. As with any transition to another vendor, there were challenges and a significant learning curve; however, RedMane in partnership with the Alaska DPA successfully and smoothly completed the transition. The team has since documented the system and made major enhancements to functionality. The RedMane Team performs regularly scheduled software upgrades, bug fixes, security updates, and functional enhancements.

#### **Description:**

ARIES is used by more than 400 eligibility technicians, administrative staff, and management personnel with DPA. In addition to these users, there are multiple community partners that access the system to assist in the public assistance program administration for the citizens of the State of Alaska.

RedMane contracted to maintain the operations and code of the system, fix existing bugs, and enhance the system to bring it up to date with the business. RedMane has reviewed and documented the existing system and has brought the state to the point where regular maintenance occurs on the system. Releases with bug fixes and enhancements occur on a regular cadence. Using RedMane personnel to maintain and enhance the system has freed up state personnel to complete other necessary work.

#### Vendor's Involvement:

#### **AK ARIES 2021 to Present:**

RedMane works side-by-side with the State of Alaska technical and business staff in a Scrum of Scrums delivery model to provide ongoing maintenance and operations support to help ensure the ARIES Medicaid platform is performing correctly and efficiently, meets applicable security requirements, and is compliant with all federal and state regulations.

Some highlights of RedMane's partnership with Alaska DPA include:

- Takeover and documentation of system.
- MAGI automated renewals: **40% of all MAGI renewals are automatically processed,** providing much-needed assistance and relief to the DPA eligibility workers during the ACA unwinding.
- Azure migration from on premises in the state datacenter: The Azure migration was a significant milestone in DPA's modernization roadmap.

#### **Vendor Information**

- All ARIES technology components upgraded to supported versions: When RedMane began on engagement with Alaska DPA in July 2021, none of the components in the ARIES technology stack were on supported versions.
- Technology upgrades (REST/JSON) for CMS interfaces
- Pregnancy/postpartum certification changes
- Daily SNAP interface to extend MAGI certifications

#### **Key Staff**

#### **Measurements:**

Estimated Costs: N/A Actual Costs: N/A

Reason(s) for change in cost:

N/A -This is a time and materials contract engagement.

#### Reason(s) for change in value:

RedMane's ARIES M&O contract with Alaska DPA is time and materials. The change in the value to our original contract represents the growth of RedMane's partnership with DPA to add additional staff roles requested by DPA leadership to support the ongoing CI/CD process improvements as they are identified. For example, DPA requested additional RedMane development, analyst, and quality assurance staff in the move to a Scrum of Scrums model earlier this year.

Estimated Start and Completion Dates:	From:	7/1/2021	То:	6/30/2025
Actual Start and Completion Dates:	From:	7/1/2021	То:	6/30/2025

Reason(s) for the difference between estimated and actual dates:

N/A. This is a time and materials contract.

If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:

N/A - RedMane is the prime vendor with no subcontractors on this contract.

Table 6: Vendor References - Missouri

Vendor Information		
Vendor Name: RedMane Technology LLC	Contact Name:	
	Contact Phone:	
Customer Information		
	Contact Name:	
	Contact Title:	
Customer Address: 301 West High Street Jefferson City, MO 65101	Contact Phone:	
	Contact Email:	

#### Objectives:

Maintenance and Operations (M&O) of the State of Missouri's MAGI Eligibility Determination and Enrollment system (MEDES). MEDES was initially implemented in 2013 to address the requirements of the Affordable Care Act and is based on the Cúram social enterprise management solution. RedMane took over the M&O of the system in October 2018 and has been providing these services for the last 6 years.

#### **Description:**

In October of 2018, RedMane was awarded the prime contract to take over M&O of Missouri's MAGI Eligibility and Enrollment system (MEDES). We had a remarkably successful transition from the previous DDI and M&O vendor. RedMane took over the maintenance and enhancements of the system, providing support for production data fixes, defect resolution, and enhancements, such as an upgrade of Cúram, DB2, and WebSphere, and the implementation of Medicaid expansion in Missouri. We continue in that capacity to this day.

#### Vendor's Involvement:

RedMane is responsible for M&O of the MEDES system, which includes day-to-day operations and maintenance of the system, as well as all enhancements and upgrades.

Upon initial takeover of the MEDES M&O, much of our initial effort was focused on stabilization and enhanced performance of the system. This included addressing root causes of issues and removing the need for the many data fixes which needed to be run on a regular basis.

Over the years, we have continued to support and enhance the system, including implementation of Medicaid expansion and the many enhancements needed to address both initial implementation of PHE and the unwinding thereof.

In addition, a number of more technical changes have been implemented, such as Cúram upgrades and a RedMane-designed and developed Cúram archiving solution which reduced online storage by 50%.

#### **Key Staff**

# Reason(s) for change in value: Over the 6 years of RedMane's M&O contract, the state has asked us to do more work than they had planned for in the original scope of the contract. This includes changes for Medicaid expansion and PHE.

If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:

RedMane is the prime contractor.

RedMane has been providing services to Missouri's MEDES program for well over 10 years. Beginning in 2013, until we took over the M&O contract in 2018, RedMane served as a subcontractor on the DDI project. As a key, trusted partner to the state from the very beginning of the MEDES project, RedMane was responsible for the Cúram work required to deliver a MAGI system for Missouri to meet the state's important requirement to become ACA-compliant.

Table 7: Vendor References - South Dakota

Vendor Information		
Vendor Name: RedMane Technology LLC	Contact Name:	
	Contact Phone:	
Customer Information		
	Contact Name:	
	Contact Title:	
Customer Address:	Contact Phone:	
700 Governors Drive Pierre, SD 57501	Contact Email:	-

#### **Vendor Information**

#### Objectives:

Implementation of Medicaid Eligibility and Enrollment system built using Cúram platform, followed by four years of M&O. Medicaid eligibility is the state's first program implementation on their path toward integrated eligibility.

#### **Description:**

BEES is the State of South Dakota's new Benefits Eligibility and Enrollment System, implemented in March 2024. The system which was built by RedMane for the Department of Social Services' Bureau of Economic Assistance is a Cúram-based integrated eligibility and enrollment system. This was a combination of a smart transfer of Cúram solutions from previous implementations, Cúram out-of-the-box functionality, and SD-specific customization and configuration to provide functionality for both MAGI and traditional Medicaid (non-MAGI) eligibility and enrollment.

#### **Vendor's Involvement:**

This engagement covers both DDI work and M&O. DDI work on the project included:

- Requirements validation and requirements documentation
- Facilitating joint application design sessions
- Documenting design decisions and required Cúram modifications
- Configuration/development
- Design and development of 27 interfaces between the Cúram application and other systems (internal, federal, and external)
- Testing of configured/developed functions
- Cúram software installation
- Project management activities
- Defect resolution and testing support
- Training
- · Conversion of legacy data
- Implementation

Following successful implementation of the system in March this year (2024), RedMane is responsible for all M&O services.

In addition, a DDI project is now underway for the addition of the state's child care assistance program to BEES. Design is in progress and development has started.

#### Measurements:

Vendor Information	
If the vendor performed the work as a subcontractor, the vendor should describe the scope of subcontracted activities:	
RedMane is the prime contractor.	

#### **Subcontractor References (If Applicable)**

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

Table 8: Subcontractor References - PR AAFAF

Subcontractor Information	
Vendor Name: On Point Strategy LLC	Contact Name:
	Contact Phone:
Customer Information	
Customer Organization:	Contact Name:
	Contact Title:
	Contact Phone:
	Contact Email:

#### **Project Information**

**Objectives:** Provide comprehensive Grant Management Technical Assistance to AAFAF, ensuring compliance with federal regulations, optimizing grant disbursement, enhancing oversight, and conducting capacity-building programs.

**Description:** On Point Strategy LLC (OPS) managed over \$2.2 billion in federal funding through the CARES Act and ARPA, supporting 160 nonprofit sub-grantees with a \$30 million budget. OPS provided end-to-end grants management, including pre-award training, post-award monitoring, and closeout procedures, ensuring compliance with 2 CFR 200 and other federal regulations.

**Vendor's Involvement:** OPS served as the prime contractor, responsible for the entire grant lifecycle, from developing program guidelines and monitoring compliance to providing technical assistance and executing capacity-building programs. OPS also played a crucial role in ensuring the timely and accurate closeout of grants.

#### **Key Staff**

Project Measurements:		
Estimated one-time costs: Not Applicable	Actual one-time costs: Not Applicable	
Reason(s) for change in one-time cost: Not Applicable		

Subcontractor Information
Not Applicable
Pagagn(s) for the difference between estimated and estual dates:
Reason(s) for the difference between estimated and actual dates:
Not Applicable
If the vendor performed the work as a subcontractor, the vendor should describe the scope of
subcontracted activities: Not applicable; On Point Strategy LLC was the prime contractor for this project.

Table 9: Subcontractor References - PR OMB

Subcontractor Information	
Vendor Name: On Point Strategy LLC	Contact Name:
	Contact Phone:
Customer Information	
Customer Organization:	Contact Name:
Office of Management and Budget (OMB)	Contact Title:
	Contact Phone:
	Contact Email:
Project Information	

**Objectives:** Provide comprehensive Grants Management Technical Assistance to the Puerto Rico Office of Management and Budget, covering all phases of the grant lifecycle from pre-award to closeout.

**Description**: OPS has provided Grants Management Technical Assistance to OMB, helping them navigate the complexities of federal grant management. This includes developing and implementing preaward guidelines, conducting training sessions, and ensuring compliance with federal regulations such as 2 CFR 200.

#### **Subcontractor Information**

**Vendor's Involvement:** OPS has been the prime contractor, responsible for developing and executing programs, providing technical support to government officials, and ensuring the monitoring and compliance of 160 sub-grantees. OPS' involvement spans the entire grant lifecycle, including pre-award, award, post-award, and closeout phases.

#### **Key Staff**

Project Measurements:	
Estimated one-time costs: Not Applicable	Actual one-time costs: Not Applicable
Reason(s) for change in one-time cost: Not Applicable	

Table 10: Subcontractor References - PR Department of Labor and Human Resources

Subcontractor Information	
Vendor Name: On Point Strategy LLC	Contact Name:
	Contact Phone:
Customer Information	
Customer Organization:	Contact Name:
Puerto Rico Department of Labor And Human Resources (PRDoLHR)	Contact Title:
Customer Address:	Contact Phone:
	Contact Email:

#### **Project Information**

Total Vendor Staff:

#### Objectives:

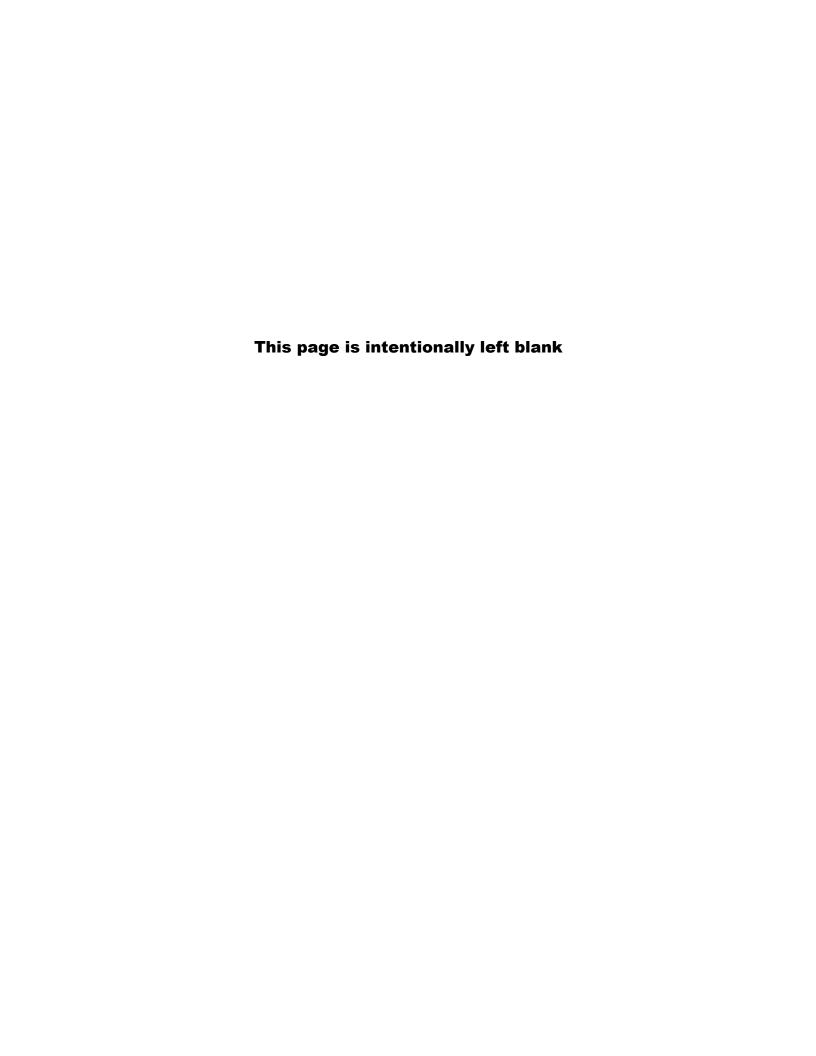
- Provide technical assistance on grant management life cycle principles and best practices.
- Strengthen grant management relationships with the federal government.
- Research, review, and analyze fiscal procedures.
- Conduct Organizational Needs Assessment.
- Develop manuals and standard operating procedures incorporating fiscal and programmatic federal requirements.

**Description:** OPS provided comprehensive technical assistance to the PRDoLHR, focusing on compliance with federal and state regulations. This included developing SOPs for various units, supporting the resolution of audit findings, assisting with federal monitoring, and ensuring the effective management of State Plans like WIOA, FLC, MSFW, and JVSG. The project significantly impacted Puerto Rico by improving the workflow within PRDoLHR, ensuring the maintenance of critical pandemic unemployment funding, and resolving questioned costs without further financial implications.

**Vendor's Involvement:** OPS was heavily involved in the development of documented procedures, compliance measures, and federal reporting processes, which improved the efficiency and effectiveness of the PRDoLHR operations.

Project Measurements:	

Subcontractor Information	
Reason(s) for the difference between estimated and actual dates:	
Not Applicable	



# Attachment D: Vendor Organization and Staffing

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

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

For ease of formatting and evaluation, **Attachment D: Vendor Organization and Staffing** provides the required outline for the vendor's response to staffing. The vendor's response to the following should not exceed 20 pages, excluding key personnel resumes and the forms provided in this attachment.

## 1. Initial Staffing Plan

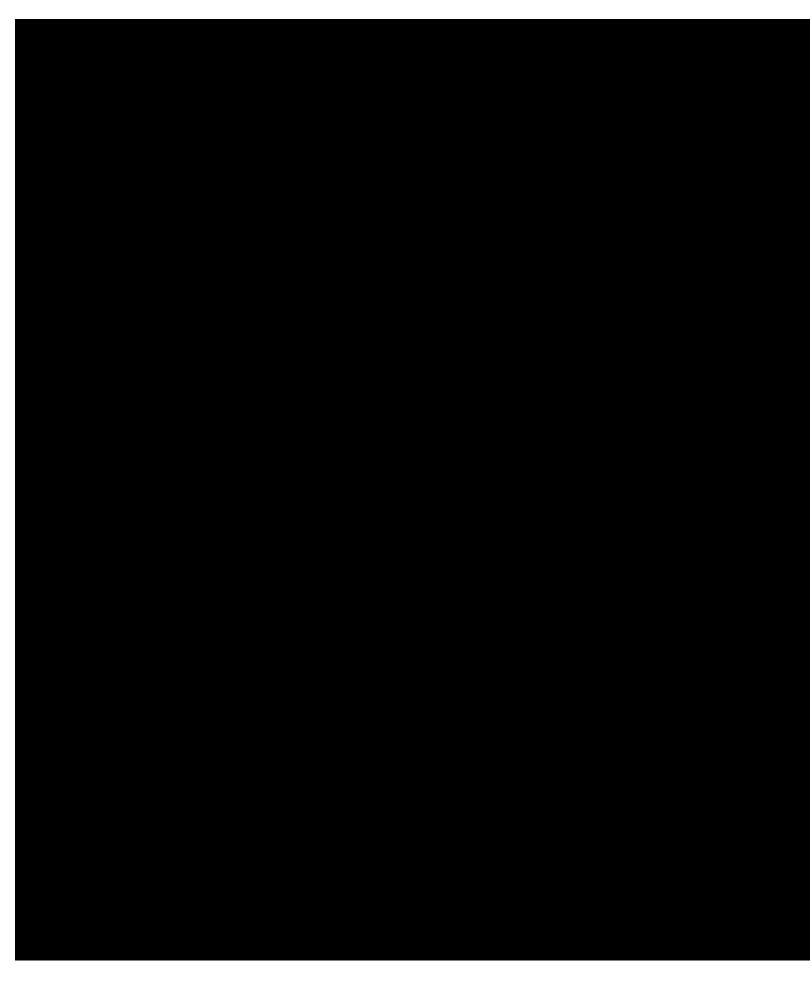
As part of the vendor's proposal response, the vendor should provide an Initial Staffing Plan. In addition to the requirements described in **Attachment E: Mandatory Specifications** and **Appendix 3: Key Staff Qualifications, Experience, and Responsibilities,** the vendor's narrative description of its proposed Initial Staffing Plan should include:

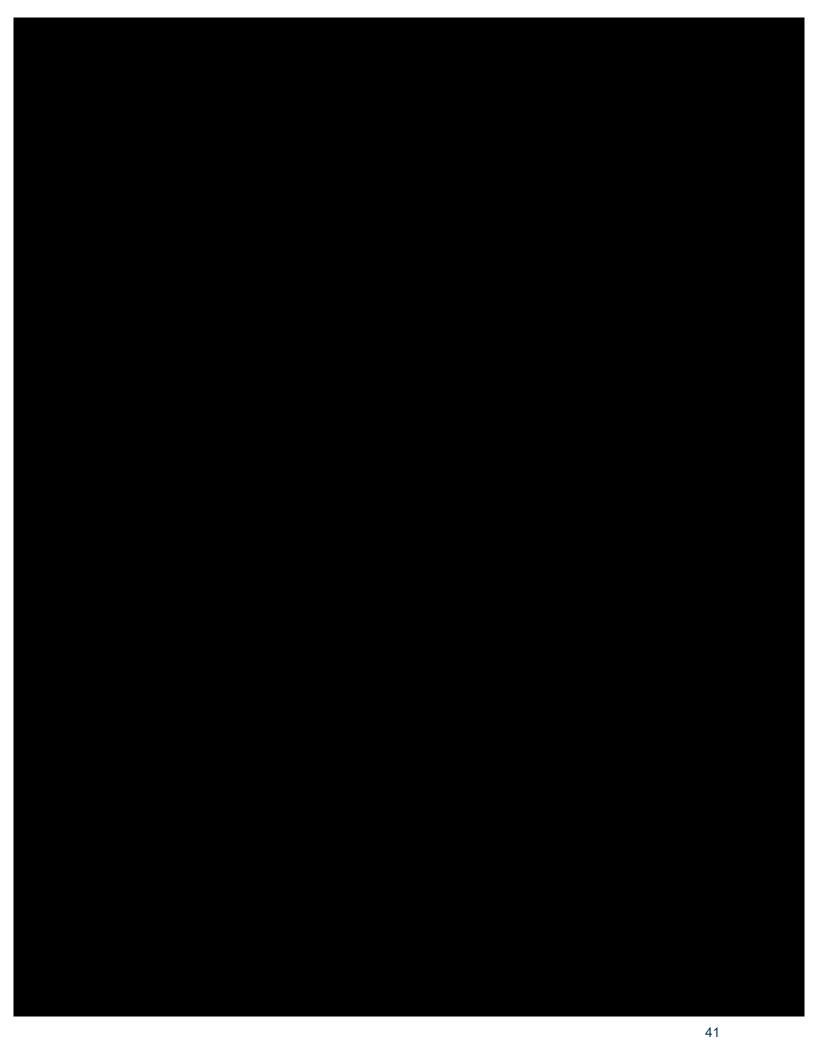
- All applicable key staff required by PRMP, plus any additional staff (key and non-key) as
  determined by the vendor to be necessary to support the work proposed under this RFP.
- A description of the vendor's proposed team that exhibits the vendor's ability to provide knowledgeable, skilled, and experienced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

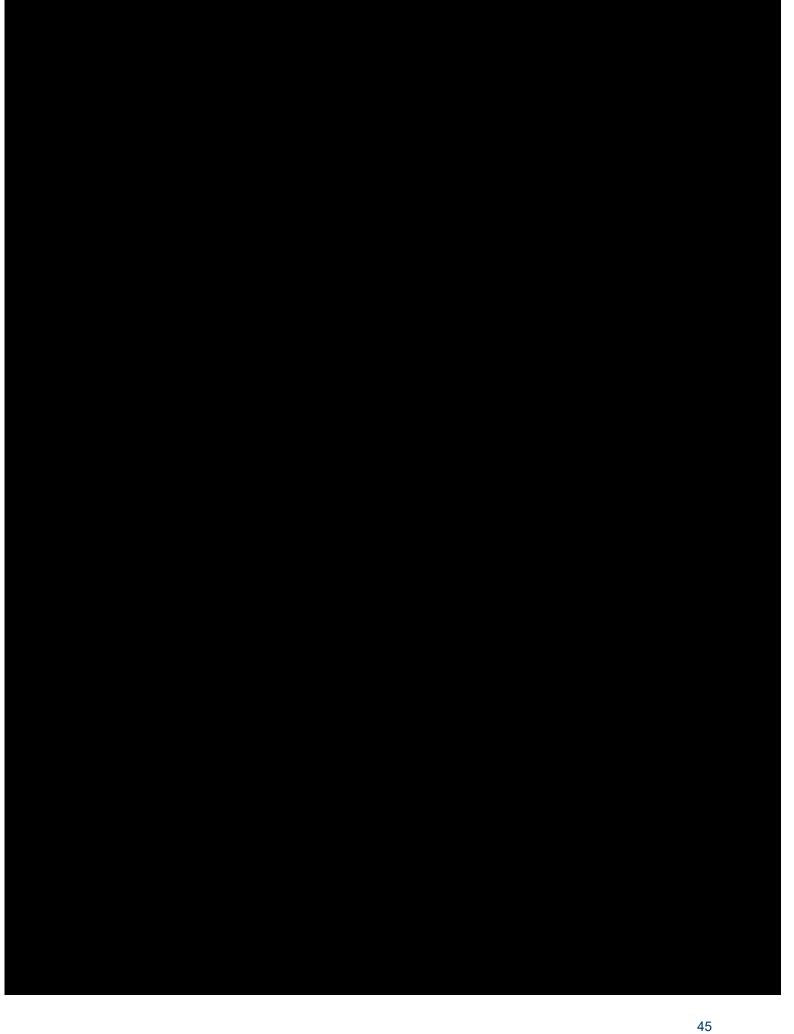
## 1. Initial Staffing Plan

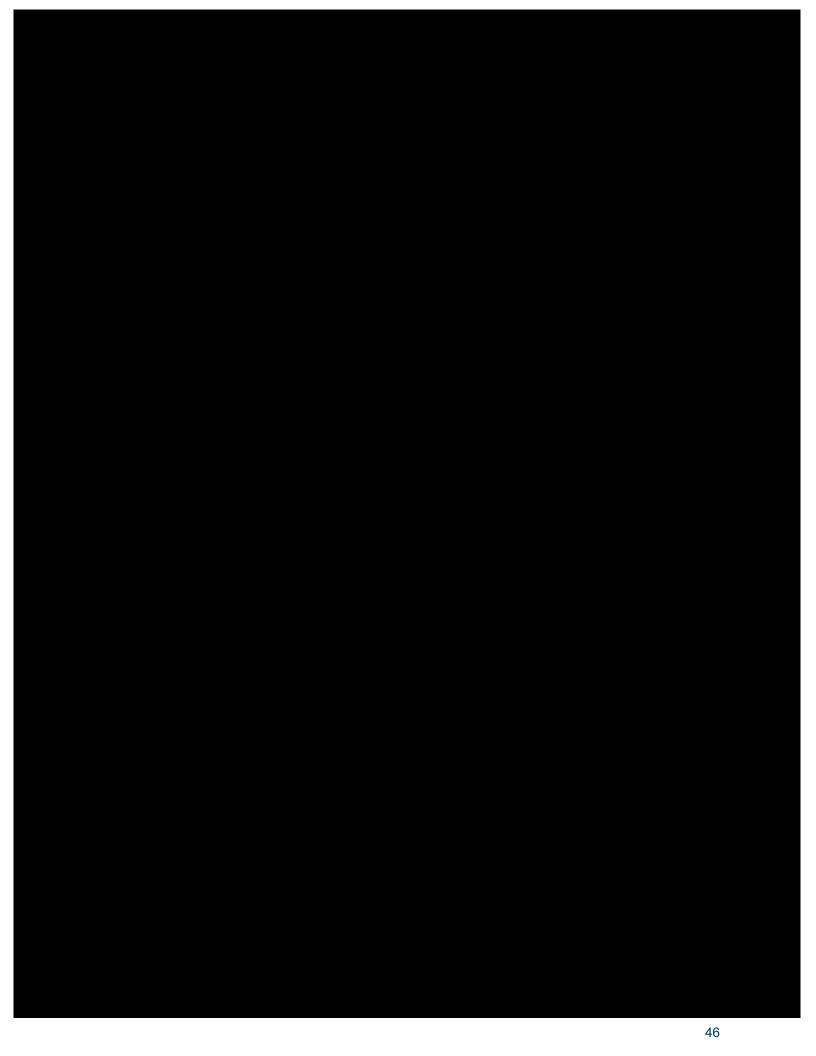
The successful operation and enhancement of the MEDITI3G system is critical to achieving the best health outcomes for Puerto Rico. That success is derived from a variety of factors, including policies, design, and processes. But the most important factor is the human factor. Success will be driven by people with the right experience, expertise, and relationships. No other provider can bring the levels of experience, the depth of knowledge, and the awareness that comes from working in partnership with PRMP on the MEDITI3G project for the past six years. As the incumbent, RedMane is proud to say we have partnered with PRMP over the last six years to successfully design, develop, and implement the MEDITI3G system for the staff and citizens of Puerto Rico. In our continued partnership, RedMane has taken great care to assemble a team of exceptional staff with the skills and experience required to safeguard continued success. Our team members come with the experience of having designed, successfully implemented, and maintained your MEDITI3G solution and will continue to draw upon our collective RedMane expertise and methodology across multiple Medicaid programs.

You will recognize most of these names from working together on MEDITI3G. Some RedMane Team members are added to the project to align with specific roles identified in the RFP. Should RedMane be selected, we will jointly review the staff allocations in the context of revised scope as indicated in the RFP. The RedMane project team—and the organization as a whole—is composed of exceptional people who truly care about client success. Making the PRMP MEDITI3G solution a reality and a success was and continues to be our team's principal goal. The following are biographies of key personnel; their relevant project experience is located in the section titled: Resumes





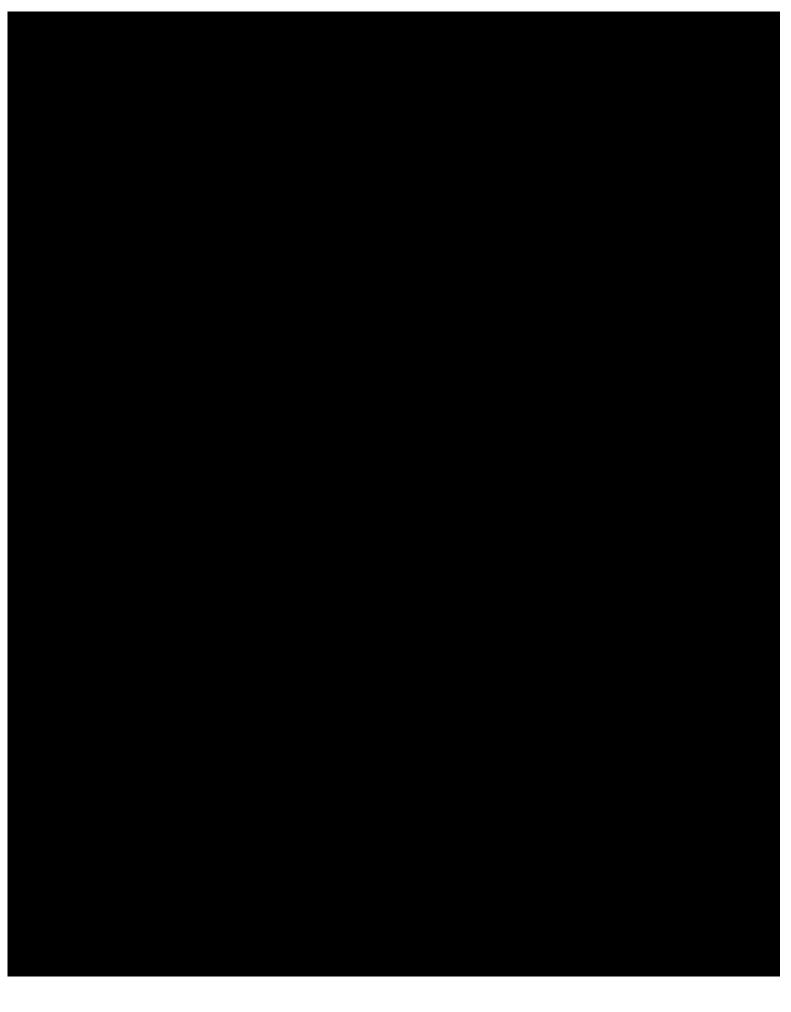


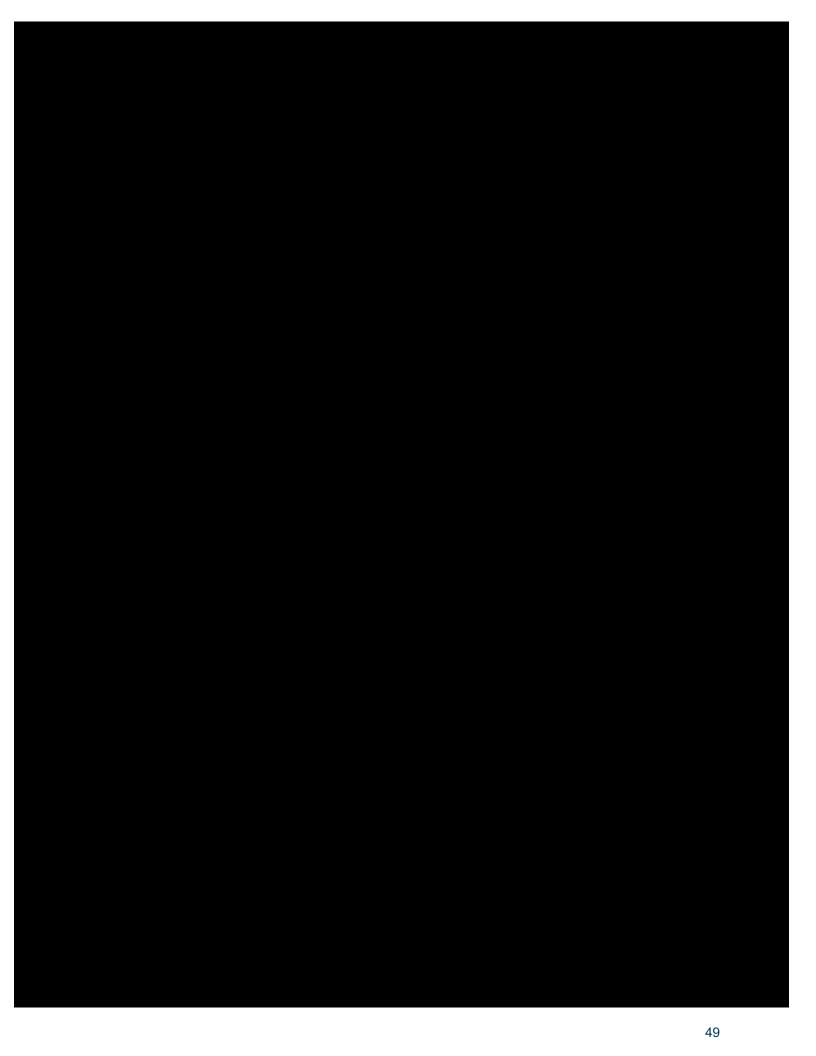


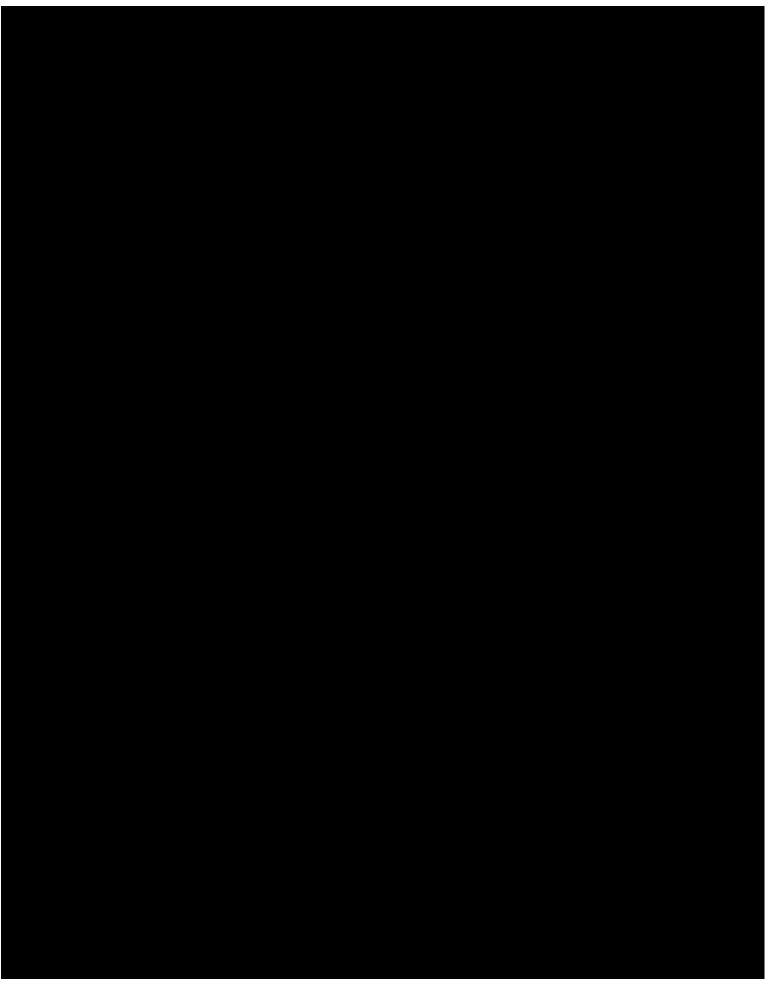
#### 2. Use of PRMP Staff

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

Through our collaboration with PRMP in implementing and supporting the MEDITI3G system, we successfully delivered a CMS-certified system. Together, we navigated the public health emergency, its unwinding process, and all the accompanying challenges. Through that experience, we gained tremendous insight into PRMP and its staff and partners. We fully appreciate the challenge presented to PRMP leadership and staff and have carefully considered staffing from both RedMane and PRMP.







#### 2.1 Collaboration with Incumbent Vendor Staff

Describe what materials or expectations the vendor has of the incumbent vendor and what mitigation actions the vendor will take if this material or access to the incumbent vendor is not possible.

RedMane's current knowledge of PRDoH and PRMP business operations, as well as a shared commitment to the residents of Puerto Rico, will seamlessly support PRMP in achieving its goals. It was through our six-year partnership that we were able to deliver benefits to the most vulnerable residents of Puerto Rico. RedMane's continued engagement with PRMP will reduce risks associated with transitioning and will allow existing system work to be built upon.

### 3. Key Staff, Resumes, and References

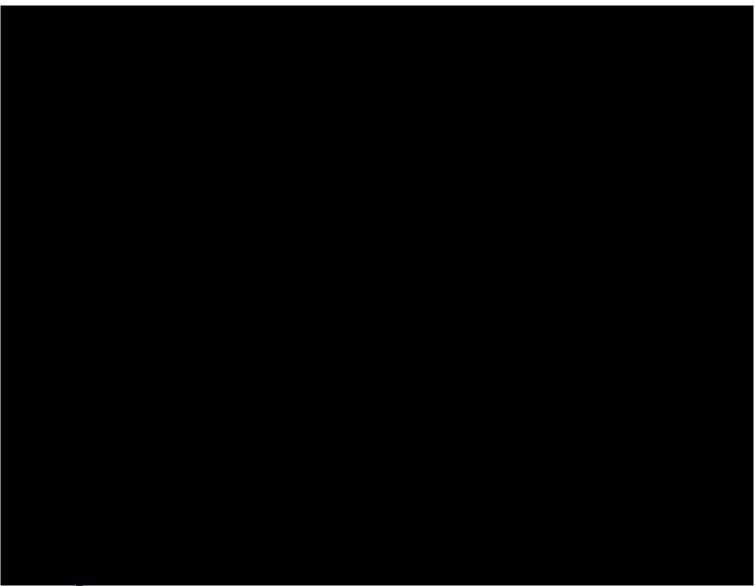
Key staff consist of the vendor's core management team for this engagement. These people are responsible for providing leadership and creating the standards and processes required for the E&E System Takeover services. Resumes for key staff named in the vendor's proposal should indicate the staff's role and demonstrate how each staff member's experience and qualifications will contribute to this vendor's success. Key staff resumes should each be less than two pages.

#### 3.1 Resumes

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

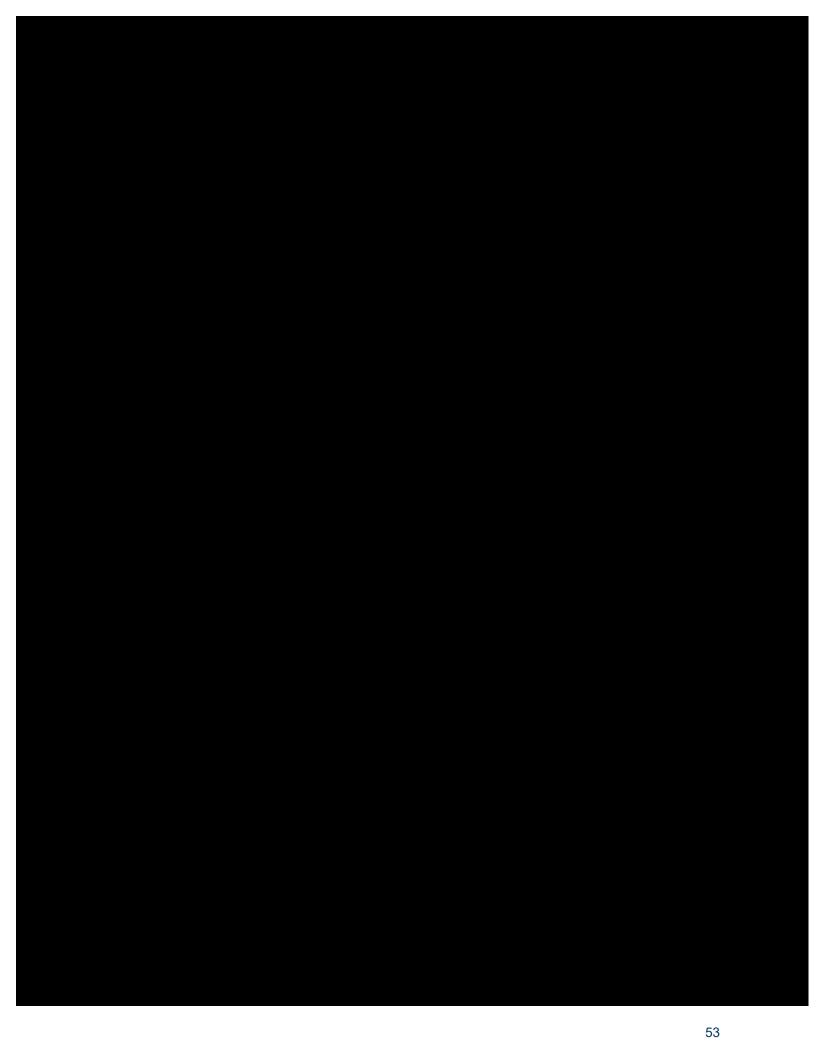
**Table 12: Proposed Key Staff and Roles** 

Name	Proposed Role	Experience in Proposed Role	



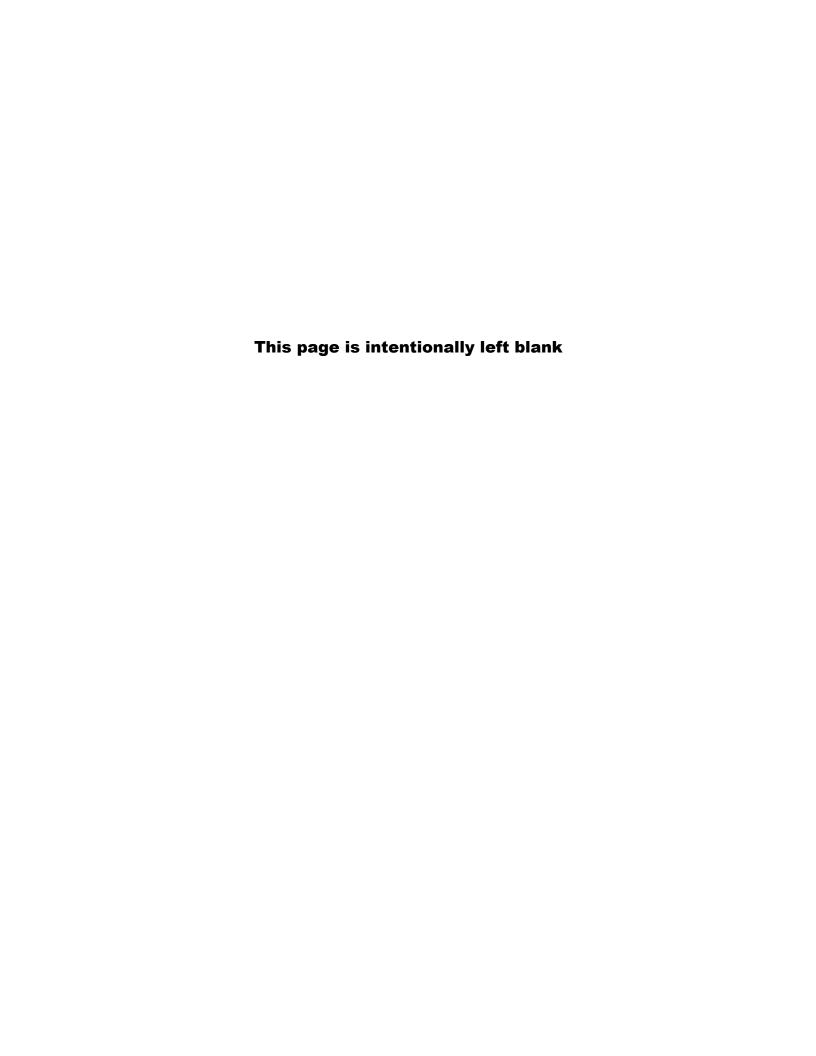
Resumes

The following pages contain our key staff resumes.



# 3.2 Key Staff References

**Key Staff References** 



## Attachment E: Mandatory Specifications

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

**Instructions:** The mandatory specifications must be agreed to and met by the vendor as a part of the submitted proposal. Failure to meet any of the mandatory specifications of this RFP will result in disqualification of a proposal, in accordance with 5.4 Failure to Meet Mandatory Specifications. The term "must" stipulates and identifies a mandatory specification. The vendor is to demonstrate compliance with mandatory specifications in its proposal. If the vendor's proposal meets the mandatory specifications, it will be included in the technical proposal evaluations and may also be included in the cost evaluation of this RFP. For mandatory specifications that involve documentation, vendors should include that documentation with their technical proposal.

The vendor must sign upon the line at the conclusion of Attachment E certifying that it has reviewed and understands these mandatory specifications in their entirety. Through signing the vendor agrees to meet and continue to meet each of the requirements in full, for the duration of the contract. If a vendor responds with "No" to one or more mandatory specifications, the proposal will be considered non-responsive and will be disqualified per **Attachment E:**Mandatory Specifications and Section 5.4 Failure to Meet Mandatory Specifications. Any mandatory specification without a response value will be considered "No."

#### **Submission Requirements**

This RFP includes multiple sections that specify proposal submission requirements, including, but not limited to, **Section 1.3 RFP Timeline, Section 3.11 Proposal Submittal and Instructions,** and **Section 7: Attachments** The vendor must at least meet all proposal submission requirements as part of this RFP, including, but not limited to, formatting, completeness, timeliness, and accuracy, as described in the aforementioned sections.

## **Mandatory Requirements**

Vendors must provide a response to each of the following mandatory requirements. Vendor responses will then be verified by PRMP to establish and maintain compliance between PRMP and the vendor. The vendor must still include and initial these mandatory requirements as part of its proposal.

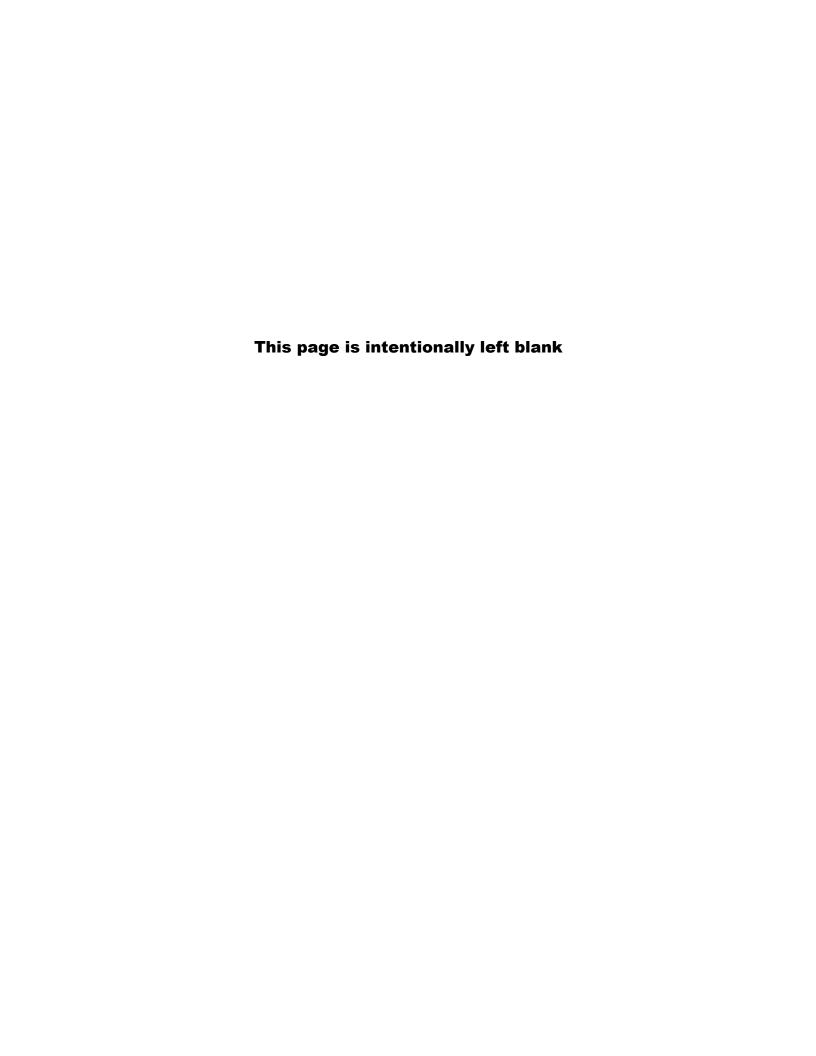
**Table 23: Mandatory Requirements** 

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements	
The vendor must provide the right of access to systems, facilities, data, and documentation to the PRMP or its designee to conduct audits and inspections as is necessary.	Yes		

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting
The vendor must support the PRMP's requests for information in response to activities including, but not limited to:  1. Compliance audits 2. Investigations 3. Legislative requests	Yes	
The vendor must provide authorization from a parent, affiliate, or subsidiary organization for the PRMP to have access to its records if such a relationship exists that impacts the vendor's performance under the proposed contract.	Yes	
The vendor must help ensure that all applications inclusive of internet, intranet, and extranet associated with this contract are compliant with Section 508 of the Rehabilitation Act of 1973, as amended by 29 United States Code (U.S.C.) §794d, and 36 Code of Federal Regulation (CFR) 1194.21 and 36 CFR 1194.22.	Yes	
The vendor must provide increased staffing levels if requirements, timelines, quality, or other standards are not being met, based solely on the discretion of and without additional cost to the PRMP. In making this determination, the PRMP will evaluate whether the vendor is meeting service levels as defined in the contract.	Yes	
The vendor must provide evidence that staff have completed and signed all necessary forms prior to executing work for the contract.	Yes	
The vendor staff must not have the capability to access, edit, and share personal data with unauthorized staff, including, but not limited to:  1. Protected Health Information (PHI)  2. Personally Identifiable Information (PII)  3. Financial Transaction Information  4. Federal Tax Information  5. Social Security Administration (SSA) data including, but not limited to, family, friends, and acquaintance information	Yes	

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements
The vendor must comply with current and future Puerto Rico and federal regulations as necessary to support the services outlined in this RFP.	Yes	
The vendor must perform according to agreed upon SLAs and associated metrics in the areas listed in Appendix 2: SLAs and Performance Standards.	Yes	
The vendor must provide a drug-free workplace, and individuals must not engage in the unlawful manufacture, distribution, dispensation, possession, abuse, or use of a controlled substance in the performance of the contract. (Drug-Free Workplace Act of 1988)	Yes	
The vendor must perform all work associated with this contract within the continental United States (U.S.) or U.S. Territories.	Yes	
The vendor must comply with federal Executive Order 11246 related to Equal Employment Opportunity Act, the Clean Air Act, and the Clean Water Act.	Yes	
The vendor must serve as a trusted partner to the PRMP and represent the PRMP's interests in all activities performed under the resulting contract.	Yes	
On a monthly basis the vendor must, at a minimum, include the standard invoice	Yes	

Mandatory Requirement Item(s)	Vendor Meets Requirement? Y/N	Provide a Brief Narrative to Demonstrate Understanding and Fulfillment of Requirement *Response should note any exceptions to meeting requirements	
<ol> <li>package contents for the PRMP, including, but not limited to:         <ol> <li>An authorized representative of the contracted party must sign an itemized description of services rendered for the invoice period. Additionally, the vendor must include a written certification stating that no officer or employee of the PRMP, its subsidiaries, or affiliates, will derive or obtain any benefit or profit of any kind from this vendor's contract. Invoices that do not include this certification will not be paid.</li> </ol> </li> <li>A list of all services completed within an invoice period, as well as evidence that the PRMP has accepted and approved the work.</li> <li>Three physical and one electronic invoice packages in support of the PRMP's review and approval of each invoice.         <ol> <li>Invoice Package #1 – Original Signature and Hard Copy</li> <li>Invoice Packages #2 – #3 – Hard Copy</li> <li>Invoice Package #4 – Electronic</li> </ol> </li> </ol>			
The vendor must agree that the PRMP retains ownership of all data, procedures, applications, licenses, and materials procured or developed during the contract period, in accordance with the Conditions for Enhanced Funding (CEF) and 42 CFR § 433.112.	Yes		



### **Mandatory Qualifications**

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

**Table 24: Mandatory Qualifications** 

The vendor must have at least five years of experience in operating and managing an E&E system of similar size, scope, and complexity as described in this RFP.	Yes	

Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement	
The vendor must be capable of providing PRMP	Yes		
with a Cúram E&E system, in line with PRMP's required system takeover approach.			
The vendor must include at least two references from projects performed within the last five years	Yes		
that demonstrate the vendor's ability to perform the scope of the work described in this RFP. The vendor must include references from two different			

rendor's experience implementing and operating	Mandatory Qualification Item(s)	Vendor Meets Qualification? Y/N	Provide a Brief Narrative to Demonstrate Fulfillment of Requirement
	projects/clients that provide details on the vendor's experience implementing and operating a Medicaid E&E system.		11. 1880 6 5-14

See **Appendix 7: Procurement Library**, PL-078 for a ruling by and regarding vendor and staff qualifications and other considerations.

RedMane assumes that if it is selected as the successful bidder that RedMane and PRMP will review, clarify, negotiate, and mutually agree to the final terms of the pro forma contract. As the incumbent we successfully negotiated with PRMP for the current contract and its amendments.

During negotiations RedMane will have the ability to discuss the SLAs with PRMP and negotiate them based on, among other things, PRMP's priorities, PRMP's responsibilities, what is under RedMane's control and responsibility, what service levels are reasonable for a solution of this size and complexity and RedMane's ability to meet the SLAs based on the number of M&O hours available under the Agreement. RedMane will use commercially reasonable efforts to accommodate these SLAs.

RedMane assumes for the defect aging SLA, this will be measured against defects identified starting from the "new" contract execution date going forward and that the parties will mutually agree to definitions of critical, high, medium, and low which will be used by RedMane and PRMP in logging new defects.

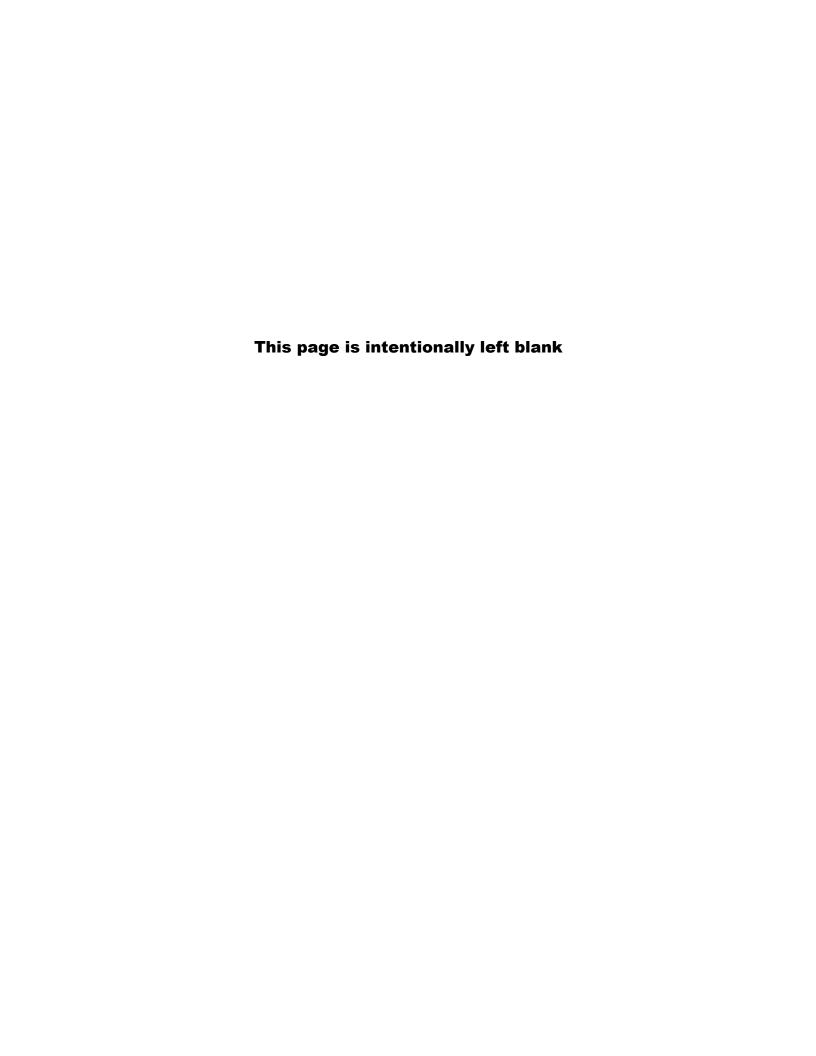
RedMane assumes that the RTO/RPO will be at current levels under the existing contract between the parties.

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

RedMane Technology LLC



(Date)

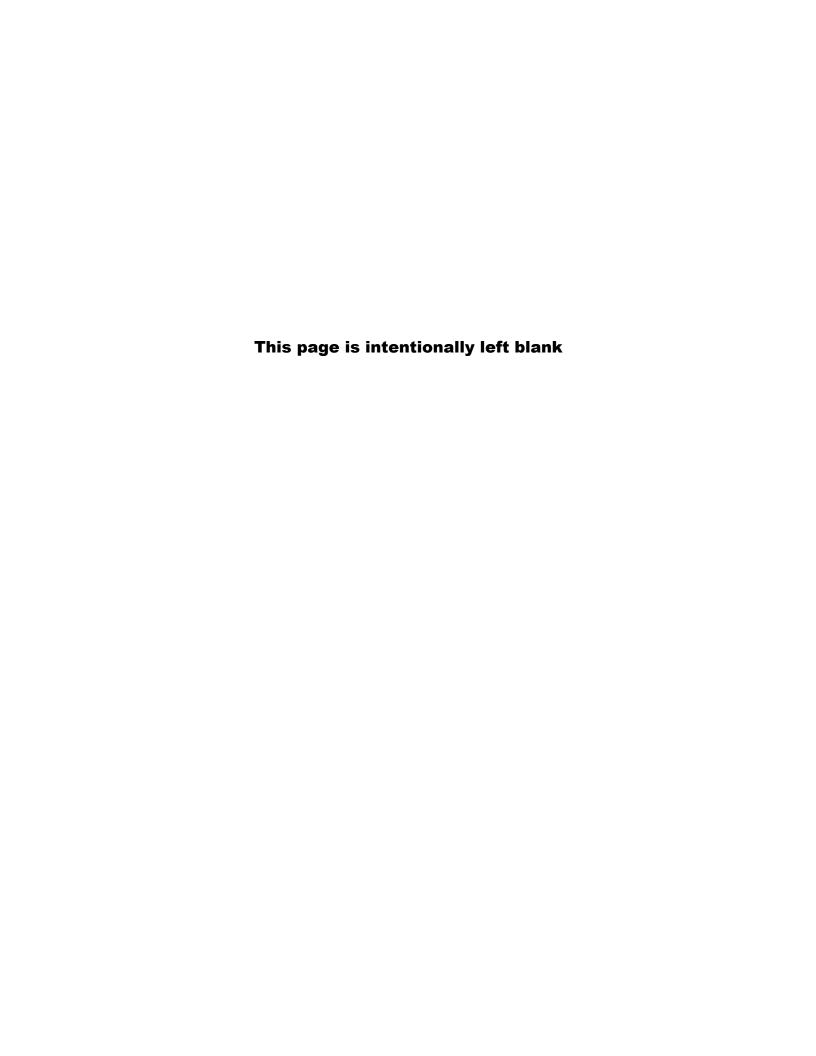


# Attachment F: Outcomes Traceability Matrix (OTM)

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

- The vendor must note compliance with each outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage listed in the Vendor's Disposition column of Tab 3 using only the values that appear in the dropdown list.
- 2. Vendor's Disposition values are outlined below:
  - a. "Will Meet": The vendor agrees to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. The vendor must respond with "Will Meet" for each outcome for the proposal to be considered responsive to the PRMP requirements and be further evaluated.
  - b. "Will Not Meet": The vendor declines to meet the outcome and each outcome's associated measure, metric, target setting, performance standard, and liquidated damage. If a vendor responds with "Will Not Meet" to one or more outcomes, the proposal will be considered non-responsive and will be disqualified per Attachment E: Mandatory Specifications and Section 5.4 Failure to Meet Mandatory Specifications.
- 3. All outcomes must contain one of the values identified above. Any outcome without a Vendor's Disposition response value will be considered "Will Not Meet."
- 4. The vendor must provide the attachment, section, and page number(s) where its detailed narrative response for each outcome resides, providing PRMP with a crosswalk and helping to ensure that each outcome specified in Attachment F is included in the vendor's response. Be advised that the Attachment column has been pre-populated with the location that PRMP anticipates the narrative response to reside; however, it is up to the vendor to update that column accordingly should the vendor respond to an outcome in a different location.

Please see the submitted Attachment F.



# Attachment G: Response to SOW

This section provides instructions on how vendors will respond to the various services detailed in this RFP.

Vendors are required to respond to all specifications, outcomes, and deliverables expressed in the RFP. The selected vendor must explain how it will perform, at a minimum, all necessary services and meet all expectations detailed in this RFP including, but not limited to:

- Section 4. Scope of Work (SOW)
- Attachment F: Outcomes Traceability Matrix (OTM)
- Appendix 1: Deliverable Review Process and Deliverables Dictionary

The selected vendor will be expected to focus on these sections as part of the initial design discussions with PRMP. PRMP also encourages vendors to include additional details that demonstrate how their offering is the best option for PRMP in achieving its desired goals for the E&E System Takeover project.

In **Attachment G: Response to SOW**, vendors are expected to provide a narrative response, detailing how they can meet or exceed PRMP's specifications for vendor responsibilities, as detailed throughout this RFP. PRMP expects vendors to incorporate detailed responses to the sections and bullets listed below, including applicable references and approaches from industry standards and best practices. Additionally, PRMP expects vendors' responses to reference, address, and satisfy the applicable regulatory requirements stemming from CMS' MES Certification Repository including Conditions for Enhanced Funding and CMS Required Outcomes for the E&E Business Area.

The text response to each section (Approach to Phase I though Phase III) in **Attachment G: Response to SOW**, must be 14 pages or less in 11-point font, single spaced, with each response beginning on its own page with the associated section's reference on the top of the page. The vendor may also add up to two pages of images or diagrams for each response. Responses beyond 14 pages of text and 16 total pages including images and diagrams will not be reviewed.

# Attachment H: Initial Project Schedule

This section provides instructions to vendors to include their Initial Project Schedule as part of their Technical Proposal.

#### Instructions:

The Initial Project Schedule should be provided as an attachment to the vendor's Technical Proposal and labeled as such in the submission. The vendor should also provide an electronic version of the project schedule, using either Microsoft Project® or an equivalent software, in the vendor's electronic submission of the Technical Proposal. The vendor should also provide a copy of the Initial Project Schedule converted to Microsoft Excel.

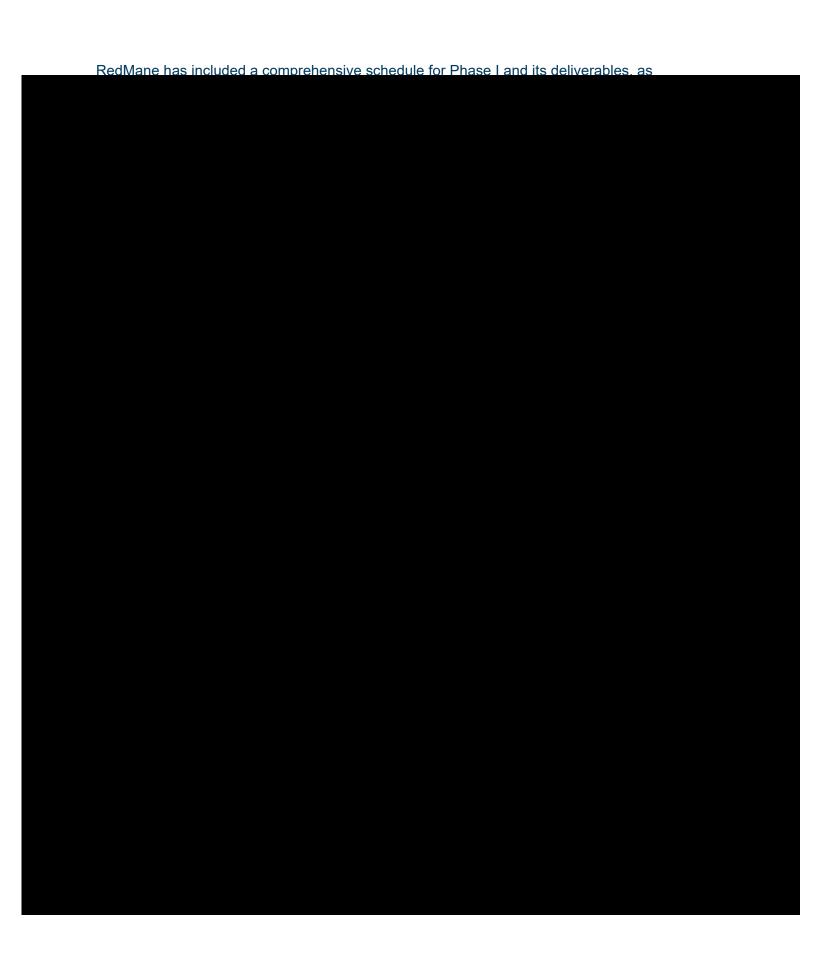
At a minimum, the vendor's proposed Initial Project Schedule must include:

- Detailed tasks and timelines, outlining the major project phases planned by the vendor.
- The Work Breakdown Structure (WBS) to support the identification and establishment of critical path.
- The project schedule for all project deliverables and milestones.
- Identification of resources assigned as the responsible entity for each activity/deliverable within the WBS to the level at which control will be exercised.
  - Vendors should indicate which activities may involve the PRMP staff, the incumbent vendor, and/or other PRMES vendors and specify expectations within the schedule.
- Identification of deliverables that may require more or less time for the PRMP acceptance, including the proposed acceptance period for the deliverable.

During the takeover and transition period PRMP expects the incumbent vendor to still be working on enhancements and upgrades to the E&E system. Within their Initial Project Schedule, vendors should detail any expectations related to coding freezes and should seek to balance PRMP's ongoing needs alongside the transition in and turnover activities.

In their evaluation of the vendor's initial project schedule, the evaluation committee will be evaluating the vendor's ability to create a detailed project schedule that provides a detailed overview of the items listed above. While the PRMP is interested in achieving system turnover as soon as possible, vendors are expected to create an initial project schedule that reasonably balances the go-live timeline with critical project tasks, dependencies, and other items as listed above. The Initial Project Schedule should presume a start date of November 1, 2024. The actual start date will be dependent on discussions with the incumbent vendor and related contract negotiations as part of this award.

RFP respondents are encouraged to keep in mind that the PRMP is interested in vendors' ability to successfully plan for and achieve "quick wins" during Phase I of this contract, and as such RFP response's initial project schedule should clearly articulate the vendor's approach toward a timely takeover and the "quick wins" they can provide PRMP along the way.



# Attachment I: Terms and Conditions Response

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

### Title Page

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

### 2. RFP Terms and Conditions

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, Commonwealth, and federal procedures, and the PRMP's expectations of the vendor when submitting a proposal. The vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at the PRMP's sole discretion, result in the disqualification of the vendor's proposal.

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

Date

## 3. Customary Terms and Conditions

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

- . Appendix 2: SLAs and Performance Standards
- Appendix 6: Proforma Contract Draft inclusive of Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

Please provide a signature stipulating the vendor's acknowledgment, complete review, and

If the vendor is **not** taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor needs to provide a binding signature stipulating its acceptance of these documents. If the vendor is taking exceptions to any of the PRMP Customary Terms and Conditions, then the vendor should write "Taking Exceptions" on the line below and should follow the instructions for taking exceptions, as listed in **Attachment I: Terms and Conditions** 

Response Section 6: Exceptions

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### 4. Mandatory Requirements and Terms

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

- Attachment E: Mandatory Specifications
- The awarded vendor must be registered with the "Registro Único de Proveedores de Servicios Profesionales" (RUP) from the Puerto Rico General Services Administration (ASG) and with the Puerto Rico Treasury Department (Hacienda) for the collection of sales and use tax (IVU) as a provider (if applicable) in the Sistema Unificado de Rentas Internas (SURI). The PRMP shall not award a contract, unless the vendor provides proof of such registration or provides documentation from the Puerto Rico Treasury Department that the vendor is exempt from this registration requirement in the SURI system. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For more information, please refer to the PR Treasury Department's web site http://www.hacienda.pr.gov
- Prior to the contract resulting from this RFP being signed, the successful vendor
  must provide a Certificate of Insurance issued by an insurance company licensed or
  authorized to provide insurance in Puerto Rico. Each Certificate of Insurance shall
  indicate current insurance coverage meeting minimum requirements as specified by
  this RFP. A failure to provide a current Certificate of Insurance will be considered a
  material breach and grounds for contract termination. A list of the insurance policies
  that may be included in this contract are provided in Appendix 7: Procurement
  Library A performance bond may be required for the contract resulting from this
  RFP.
- Appendix 2: SLAs and Performance Standards
- Appendix 6: Proforma Contract Draft, inclusive of HIPAA BAA

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

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

Date

### 5. Commercial Materials

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

### 6. Exceptions

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

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

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

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

## 6.1

## Table 25: Exception #1

Document Title (Reference Specific Contractual Document	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable)
and Section in Which Exception is Taken)		Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the

## 6.2

## Table 26: Exception #2

Document Title (Reference Specific Contractual Document	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable)	
and Section in Which Exception is Taken)		Cross-Reference to Specific Section of Vendor's Terms, If Any Provided as Part of the	