

**Government of Puerto Rico  
Department of the Family  
Administration for Child Support Enforcement**

**REQUEST FOR PROPOSALS RFP**

**RFP NUMBER: PRACSES-O&M-2026-001**

**Facilities Management (Operations & Maintenance) Services**

**ISSUED UNDER TITLE IV-D OF THE SOCIAL SECURITY ACT**

**PRACSES Facilities Management (O&M)  
PUERTO RICO AUTOMATED CHILD SUPPORT ENFORCEMENT SYSTEM  
(PRACSES)**

**Proposal Delivery Date: September 4, 2026, on or before 4:30 PM AST**

Issued by  
**Administration for Child Support Enforcement (ASUME),  
Department of the Family**  
Mercantil Plaza Building, Ponce de León Ave. #2  
San Juan, Puerto Rico  
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## **1.0 Introduction and General Information**

### **1.1. RFP Organization**

This RFP is organized into the following sections:

**Section 1.0 - Introduction and General Information** provides general orientation and background for the procurement. It includes the purpose of this procurement; identifies the issuing agency; provides a procurement schedule and milestones; and identifies the roles and responsibilities of various Commonwealth organizations both during the procurement and during the project.

**Section 2.0 - Procurement Guidelines, Conditions, and Procedures** provides Vendors with information on the conditions and procedures under which Proposals for products and services requested through this RFP are to be developed and submitted. This section should be utilized by Vendors in conjunction with Section 4.0 - Proposal Format and Preparation Instructions.

**Section 3.0 - Statement of Work** details the products, services, and deliverables that Vendors are required to provide as a result of this solicitation. This includes: an overview of the desired technical architecture; functional requirements; approaches which ASUME desires Vendors to consider in their response to this solicitation; required tasks and deliverables; and the desired project schedule.

**Section 4.0 - Proposal Format and Preparation Instructions** details the format and content which must be included in Vendor Proposals.

**Section 5.0 - Evaluation and Selection Procedures** details the evaluation approach which will be applied to Vendor Proposals, including evaluation procedures.

**Section 6.0 Administrative Review** details the procedures by which a proponent adversely affected by a determination or award may seek reconsideration before the Department of the Family's Adjudicative Board and, thereafter, judicial review.

**Section 7.0 Appendix** provides the supporting schedules and the contractual and regulatory framework referenced throughout this RFP, including the Cost Proposal Schedules, applicable Federal Compliance and Contract Provisions, and Federal Clauses, Certifications, and Assurances applicable to any resulting Contract and subcontracts.

**Section 8.0 - Required Compliance Documents** identifies the mandatory forms, certifications, and supporting documentation that Vendors must submit with their Proposals in order for a Proposal to be deemed responsive. These are provided as Attachments A through O and include the Validation Statement; Single Registry of Bidders (RUP) Certificate; Lobbying Certification; Acknowledgement of Receipt of Addendum; Sworn Statement under Act 2-2018; Limited Denial of Participation (LDP)/Debarment Affidavit; Non-Collusive Affidavit; Insurance Requirements; Financial Statements; Applicable Federal Terms and Conditions (Title IV-D); Security and Confidentiality Requirements; Corporate Resolution; Certificate of Good Standing; and the RFP Mandatory Checklist.

## **1.2. Purpose of the Procurement**

The Department of the Family of the Government of Puerto Rico, through the Administration for Child Support Enforcement ("ASUME"), seeks to procure Facilities Management professional services for the operation, maintenance, modification, and enhancement of the Puerto Rico Automated Child Support Enforcement System ("PRACSES"), as further described in Section 3.0 – Statement of Work.

This Request for Proposals is issued in accordance and in compliance with the laws and regulations applicable to the Department of the Family and ASUME, including applicable administrative orders; the "Government of Puerto Rico Uniform Administrative Procedure Act," Act No. 38 of June 30, 2017, as amended; Executive Order No. OE-2021-029; Circular Letter No. 013-2021 of the Office of Management and Budget of the Government of Puerto Rico; Regulation No. 9302 of August 26, 2021, promulgated by the Puerto Rico General Services Administration (ASG); the "Professional and Consulting Services Contracting Act," Act No. 237 of August 31, 2004; the "Government of Puerto Rico Accounting Act," Act No. 230 of July 23, 1974; the applicable federal requirements governing this Title IV-D procurement, including, 2 CFR 200.31, 45 CFR Part 95; the U.S. Department of Health & Human Services HHS Grants Policy Statement (October 1, 2025) and any other applicable legal or regulatory provision. This process will be open and competitive.

The selected Contractor shall provide all services required under Section 3.0 and the other applicable provisions of this RFP.

The anticipated Contract term is approximately forty-seven (47) months, commencing on October 29, 2026 and ending on September 30, 2030, subject to the terms and conditions of the resulting Contract, including ASUME's rights of termination.

## **1.3. Program Background**

The Department of the Family (DOF) is the administrative structure for social service agencies in Puerto Rico. Its agencies provide services to over 110 locations around the island. These agencies are:

- Administration of Families and Children (ADFAN)
- Administration for Socioeconomic Development of the Family (ADSEF)
- Administration for Child Support Enforcement (ASUME)
- ACUDEN

ASUME was created during 1994 when the Government of Puerto Rico, under Law # 86 of August, 17, 1994, consolidated the child support programs then run by the Courts Administration Office (CAO) and The Social Services Department.

As part of that process, the CAO's Child Support Automated System (PALI) was terminated and data converted to PRACSES. CAO's child support staff was transferred to ASUME and its child support offices became ASUME Services Units, which concentrate in supplying child support information to clients. ASUME's staff provides these services from 10 Regional Offices and 50 local offices around the island.

The Government of Puerto Rico also carried out a series of initiatives that complement PRACSES'

project evolution and support ASUME's efforts to provide more flexible and efficient services to its clients.

ASUME has outsourced the child support collection and distribution operation. This approach has provided ASUME clients with more choices regarding support payments and has greatly improved collection cycle time. ASUME now has quicker access to the money collected and can issue checks and/or debit cards to custodial parents within federally required timeframes.

Disbursements are made through PRACSES and mailed by a private entity under ASUME's direct supervision.

Disbursements can also be made via a debit card that is used for cash benefits by other Department of the Family programs such as TANF.

### ***Program Description***

ASUME is the Agency responsible for enforcement of the public policy that requires that non-custodial parents provide support for their minor children.

ASUME's organic Law specifies the procedure to establish paternity and child support. These functions are shared with the Court of First Instance.

ASUME administers Puerto Rico's Child Support Program in accordance with Title IV-D of the Social Security Act, 42 U.S.C., Public Law 93-647, and the applicable federal regulations contained in 45 C.F.R. Parts 301–310. Also, as Puerto Rico's Title IV-D agency, ASUME is responsible for administering intergovernmental child support services and operating the Central Registry for incoming intergovernmental IV-D cases. The Central Registry receives and transmits intergovernmental cases, reviews incoming case documentation for completeness, forwards cases to the appropriate agency for action, and responds to inquiries from initiating agencies. The Office of Child Support Enforcement, OCSE, is responsible for the establishment of public policy related to child support services and for monitoring program compliance in the states and other jurisdictions. OCSE, with headquarters in Washington DC, is part of the Administration for Children and Families of the Health and Human Services Department (HHS).

The Child support Program is divided into 10 regions, Puerto Rico is part of Region II. This Region includes New York, New Jersey, Puerto Rico and the U.S. Virgin Islands. The Federal Region II Office is responsible for providing oversight of the Child Support Program, program administration, policy guidance, and technical assistance to ASUME, as well as monitoring ASUME's compliance with applicable federal program requirements.

Guided by the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), ASUME has reached a high degree of automation. Our automated system is known as PRACSES. It is configured to automate all child support case management instances such as; opening, location, collections, billing, distribution of payments; document management, interfaces with different entities, compilation and statistics management.

As of July 2026, ASUME had approximately 147,286 open cases, of which approximately 129,928 has child support orders established. The remaining cases are in various stages of case processing, including locating the Non Custodial Parent or establishing paternity and/or child support orders.

#### **1.4 Issuing Agencies**

The Government of Puerto Rico's Department of Family issues this Request for Proposal, in conjunction with ASUME.

The Issuing office is:

Departamento de la Familia  
PO BOX 11398  
San Juan, PR 00910-1398

All inquiries, however, shall be addressed to ASUME at the following address and telephone:

Mr. Carlos Montalvo  
Director, Management Information Systems  
ASUME Central Office  
Mercantil Plaza Building  
Ponce de león Ave. #2  
Hato Rey, Puerto Rico 00918

Telephone: (787) 767-1500  
e-mail: [cmontalvo@asume.pr.gov](mailto:cmontalvo@asume.pr.gov)

Throughout the body of this RFP the Issuing and Project Offices are generically referred to as the Department of the Family or ASUME.

### **1.5. Procurement Schedule and Milestones**

The following schedule for this procurement is anticipated by ASUME:

| Target Date               | Event                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------------|
| <b>August 19, 2026</b>    | Publication of RFP on ASUME Web Site.                                                          |
| <b>August 24, 2026</b>    | Inspection of Sites (if requested)                                                             |
| <b>August 25, 2026</b>    | Deadline to Submit Questions. Questions must be submitted via email no later than 4:30 PM AST. |
| <b>August 28, 2026</b>    | ASUME to Provide Consolidated Response to Questions.                                           |
| <b>September 4, 2026</b>  | Deadline to Submit Proposals, no later than 4:30 PM AST.                                       |
| <b>September 15, 2026</b> | Notice of Award (Expected).                                                                    |
| <b>September 30, 2026</b> | Execution of Agreement (Expected).                                                             |
| <b>October 1, 2026</b>    | Transition Period Begins (Expected).                                                           |
| <b>October 29, 2026</b>   | Start of Services, Go-Live.                                                                    |

*All times are Atlantic Standard Time.*

These are target dates and may change subject to the sole discretion of ASUME. It is the sole responsibility of Proponents to periodically review the ASUME web portal, for updates to this RFP.

#### **1.5.1 RFP Formats**

This RFP and any Addenda, clarifications, or other official procurement communications will be made available through the official publication method identified by ASUME. Offerors are responsible for reviewing the applicable ASUME procurement portal for updates throughout the procurement process.

### **1.6 Organizational Roles and Responsibilities**

This section describes the roles and responsibilities of various components of the Department of the Family and ASUME concerning the procurement of a Contractor for the Facilities Management of the PRACSES Data Center.

#### **1.6.1. Procurement Roles and Responsibilities**

ASUME, under delegation by The Department of the Family, will carry out the procurement of Contractor services for Facilities Management of the PRACSES Data Center, through the designation of an *Ad-Hoc* Evaluation Board (hereinafter referred to as “The Evaluation Board”).

ASUME and/or the Evaluation Board will respond to all inquiries regarding the procurement procedures, scope of work and programmatic issues.

All inquiries and requests for information must be submitted in writing.

#### **1.6.2. Project Roles and Responsibilities**

Figure 1-1 presents an overview of the manner in which ASUME is organized regarding Facilities

Management. The PRACSES project will be managed through the PRACSES Project Office located at:

ASUME Central Office  
Edificio Mercantil Plaza  
Ave. Ponce de león #2  
Hato Rey, Puerto Rico 00918

The PRACSES Project Manager is:

Mr. Carlos Montalvo  
Director, Management Information Systems  
ASUME Central Office  
Mercantil Plaza Building  
Ponce de león Ave. #2  
Hato Rey, Puerto Rico 00918  
Telephone: (787) 767-1500, extension 2904  
e-mail: [cmontalvo@asume.pr.gov](mailto:cmontalvo@asume.pr.gov)

#### PRACSES Facilities Management Organization

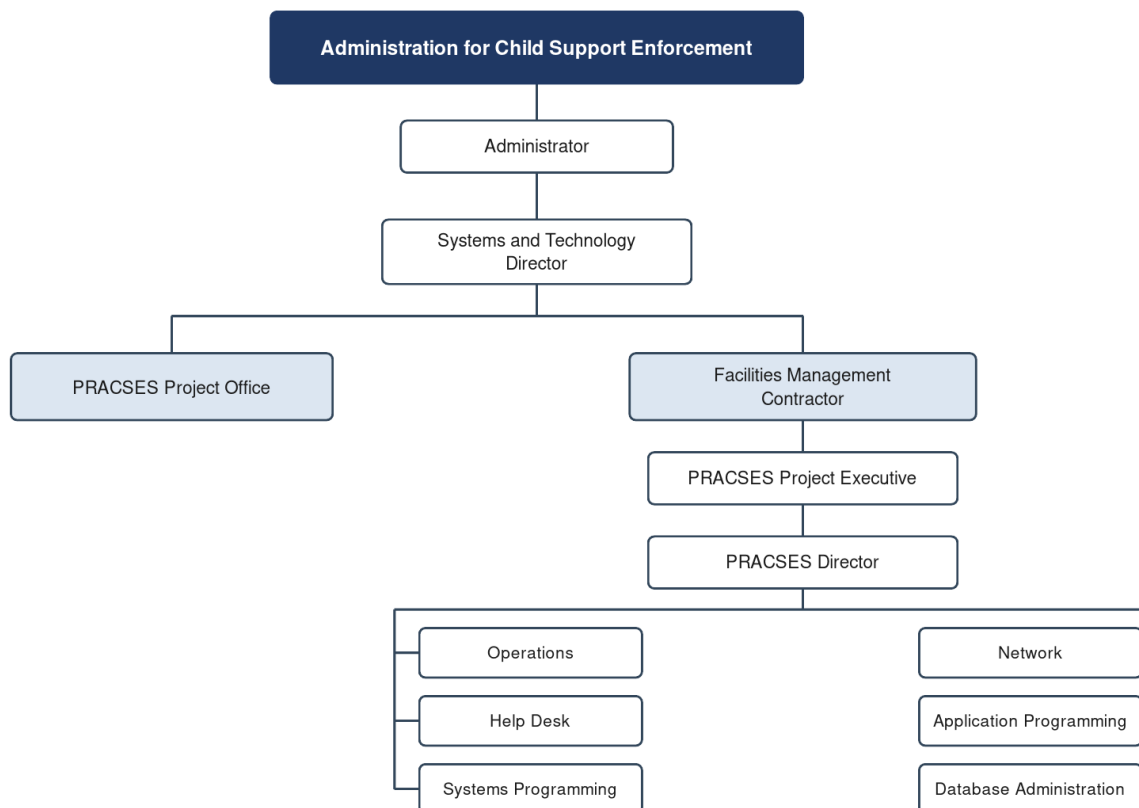


Figure 1-1

## **2.0 Procurement Guidelines, Conditions and Procedures**

### ***2.1 Conformity with RFP Instructions***

Proposals must comply with all instructions, conditions, requirements, schedules, and applicable provisions of this RFP. Failure to comply with a mandatory requirement may result in a Proposal being deemed non-responsive.

Determinations regarding responsiveness, compliance, evaluation, and selection shall be made by the Evaluation Board in accordance with this RFP and applicable law and regulations, in the best interests of ASUME and the Department of the Family.

### ***2.2 Ineligible Bidders - Organizational Conflict of Interest***

Any person or entity that materially participated in the development of the requirements, specifications, Statement of Work, evaluation criteria, or other procurement documents for this RFP shall not be eligible to submit a Proposal or participate as a Subcontractor to an Offeror under this procurement, where such participation would result in an actual or apparent conflict of interest or an unfair competitive advantage.

Offerors are responsible for identifying and disclosing any actual, potential, or apparent organizational conflict of interest involving the Offeror or any proposed Subcontractor. ASUME reserves the right to determine whether a conflict of interest or unfair competitive advantage exists and whether such conflict can be adequately mitigated or requires disqualification.

### ***2.3 Cost of Proposal Preparation***

All costs and expenses incurred by an Offeror in connection with the preparation, presentation, submission, or negotiation of a Proposal, including the cost of any required Proposal Guarantee, shall be borne exclusively by the Offeror. ASUME and the Department of the Family shall have no liability for such costs or expenses, regardless of whether this RFP results in an award or is amended, cancelled, or otherwise terminated.

### ***2.4 Type of Contract***

It is anticipated that a firm fixed monthly cost Contract will be awarded as a result of this procurement. In addition to the provisions of this RFP, any additional clauses or provisions required by Federal or Commonwealth law or regulation in effect at the time of execution of the Contract will be included in the Contract.

The publication and conduct of this RFP by ASUME shall not obligate ASUME or the Government of Puerto Rico to: (i) make an award; (ii) enter into a contract; or (iii) reimburse any expenses of any nature incurred by Proponents in the preparation, submission, or presentation of their proposals, or in their participation in the procurement or negotiation process.

Any contract awarded shall be subject to the availability and approval of the corresponding funds, as well as to all applicable budgetary approvals and the approval of any governmental entities or agencies required to authorize or approve such funds.

### ***2.5 Prohibition on Communication with Staff***

From the date of issuance of this RFP, until such time as a Bidder selection is made and announced, and for the selected Bidder a Contract is signed, all contact with ASUME and, Department of the Family staff and/or any Member of the Evaluation Board and Contractors involved in this procurement is prohibited, except as follows:

1. The designated contact office may be contacted in writing;
2. Staff may be addressed in their official capacity at the Bidders' Conference;
3. Designated staff may be contacted as necessary to schedule and use the Procurement Library;
4. Staff present at, or involved in Oral Presentations or Facilities Management Services Demonstrations may be addressed directly at those times;
5. Staff involved with scheduling or conducting Bidders' inspection visits of ASUME's sites may be directly addressed;
6. Firms or individuals may continue to conduct on-going business relationships with ASUME or its Contractors that are independent of this procurement.

Violation of this prohibition shall be considered sufficient cause for rejection of a Bidder's Proposal.

### ***2.6 Procurement Library***

ASUME will make available to prospective Offerors a Procurement Library containing supplemental information and documentation relevant to the preparation of Proposals under this RFP. The Procurement Library may include technical, operational, historical, infrastructure, staffing, system, network, and other information related to PRACSES, NHRS, the Data Center, and the services contemplated under this RFP.

Information contained in the Procurement Library is provided for informational and Proposal-preparation purposes. The Procurement Library does not modify, amend, supersede, or establish requirements in addition to those set forth in this RFP and any Addenda issued by ASUME.

Access to the Procurement Library shall be provided in the manner and subject to the procedures established by ASUME. ASUME may require prospective Offerors and their authorized representatives to comply with applicable confidentiality, security, identification, and access-control requirements as a condition of access.

Offerors are responsible for reviewing the information made available in the Procurement Library that is relevant to the preparation of their Proposals. Any questions, discrepancies, or requests for clarification arising from information contained in the Procurement Library must be submitted in accordance with Section 2.7 - Written Questions.

ASUME may add, update, clarify, or supplement information contained in the Procurement Library during the procurement process.

## ***2.7 Written Questions***

Any request for clarification or interpretation of this RFP must be submitted in writing by e-mail to the procurement contact identified in Section 1.4 - Issuing Agencies.

Written questions must be received no later than the deadline specified in Section 1.5 - Procurement Schedule and Milestones.

Only written responses, clarifications, or Addenda issued by ASUME shall be binding. Oral statements or interpretations shall not modify the requirements of this RFP.

## ***2.8 Inspection of ASUME Sites***

Offerors may request an inspection of the PRACSES Data Center and other relevant ASUME facilities for informational and Proposal-preparation purposes. Requests for site inspections must be submitted in writing to the authorized procurement contact identified in this RFP. ASUME will coordinate the date, time, location, and applicable access and security requirements for any approved site inspection.

Offerors shall bear all costs associated with such inspections. Information provided or obtained during a site inspection is for informational and Proposal-preparation purposes only and shall not modify, amend, supersede, or establish requirements in addition to those set forth in this RFP and any Addenda issued by ASUME.

Any questions, discrepancies, or requests for clarification arising from a site inspection must be submitted in accordance with Section 2.7 – Written Questions. Any change to the requirements of this RFP shall be made only through an Addendum issued in accordance with Section 2.9.

## ***2.9 Revisions to the RFP***

ASUME reserves the right to amend this RFP prior to the Proposal submission deadline. Any modification to the requirements of this RFP shall be issued through a written Addendum.

All Addenda issued by ASUME shall become part of this RFP and shall be binding upon all Offerors. Each Offeror shall acknowledge receipt of all Addenda by completing and submitting **Attachment D – Acknowledgement of Receipt of Addendum**.

## ***2.10 Cancellation of the RFP***

This RFP does not obligate ASUME or the Department of the Family to award a Contract. ASUME or the Secretary of the Department of the Family reserves the right to cancel this RFP, in whole or in part, at any time prior to Contract award, or to reject any or all Proposals, when such action is determined to be in the best interests of ASUME or the Department of the Family, subject to applicable laws and regulations.

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### ***2.12 Proposal Validity***

Proposals must be **valid for 180 days** following the closing date of this RFP. This period may be extended by mutual written agreement between the Bidder and ASUME.

### ***2.13 Multiple Proposals***

Bidders may submit only one proposal.

### ***2.14 Proposal Guarantee (Bid bond)***

Each Proposal must be accompanied by a Proposal Guarantee in an amount equal to five percent (5%) of the proposed Facilities Management fees for the first twelve (12) months of the Contract. The bid bond shall constitute provisional security furnished by the Bidder to assure the Government of Puerto Rico that the Bidder will maintain its proposal throughout the entire RFP process. The Proposal Guarantee must remain valid for one hundred eighty (180) days following the closing date of this RFP, unless extended by mutual written agreement between ASUME and the Offeror.

The Proposal Guarantee may be provided by means of a bid bond issued by an authorized insurer, an irrevocable letter of credit, money order, or certified check. Any bond or irrevocable letter of credit must be issued by an institution authorized to conduct business in Puerto Rico. ASUME will not accept a bond in an amount lower than that established herein or issued in the name of an entity other than ASUME and/or the Secretary of the Treasury, as applicable. If the bid bond is issued by an insurance company, it shall be made payable to ASUME. If the bid bond is submitted by certified check or money order, it shall be made payable to the Secretary of the Treasury.

The bid bond shall be submitted physically and simultaneously with the Bidder's proposal. Any Bidder that fails to submit the ORIGINAL and SIGNED document and/or instrument evidencing the bid bond shall be disqualified. Failure to submit the required Proposal Guarantee shall result in the rejection of the proposal as non-responsive.

### ***2.15. Proposal Submission***

Proposals must be received by ASUME no later than the date and time specified in Section 1.5 – Procurement Schedule and Milestones.

Proponents shall submit one (1) original and two (2) copies of the Proposal. The format, organization, number of copies, and content of the Proposal shall comply with Section 4.0 – Proposal Format and Preparation Instructions.

Proposals shall be delivered to:

**ASUME Central Office**  
Purchasing Office  
Edificio Mercantil Plaza

Ave. Ponce de León #2  
Hato Rey, Puerto Rico 00918

The envelope containing the proposal submitted in hard copy shall be identified as follows: "Attention: RFP NUMBER: PRACSES-O&M-2026-001." It shall also include the following information: the Proponent's name, the name of the company represented, mailing address, email address, and contact telephone number. Each package shall clearly identify the Offeror and the procurement and shall be marked, as applicable, "Transmittal Letter Package", "Technical Proposal", or "Cost Proposal", together with any other labeling requirements established by ASUME.

An electronic copy must also be submitted to [subasta@asume.pr.gov](mailto:subasta@asume.pr.gov).

Proposals received after the applicable deadline shall be handled in accordance with Section 2.19 – Late Proposals.

#### ***2.16 Intentionally left blank***

#### ***2.17 Intentionally left blank***

#### ***2.18. Certifications***

Each Offeror shall submit all certifications, affidavits, representations, and supporting documentation required under Section 8 – Required Compliance Documents.

Failure to submit a mandatory certification or affidavit, or submission of a materially false or inaccurate certification, may result in disqualification or other action authorized by law.

#### ***2.19. Late Proposals***

Proposals received after the date and time specified in Section 1.5 shall be deemed late and shall not be considered, except to the extent otherwise expressly permitted by applicable law or regulation.

The official time of receipt shall be the time recorded by ASUME at the designated Proposal submission location.

#### ***2.20. Withdrawal of Proposals***

Proposals may not be withdrawn after the closing time for receipt of bids.

#### ***2.21. Oral Presentations***

At its discretion, the Evaluation Board may require one or more Offerors to participate in an oral presentation as part of the evaluation process. Oral presentations may be used to clarify, explain, or further evaluate information contained in an Offeror's Proposal and shall be conducted at a date, time, and location established by the Evaluation Board.

If an oral presentation is requested, the Offeror shall make available the proposed key personnel identified by the Evaluation Board, including any proposed senior executives or management personnel whose participation ASUME determines necessary for the evaluation. Substitution of any required participant shall be permitted only with prior approval of the Evaluation Board upon a showing of reasonable cause.

Oral presentations may be recorded and shall become part of the official procurement record. Any clarification, representation, commitment, or modification arising from an oral presentation that ASUME intends to incorporate into the resulting Contract shall be documented in writing and expressly incorporated into the Contract, as applicable.

Offerors shall submit complete and comprehensive Proposals and shall not rely on an oral presentation as an opportunity to cure material omissions or deficiencies in their Proposals. ASUME reserves the right to evaluate Proposals and award a Contract without conducting oral presentations, discussions, or further clarification.

An Offeror's availability to participate in an oral presentation, if requested by the Evaluation Board, is a requirement of this procurement. Failure to participate as requested may result in disqualification from further consideration.

## ***2.22. Proposal Acceptance***

The Evaluation Board reserves the right, in accordance with applicable law and regulations, to accept or reject any or all Proposals, in whole or in part; to waive minor informalities or irregularities that do not affect the material requirements of this RFP or provide an Offeror with an unfair competitive advantage; and to request clarifications, conduct discussions or negotiations, or request revised Proposals or Best and Final Offers, when determined to be in the best interests of ASUME.

Offerors shall submit complete Proposals containing their best technical and cost offers. ASUME reserves the right to evaluate Proposals and make an award without discussions, negotiations, oral presentations, requests for clarification, or an opportunity to revise a Proposal. Accordingly, Offerors should not assume that they will have an opportunity to modify their initial Proposals after submission.

If ASUME determines that discussions or negotiations are necessary, the Evaluation Board may request clarifications, revisions, improvements, or Best and Final Offers from Offerors remaining under consideration. Any such process shall be conducted in accordance with applicable law and regulations and in a manner that preserves the integrity and fairness of the competitive procurement process.

A request for clarification shall not obligate ASUME to permit an Offeror to cure a material deficiency, satisfy a mandatory requirement that was not met as of the Proposal submission deadline, or otherwise materially alter a non-responsive Proposal, except as permitted by applicable law or regulation.

Any award shall be made to the responsible Offeror whose Proposal is determined to provide the most advantageous offer to ASUME based on the evaluation criteria, requirements, and other factors established in this RFP.

A Notice of Award shall not, by itself, create a contractual obligation on the part of ASUME or the Department of the Family. No contractual obligation shall arise unless and until a Contract has been duly executed by the authorized representatives of the parties and all approvals required by applicable law have been obtained.

The selected Offeror shall cooperate in the preparation, negotiation, and execution of the resulting Contract. The Contract may incorporate, as applicable, this RFP, any Addenda, the selected Offeror's Proposal, any Best and Final Offer, written clarifications or representations accepted by ASUME, and such other terms and conditions as may be agreed upon by the parties and required by applicable law.

If the selected Offeror fails to execute the Contract, provide required documentation, or otherwise satisfy applicable conditions of award within the period established by ASUME, ASUME may withdraw or cancel the award, proceed with another Offeror as permitted by applicable law and regulations, and exercise any rights available with respect to the Proposal Guarantee under Section 2.14.

### **2.23. Non Registered Bidders**

Offerors shall comply with all applicable registration requirements of the Registro Único de Proveedores ("RUP"), administered by the Puerto Rico General Services Administration (Administración de Servicios Generales or "ASG"), and the Registro de Proveedores de Tecnología ("RPT"), administered by the Puerto Rico Innovation and Technology Service ("PRITS"), in accordance with applicable laws, regulations, and administrative requirements.

Each Offeror shall maintain the applicable RUP and RPT registrations in good standing and shall submit evidence of such registrations as required by this RFP.

When a Proponent that is not registered in the RUP participates in this RFP process and submits a proposal, ASUME shall not reject the proposal solely because the Proponent is not registered in the RUP. The Proponent shall be granted five (5) business days from the Proposal Opening Date to submit all required documents to the RUP. If the Proponent fails to submit the required documents within that period, the Proponent shall be disqualified.

Information regarding RUP and RPT registration requirements is available through ASG and PRITS, respectively.

### **2.24. Notice**

Upon completion of the evaluation and selection process, ASUME or the Evaluation Board, as applicable, shall issue written Notice of Award to all Offerors that submitted Proposals under this RFP, in accordance with applicable law and regulations.

The Notice of Award shall include, at a minimum, the following information:

1. The date of the award;
2. Identification of this RFP and the PRACSES procurement;
3. The name and address of the selected Offeror;
4. The determination resulting from the procurement process; and

5. Notice of any applicable right to seek reconsideration or administrative or judicial review, including the applicable filing period and the forum before which such review must be sought, as required by applicable law and regulations.

The notice of award for this RFP shall not constitute a formal agreement between the parties. This RFP shall require the execution of a contract between ASUME and the successful Proponent or the issuance of a purchase order, as determined by ASUME. The Government of Puerto Rico shall not be deemed committed or otherwise bound by any award unless and until the corresponding contract or purchase order, as applicable, has been duly executed and finalized.

Any request for reconsideration or administrative or judicial review relating to the award shall be governed by Section 6.0 – Administrative Review and applicable law and regulations.

#### ***2.25. Request for Review of Award***

Any Offeror adversely affected by a determination or award issued as a result of this RFP may seek reconsideration or other applicable review in accordance with Section 6.0.

#### ***2.26. ASUME Use of Ideas***

Nothing in this RFP shall preclude ASUME from using ideas, concepts, methodologies, processes, or other information contained in a Proposal that are not proprietary or confidential, or that:

1. Were known to ASUME prior to submission of the Proposal;
2. Are or become publicly available through no breach of any confidentiality obligation;
3. Are lawfully obtained by ASUME from another source without restriction on their use; or
4. Are independently developed by or on behalf of ASUME without reliance on the Offeror's proprietary or confidential information.

Nothing in this Section shall be construed as granting ASUME ownership of, or an unrestricted right to use, proprietary or confidential information properly identified by an Offeror in accordance with Section 2.27 – Disclosure of Data or Proprietary Information. Any rights relating to proprietary or confidential information of the selected Offeror shall be governed by the resulting Contract and applicable law.

#### ***2.27. Disclosure of Data or Proprietary Information***

Proposals and other documents submitted in response to this RFP shall be subject to disclosure in accordance with applicable public records laws, regulations, and other legal requirements. ASUME will not disclose Proposal information during the evaluation process except as required or permitted by applicable law.

An Offeror may identify information contained in its Proposal that it considers proprietary, confidential, a trade secret, or otherwise protected from public disclosure under applicable law. Any such information must be clearly identified and, to the extent practicable, segregated from the remainder of the Proposal in a manner that permits ASUME to readily identify the information for which protection is claimed.

The Offeror shall identify the specific information for which confidential treatment is requested and the basis upon which the Offeror claims that such information is protected from disclosure. The marking of information as “confidential,” “proprietary,” or similar designation shall not, by itself, determine whether the information is exempt from disclosure under applicable law.

ASUME shall determine whether information designated by an Offeror as proprietary or confidential is subject to disclosure in accordance with applicable law. ASUME shall not be responsible for the disclosure of information that the Offeror failed to clearly identify as proprietary or confidential, except to the extent such information is otherwise protected from disclosure by applicable law.

If a Contract is awarded, ASUME’s rights to use or disclose proprietary or confidential information of the selected Offeror shall be governed by the resulting Contract and applicable law.

#### ***2.28. Performance Bond***

The selected Offeror shall provide a Performance Bond, at its own expense, as security for the full and faithful performance of its obligations under the resulting Contract.

The Performance Bond shall be in an amount equivalent to five (5) months of the monthly Facilities Management operations fee applicable to the first year of the Contract and shall be issued by a surety authorized to conduct business in Puerto Rico and acceptable to ASUME.

The selected Offeror shall provide the Performance Bond within ten (10) business days following the Notice of Award, or within such other period established in writing by ASUME, and in all cases prior to execution of the Contract unless otherwise authorized by ASUME.

The Performance Bond shall be in a form acceptable to ASUME and shall not contain terms or conditions that materially limit the obligations secured by the bond or ASUME’s rights and remedies in the event of the Contractor’s default or failure to fulfil its contractual obligations.

The Performance Bond shall remain continuously in effect throughout the term of the Contract and for six (6) months following its expiration or termination, unless a different period is established in the resulting Contract.

Failure of the selected Offeror to timely provide the required Performance Bond may result in withdrawal or cancellation of the award and the exercise of any other rights or remedies available to ASUME under this RFP, the Proposal Guarantee, or applicable law.

#### ***2.29. Insurance Requirements***

The awarded Offeror shall obtain and maintain, at its own expense, all insurance coverage required under Attachment H - Insurance Requirements. The coverage, limits, endorsements, certificates, additional-insured requirements, and other conditions specified in Attachment H are incorporated herein by reference and shall apply throughout the Contract term, including any applicable transition period.

### **3.0 Statement of Work for IT Operations Facilities Management**

This Section 3.0 defines the Statement of Work and establishes the minimum services, responsibilities, performance requirements, deliverables, staffing obligations, and other requirements to be provided by the Facilities Management Contractor (“FMC”) in connection with the operation, maintenance, support, and enhancement of PRACSES and, as applicable, the New Hire Registry System (“NHRS”), the Statistics Portal, and other portals, applications, interfaces, and supporting systems used to support ASUME’s programmatic and operational functions.

The FMC shall provide all personnel, management, technical expertise, operational support, maintenance services, tools, processes, documentation, and other resources necessary to perform the Services described in this Section 3.0 and to meet the applicable performance and service level requirements of this RFP, except for those resources expressly identified in this RFP as the responsibility of ASUME or another party.

The requirements set forth in this Section 3.0 constitute minimum requirements. The FMC shall be responsible for performing all activities reasonably necessary to provide the Services and achieve the required results, whether or not every incidental activity is expressly identified herein, provided that such activities are within the scope of the Services contemplated by this RFP.

All Services shall be performed in accordance with this RFP, the resulting Contract, applicable Federal and Commonwealth laws and regulations, applicable security and confidentiality requirements, and ASUME-approved policies, procedures, standards, and directives.

#### **3.1. Introduction and General Information**

ASUME seeks to procure comprehensive information technology operations and Facilities Management Services necessary to support the continuous, secure, reliable, and effective operation of PRACSES and NHRS.

The Services include, as applicable, Data Center operations, production processing, applications maintenance and enhancement, systems programming, database administration, network and telecommunications support, Help Desk services, security, disaster recovery and business continuity, technical support, performance monitoring, reporting, transition services, and related management and governance activities described in this Statement of Work.

The entity selected to perform the Services shall be referred to throughout this RFP as the FMC.

#### **3.2. Definitions of relevant terms**

For purposes of this Statement of Work, the following terms shall have the meanings set forth below. Defined terms used elsewhere in this RFP shall have the same meaning unless the context expressly requires otherwise.

The following defined terms shall have the meanings specified below:

1. "Additional Fees" means fees approved by ASUME for authorized Additional Services performed by the FMC in accordance with the Contract.
2. "Additional Services Proposal" means a written proposal submitted by the FMC at ASUME's request describing the scope, approach, schedule, resources, assumptions, deliverables, and proposed fees, if any, associated with requested Additional Services.
3. "Additional Services Authorization" means a written amendment, change order, task order, or other written authorization executed or approved by ASUME, as applicable, authorizing the FMC to perform specified Additional Services and establishing the applicable scope, schedule, deliverables, fees, and other terms.
4. "Additional Services" means services requested by ASUME that are outside the scope of the Services included in the Contract and that are expressly authorized by ASUME in writing in accordance with the Contract.
5. "Application Enhancements" means ASUME-approved modifications to PRACSES, NHRS or other Portals or applications to add, modify, or materially expand applications functionality beyond routine corrective, perfective, or adaptive maintenance.
6. "Application Software" means the PRACSES and NHRS application software, including all authorized modifications, updates, interfaces, components, and enhancements thereto.
7. "Asset Management Services" means the inventory, identification, tracking, cataloging, monitoring, lifecycle management, and reporting of hardware, software, licenses, equipment, and other technology assets within the scope of the Services.
8. "ASUME" means the Administración para el Sustento de Menores (Administration for Child Support Enforcement), an operational component of the Puerto Rico Department of the Family. ASUME was created by Puerto Rico Law 86 of August 17, 1994, with a principal place of business at San Juan, Puerto Rico.
9. "ASUME Agents" means contractors, consultants, representatives, and other third parties authorized by ASUME to perform activities related to the Services.
10. "ASUME Data" means all data, records, files, information, content, and databases owned by, provided by, collected for, processed for, generated for, or maintained on behalf of ASUME in connection with PRACSES or the Services, regardless of format or storage medium.
11. "ASUME Machines" means hardware, equipment, devices, and related technology assets owned, leased, or otherwise provided by ASUME and used in connection with PRACSES or the Services.
12. "ASUME Project Manager" means the individual designated by ASUME as its primary operational point of contact for administration and oversight of the FMC's performance under the Contract.
13. "Service Locations" means locations owned, leased, operated, or otherwise authorized by ASUME or the FMC from which any portion of the Services is provided or supported.
14. "ASUME Software" means software owned by or licensed to ASUME and used in connection with PRACSES, or the Services, including ASUME Proprietary Software and ASUME Third-Party Software.
15. "ASUME Third-Party Software" means third-party software and related documentation licensed or otherwise lawfully made available to ASUME for use in connection with PRACSES or the Services.
16. "Benchmark" means an objective comparison of PRACSES or NHRS technology, costs, performance, capacity, or Service Levels against agreed-upon industry standards, comparable environments, or other objective measures.
17. "Benchmarker" means an independent third party acceptable to ASUME that performs a Benchmark in accordance with Section 3.11.7.
18. "Benchmark Results" means the written findings, supporting data, methodology,

conclusions, and recommendations resulting from a Benchmark.

19. "Benchmarking Process" shall mean the process established by ASUME and the FMC for the objective measurement and comparison of applicable Services and performance metrics against mutually agreed-upon baselines and relevant industry standards.
20. "Change Control Procedures" means the ASUME-approved procedures governing the identification, evaluation, authorization, testing, implementation, documentation, and tracking of Changes to PRACSES, the technology environment, or the Services.
21. "Change" means an authorized modification to the configuration, functionality, infrastructure, software, interfaces, processes, or technical environment supporting PRACSES or the Services.
22. "Confidential Information" means information that is confidential, proprietary, privileged, security-sensitive, or otherwise protected from unauthorized use or disclosure under applicable law, regulation, the Contract, or an applicable confidentiality requirement, including protected ASUME Data.
23. "Consents" means all licenses, permissions, approvals, authorizations, and other third-party rights necessary for the lawful performance or receipt of the Services.
24. "Contract Year" means each consecutive 12-month period beginning on the Effective Date of the Contract or an anniversary thereof.
25. "Data Services" means the telecommunications, network, connectivity, data-transfer, remote-access, monitoring, and related support services required to support PRACSES and its components.
26. "Developed Software" means software, code, scripts, configurations, interfaces, modifications, enhancements to Application Software, and related documentation developed specifically for ASUME by or on behalf of the FMC in performance of the Contract.
27. "Development Request" means a written request authorized by ASUME for development, modification, enhancement, or related technical work in the Application Development.
28. "Disaster" means an event or condition that materially disrupts or threatens the continued availability, integrity, security, or operation of PRACSES, the Data Center, or other critical Services and requires activation of all or part of the Disaster Recovery Plan maintained by FMC.
29. "Documentation" means all technical, operational, administrative, security, configuration, process, system, user, training, maintenance, and other documentation prepared, maintained, or used by the FMC in connection with the Services.
30. "Employee(s)" shall mean the Project Staff members who are (a) assigned to the key positions identified in the resulting agreement and (b) identified, and agreed upon, by the ASUME Project Manager and the FMC Project Manager.
31. "End User(s)" shall mean the remote end users at the different ASUME Service Locations.
32. "End-User Machines" means workstations, laptops, terminals, peripherals, and other end-user computing devices used to access PRACSES or related Services.
33. "Fees" means the compensation payable to the FMC for Services performed under the Contract, including approved Additional Fees, as applicable.
34. "Force Majeure Event" means an event beyond the reasonable control of the affected party, without its fault or negligence, that could not reasonably have been prevented, avoided, or overcome through commercially reasonable precautions, alternate resources, disaster recovery, business continuity measures, or other reasonable means.
35. "Help Desk" means the centralized support function responsible for receiving, recording, tracking, escalating, coordinating, and resolving incidents, service requests, and user support matters relating to PRACSES and the Services.

36. "Improved Technology" means commercially available or reasonably mature technology that may materially improve the performance, security, reliability, efficiency, maintainability, scalability, or cost-effectiveness of PRACSES or the Services.
37. "LAN and WAN Support Services" means the monitoring, administration, maintenance, troubleshooting, configuration, security, and technical support of local and wide area network infrastructure and connectivity within the scope of the Services.
38. "LAN" means Local Area Network.
39. "Machine Maintenance Services" means preventive, corrective, diagnostic, repair, replacement-coordination, and other maintenance and support services required for hardware and equipment within the scope of the Services.
40. "Machines" means ASUME Machines and FMC Machines, collectively.
41. "Management Procedures Manual" means the ASUME-approved manual documenting the management, operational, administrative, escalation, governance, and control procedures applicable to the FMC's performance of the Services.
42. "New Service Levels" means Service Levels established and approved by ASUME for authorized Additional Services or for Services for which a Service Level is subsequently established in accordance with the Contract.
43. "Facilities Management Contractor" or "FMC" means the Offeror selected by ASUME to perform the Services under the resulting Contract.
44. "FMC Agents" means approved subcontractors, consultants, representatives, and other persons or entities acting on behalf of the FMC in connection with the Services.
45. "FMC Data Center Manager" means the FMC Key Employee responsible for the day-to-day management and operation of the PRACSES Data Center.
46. "FMC Machines" means hardware, equipment, devices, and related technology assets owned, leased, or otherwise provided by the FMC for performance of the Services.
47. "FMC Project Executive" means the senior FMC executive with overall responsibility and accountability for the FMC's performance of the Services and relationship with ASUME.
48. "FMC Proprietary Software" means software and related documentation owned by the FMC and used by the FMC in connection with performance of the Services, excluding Developed Software.
49. "FMC Software" means FMC Proprietary Software and FMC Third-Party Software, collectively.
50. "FMC Third-Party Software" means third-party software and related documentation licensed, leased, or otherwise lawfully obtained by the FMC for use in performing the Services.
51. "FMC Tools" means tools, utilities, equipment, methodologies, software, scripts, and other resources owned, licensed, or otherwise provided by the FMC for performance of the Services and not developed specifically for ASUME.
52. "Service Level Credit(s)" shall mean the monetary credit assessed against the FMC and applied to amounts otherwise payable by ASUME when the FMC fails to achieve an applicable Service Level, as determined in accordance with Section 3.11.
53. "Reports" means recurring, periodic, event-driven, ad hoc, or other reports required under this RFP, the Contract, or reasonably requested by ASUME in connection with the Services.
54. "Scheduled Downtime" means a period of system unavailability for planned maintenance, upgrades, configuration changes, backups, testing, or other authorized activities that has been approved in advance by ASUME and performed within an approved maintenance window.
55. "Service Levels" means the measurable performance standards, availability requirements, response and resolution times, processing requirements, and other performance commitments applicable to the Services as established in this RFP.

56. "Severity Level" means the classification assigned to an incident based on its impact, urgency, scope, and effect on ASUME operations, as follows: "Severity 1" means a critical incident that causes a complete outage of a critical service, prevents essential business operations, creates a material security risk, or has a comparable critical operational impact. "Severity 2" means a significant incident that materially degrades a service or business operation but for which operations can continue on a limited basis or through a workaround. "Severity 3" means a non-critical incident with limited operational impact for which normal operations can substantially continue.
57. "Software Maintenance Services" means the technical and management activities necessary to maintain the functionality, reliability, performance, security, compatibility, and supportability of software within the scope of the Services, including Corrective Maintenance, Perfective Maintenance, and Adaptive Maintenance. "Corrective Maintenance" means modifications required to diagnose and correct software defects or failures. "Perfective Maintenance" means modifications intended to improve performance, efficiency, maintainability, usability, documentation, or other software attributes without materially adding new business functionality. "Adaptive Maintenance" means modifications required to maintain compatibility or functionality as a result of changes in the technical, regulatory, security, operating, or external environment.
58. "Software" means ASUME Software, FMC Software, Developed Software, and other software authorized for use in connection with the Services.
59. "Steering Committee" means the governance body established by ASUME, with participation by ASUME and the FMC, to provide executive oversight, review performance, address escalated matters, and support strategic decision-making regarding the Services.
60. "System Availability" means the percentage of the applicable Service Level measurement period during which PRACSES and the applicable supporting services are operational, accessible, and capable of performing their intended functions for authorized users, excluding only approved Scheduled Downtime and other exclusions expressly identified in the applicable Service Level.
61. "Third-Party Approval" means any license, consent, approval, authorization, certification, or other permission from a third party or governmental entity required for the lawful performance of the Services.
62. "Third-Party Services" means services provided to ASUME by a person or entity other than the FMC and outside the FMC's contractual scope of responsibility.
63. "Transition Assistance Services" means services and cooperation required from the FMC to facilitate the orderly, secure, complete, and uninterrupted transfer of the Services, ASUME Data, Documentation, operational responsibilities, knowledge, and applicable assets to ASUME or a successor contractor upon expiration, termination, or transition of the Contract.
64. "WAN" means Wide Area Network.
65. "Work Product" means reports, documentation, configurations, designs, specifications, procedures, analyses, data compilations, interfaces, scripts, deliverables, and other materials created specifically for ASUME by or on behalf of the FMC in performance of the Services, excluding FMC pre-existing materials and FMC Tools unless otherwise provided in the Contract.

### 3.3. Relevant Program Statistics

#### ASUME / PRACSES — Quarterly Collections and Distributions (2005–2024)

| Quarter Ending      | Collections        | Distributions      | % of Collections Distributed |
|---------------------|--------------------|--------------------|------------------------------|
| <b>2005</b>         |                    |                    |                              |
| Mar                 | 69,078,051         | 63,105,307         | 91.4%                        |
| Jun                 | 72,545,929         | 68,764,886         | 94.8%                        |
| Sep                 | 71,355,633         | 66,215,593         | 92.8%                        |
| Dec                 | 69,083,344         | 64,404,939         | 93.2%                        |
| <b>Annual Total</b> | <b>282,062,957</b> | <b>262,490,725</b> | <b>93.1%</b>                 |
| <b>2006</b>         |                    |                    |                              |
| Mar                 | 76,392,874         | 68,192,684         | 89.3%                        |
| Jun                 | 73,122,554         | 67,056,622         | 91.7%                        |
| Sep                 | 73,543,585         | 68,161,532         | 92.7%                        |
| Dec                 | 73,212,491         | 67,746,961         | 92.5%                        |
| <b>Annual Total</b> | <b>296,271,504</b> | <b>271,157,799</b> | <b>91.5%</b>                 |
| <b>2007</b>         |                    |                    |                              |
| Mar                 | 79,229,412         | 71,883,537         | 90.7%                        |
| Jun                 | 82,694,469         | 74,528,860         | 90.1%                        |
| Sep                 | 77,022,957         | 70,917,610         | 92.1%                        |
| Dec                 | 78,520,592         | 72,529,015         | 92.4%                        |
| <b>Annual Total</b> | <b>317,467,430</b> | <b>289,859,022</b> | <b>91.3%</b>                 |
| <b>2008</b>         |                    |                    |                              |
| Mar                 | 85,685,073         | 77,125,079         | 90.0%                        |
| Jun                 | 90,233,120         | 80,702,813         | 89.4%                        |
| Sep                 | 99,223,643         | 89,331,378         | 90.0%                        |
| Dec                 | 83,662,506         | 78,036,464         | 93.3%                        |
| <b>Annual Total</b> | <b>358,804,342</b> | <b>325,195,734</b> | <b>90.6%</b>                 |
| <b>2009</b>         |                    |                    |                              |
| Mar                 | 89,847,647         | 81,580,318         | 90.8%                        |
| Jun                 | 93,418,330         | 83,417,136         | 89.3%                        |
| Sep                 | 87,966,408         | 82,128,070         | 93.4%                        |
| Dec                 | 89,331,147         | 84,229,000         | 94.3%                        |
| <b>Annual Total</b> | <b>360,563,532</b> | <b>331,354,524</b> | <b>91.9%</b>                 |
| <b>2010</b>         |                    |                    |                              |
| Mar                 | 93,155,034         | 85,737,932         | 92.0%                        |
| Jun                 | 94,752,975         | 87,504,830         | 92.4%                        |
| Sep                 | 89,566,598         | 81,778,125         | 91.3%                        |
| Dec                 | 92,399,178         | 83,916,828         | 90.8%                        |

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|---------------------|--------------------|--------------------|--------------|
| <b>Annual Total</b> | <b>369,873,785</b> | <b>338,937,715</b> | <b>91.6%</b> |
| <b>2011</b>         |                    |                    |              |
| Mar                 | 92,862,021         | 85,254,568         | 91.8%        |
| Jun                 | 98,807,446         | 90,131,653         | 91.2%        |
| Sep                 | 91,509,087         | 83,093,686         | 90.8%        |
| Dec                 | 92,465,478         | 84,340,213         | 91.2%        |
| <b>Annual Total</b> | <b>375,644,032</b> | <b>342,820,120</b> | <b>91.3%</b> |
| <b>2012</b>         |                    |                    |              |
| Mar                 | 96,292,700         | 87,292,700         | 90.7%        |
| Jun                 | 91,516,611         | 83,141,139         | 90.8%        |
| Sep                 | 88,183,256         | 82,237,187         | 93.3%        |
| Dec                 | 89,126,472         | 82,045,295         | 92.1%        |
| <b>Annual Total</b> | <b>365,119,039</b> | <b>334,716,321</b> | <b>91.7%</b> |
| <b>2013</b>         |                    |                    |              |
| Mar                 | 84,505,388         | 76,393,775         | 90.4%        |
| Jun                 | 98,540,683         | 87,720,531         | 89.0%        |
| Sep                 | 92,325,063         | 85,909,565         | 93.1%        |
| Dec                 | 88,126,063         | 81,615,505         | 92.6%        |
| <b>Annual Total</b> | <b>363,497,197</b> | <b>331,639,376</b> | <b>91.2%</b> |
| <b>2014</b>         |                    |                    |              |
| Mar                 | 92,517,471         | 83,499,533         | 90.3%        |
| Jun                 | 93,265,864         | 84,131,903         | 90.2%        |
| Sep                 | 92,010,152         | 85,672,990         | 93.1%        |
| Dec                 | 87,559,287         | 81,207,684         | 92.7%        |
| <b>Annual Total</b> | <b>365,352,774</b> | <b>334,512,110</b> | <b>91.6%</b> |
| <b>2015</b>         |                    |                    |              |
| Mar                 | 92,775,104         | 83,530,000         | 90.0%        |
| Jun                 | 91,727,163         | 82,649,370         | 90.1%        |
| Sep                 | 85,884,780         | 80,917,370         | 94.2%        |
| Dec                 | 88,582,781         | 83,569,687         | 94.3%        |
| <b>Annual Total</b> | <b>358,969,828</b> | <b>330,666,427</b> | <b>92.1%</b> |
| <b>2016</b>         |                    |                    |              |
| Mar                 | 95,631,382         | 86,136,443         | 90.1%        |
| Jun                 | 93,613,077         | 84,017,065         | 89.7%        |
| Sep                 | 87,427,971         | 82,385,424         | 94.2%        |
| Dec                 | 84,957,366         | 79,386,972         | 93.4%        |
| <b>Annual Total</b> | <b>361,629,796</b> | <b>331,925,904</b> | <b>91.8%</b> |
| <b>2017</b>         |                    |                    |              |
| Mar                 | 97,486,891         | 87,593,712         | 89.9%        |
| Jun                 | 92,422,400         | 83,278,804         | 90.1%        |
| Sep                 | 80,003,151         | 75,314,925         | 94.1%        |

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| Dec                 | 75,257,452         | 70,444,134         | 93.6%        |
| <b>Annual Total</b> | <b>345,169,894</b> | <b>316,631,575</b> | <b>91.7%</b> |
| <b>2018</b>         |                    |                    |              |
| Mar                 | 90,266,281         | 81,863,558         | 90.7%        |
| Jun                 | 94,257,377         | 84,248,676         | 89.4%        |
| Sep                 | 80,025,622         | 75,138,533         | 93.9%        |
| <b>Annual Total</b> | <b>264,549,280</b> | <b>241,250,767</b> | <b>91.2%</b> |
| <b>2019</b>         |                    |                    |              |
| Mar                 | 88,956,322         | 79,632,530         | 89.5%        |
| Jun                 | 92,903,229         | 82,788,068         | 89.1%        |
| Sep                 | 83,150,483         | 77,329,314         | 93.0%        |
| Dec                 | 82,315,149         | 76,082,875         | 92.4%        |
| <b>Annual Total</b> | <b>347,325,183</b> | <b>315,832,787</b> | <b>90.9%</b> |
| <b>2020</b>         |                    |                    |              |
| Mar                 | 86,281,141         | 76,892,256         | 89.1%        |
| Jun                 | 145,843,794        | 124,784,960        | 85.6%        |
| Sep                 | 95,936,000         | 86,641,195         | 90.3%        |
| Dec                 | 91,355,544         | 77,994,720         | 85.4%        |
| <b>Annual Total</b> | <b>419,416,479</b> | <b>366,313,131</b> | <b>87.3%</b> |
| <b>2021</b>         |                    |                    |              |
| Mar                 | 82,266,306         | 76,342,317         | 92.8%        |
| Jun                 | 107,602,527        | 99,250,369         | 92.2%        |
| Sep                 | 84,590,112         | 75,122,643         | 88.8%        |
| Dec                 | 78,986,997         | 71,689,448         | 90.8%        |
| <b>Annual Total</b> | <b>353,445,942</b> | <b>322,404,777</b> | <b>91.2%</b> |
| <b>2022</b>         |                    |                    |              |
| Mar                 | 83,932,145         | 75,291,325         | 89.7%        |
| Jun                 | 87,927,113         | 77,500,399         | 88.1%        |
| Sep                 | 71,529,098         | 65,593,561         | 91.7%        |
| Dec                 | 70,286,986         | 64,282,846         | 91.5%        |
| <b>Annual Total</b> | <b>313,675,342</b> | <b>282,668,131</b> | <b>90.1%</b> |
| <b>2023</b>         |                    |                    |              |
| Mar                 | 73,295,836         | 66,904,251         | 91.3%        |
| Jun                 | 90,833,265         | 80,660,906         | 88.8%        |
| Sep                 | 68,367,235         | 62,408,568         | 91.3%        |
| Dec                 | 67,727,359         | 61,614,390         | 91.0%        |
| <b>Annual Total</b> | <b>300,223,695</b> | <b>271,588,115</b> | <b>90.5%</b> |
| <b>2024</b>         |                    |                    |              |
| Mar                 | 75,563,148         | 67,677,655         | 89.6%        |
| Jun                 | 87,285,895         | 76,759,774         | 87.9%        |
| Sep                 | 67,652,480         | 61,645,768         | 91.1%        |

|                     |                    |                    |              |
|---------------------|--------------------|--------------------|--------------|
| Dec                 | 66,796,364         | 61,778,567         | 92.5%        |
| <b>Annual Total</b> | <b>297,297,887</b> | <b>267,861,764</b> | <b>90.1%</b> |
| <b>2025</b>         |                    |                    |              |
| <b>Mar</b>          | <b>73,391,487</b>  | <b>80,972,365</b>  | 110.33%      |
| <b>Jun</b>          | <b>87,002,780</b>  | <b>88,499,566</b>  | 101.72%      |
| <b>Sep</b>          | <b>65,882,355</b>  | <b>67,414,592</b>  | 102.33%      |
| <b>Dec</b>          | <b>65,186,942</b>  | <b>67,781,000</b>  | 103.98%      |
| <b>Annual Total</b> | <b>291,463,564</b> | <b>304,667,523</b> | 104.53%      |

*% of Collections Distributed" is calculated (Distributions ÷ Collections).*

### **3.4. Federal Certification Status and Continued Compliance**

PRACSES received Federal certification on April 30, 2004, as compliant with the applicable Federal requirements for automated child support enforcement systems.

The FMC shall operate, maintain, support, and enhance PRACSES in a manner that preserves ASUME's compliance with applicable Federal requirements. The FMC shall ensure that maintenance activities, system modifications, Application Enhancements, infrastructure changes, technology upgrades, and other changes within its scope of responsibility are evaluated and implemented in a manner that does not adversely affect PRACSES compliance with applicable Federal requirements.

The FMC shall provide all reasonable technical and operational support requested by ASUME in connection with Federal reviews, audits, assessments, certifications, recertifications, corrective action activities, or other compliance-related activities involving PRACSES. Such support shall include, as applicable, preparation and production of technical documentation, system information, reports, test results, supporting data, remediation plans, and participation by appropriate FMC personnel.

Additional requirements relating to Federal program and system compliance are set forth in Section 3.8.6 – Federal Functional Requirements.

### **3.5. New Hire Registry System**

Existing system developed in C# .Net where we require maintenance, development of improvements, implementation, security, and operation of the Puerto Rico New Hire Registration System, known as NHRS.

The objective of this system is to capture new hire data submitted by the employer through various means, including online, paper (by fax or first-class mail), or Email.

The FMC shall maintain and support the NHRS application, interfaces, processing functions, databases, security controls, and supporting technical environment in accordance with the requirements of this RFP and applicable Federal and Commonwealth requirements.

### **3.5.1 NHRS Process Flow**

Any employer who hires a new employee has to provide the following information to ASUME's New Hires Registry section:

- (a) Name, address and social security number of the new employee;
- (b) Name, address and its federal employer identification number;
- (c) The date in which the new employee renders services for the first time that will be paid by the employer;
- (d) Availability of Medical Insurance

The information can be submitted electronically or magnetically twice per month and must be sent to the State New Hire within 5 workdays from its receipt and within two (2) workdays must:

- a. Perform a computerized comparison of the social security numbers of the employees that are reported by the employers and the obligors as they appear in the State Register of the Child Support Cases of ASUME.
- b. If the information matches, it must be transferred and included in the State Register of the Child Support Cases of ASUME.
- c. If the case identified has a child support order, an Income Withholding Order must be issued.

The information must be provided to the National Register of New Hires within three (3) working days after the data has been reported to the State Register of New Hires. More information will be available in the Procurement Library.

### **3.5.2 Supporting Applications and Portals**

In addition to PRACSES and the New Hire Registry System ("NHRS"), ASUME utilizes various web-based portals, applications, interfaces, databases, and related technology solutions that support the administration and operation of the Child Support Program. These applications complement PRACSES and provide functionality to ASUME personnel, program participants, employers, and other authorized users.

Such applications currently include, but are not limited to, the Statistics Portal, Personalized Services Platform (PSP), Judges Administration application, and Prosecutors Administration application, as well as other existing applications and portals identified by ASUME that support programmatic, administrative, reporting, case management, customer service, or operational functions.

The FMC shall be responsible for the operation, maintenance, technical support, troubleshooting, correction of defects, security, implementation of modifications and improvements, and development of enhancements for these applications and their associated components, as directed by ASUME and within the scope of this RFP.

The FMC's responsibilities shall include, as applicable:

- Maintaining the applications, source code, databases, interfaces, APIs, reports, batch processes, configurations, and related technical components;
- Diagnosing and correcting application errors, defects, performance issues, and processing failures;

- Developing, testing, documenting, and implementing modifications, improvements, and Application Enhancements requested or approved by ASUME;
- Maintaining compatibility and interoperability with PRACSES and other ASUME systems, applications, interfaces, and authorized external systems, as applicable;
- Applying required security updates, patches, configuration changes, and remediation measures;
- Supporting testing, deployment, implementation, and production activities;
- Maintaining appropriate technical, functional, operational, and user documentation;
- Providing technical assistance to ASUME personnel and authorized users in connection with the operation and use of the applications; and

The FMC shall perform these services in accordance with the service levels, security requirements, change management procedures, development standards, documentation requirements, and other applicable provisions established in this RFP.

The applications specifically identified in this Section shall not constitute an exhaustive list. The FMC shall also maintain and support other existing ASUME applications, portals, interfaces, and related technology solutions that ASUME identifies as supporting the operation and administration of the Child Support Program and that are included within the scope of the Facilities Management Services.

### ***3.6 Intentionally left blank***

## ***3.7. Information Technology Infrastructure***

### **3.7.1. Data Center**

The FMC shall provide and operate the Data Center environment necessary to support PRACSES, NHRS, and the Services. The Data Center location and operating model proposed by the Offeror shall be subject to ASUME approval and shall satisfy all requirements of this RFP.

Primary production operations shall be maintained in Puerto Rico. Disaster recovery capabilities shall be maintained at a geographically separate location in accordance with Section 3.8.9.4.

The Data Center environment shall provide sufficient physical security, environmental controls, redundancy, connectivity, capacity, resiliency, monitoring, access controls, and other capabilities necessary to satisfy the requirements and Service Levels established in this RFP.

The center houses the following facilities:

1. Mainframe computer room
2. Communications center
3. Help Desk
4. Application support
5. Administration

### 3.7.1.1. HARDWARE CONFIGURATION

#### PRACSES Data Center - Hardware Configuration (Current Environment)

| Equipment   | Owner         | Model                    | Type           | Status / Notes |
|-------------|---------------|--------------------------|----------------|----------------|
| IBM         | ASUME         | DS8A10                   | Storage        | Active         |
| IBM         | ASUME         | THINK PAD Levono I7      | PC Server      | Active         |
| IBM         | ASUME         | z16                      | CPU            | Active         |
| IBM         | ASUME         | PRIZIM x3650 M4          | Communications | Active         |
| Transition  | Incumbent FMC | Media Converter          | Communications | Active         |
| Transition  | Incumbent FMC | Media Converter          | Communications | Active         |
| Rack        | ASUME         | Panduit                  | Rack           | Active         |
| Rack        | ASUME         | Dell                     | Rack           | Active         |
| IBM Storage | ASUME         | Appliance Model AP1      | Storage        | Active         |
| DELL        | ASUME         | POWER EDGE R610          | PC Server      | Active         |
| DELL        | ASUME         | POWER EDGE R610          | PC Server      | Active         |
| DELL        | Incumbent FMC | POWER EDGE R620          | PC Server      | Active         |
| DELL        | Incumbent FMC | POWER EDGE R440          | PC Server      | Active         |
| DELL        | Incumbent FMC | POWER EDGE R640          | PC Server      | Active         |
| DELL        | Incumbent FMC | POWER EDGE R610          | PC Server      | Active         |
| DELL        | Incumbent FMC | POWER EDGE R620          | PC Server      | Active         |
| DELL        | incumbent FMC | POWER EDGE R430          | PC Server      | Active         |
| DELL        | Incumbent FMC | KVM 21620 Console Switch | KVM            | Active         |
| DELL        | Incumbent FMC | Data Domain DD6900       | Storage        | Active         |
| DELL        | Incumbent FMC | DLM8500                  | Communications | Active         |
| NUTANIX     | Incumbent FMC | NX-3035-G10              | PC Server      | Active         |
| NUTANIX     | Incumbent FMC | NX-3035-G10              | PC Server      | Active         |
| NUTANIX     | Incumbent FMC | NX-3035-G10              | PC Server      | Active         |
| Forti       | Incumbent FMC | Fortigate40D             | Communications | Active         |
| CISCO       | Incumbent FMC | Catalyst 1300 Switch     | Communications | Active         |
| CISCO       | Incumbent FMC | Catalyst 1300 Switch     | Communications | Active         |
| CISCO       | Incumbent FMC | 4321 Router              | Communications | Active         |
| IBM         | ASUME         | HMC                      | PC Server      | Active         |
| AC Units    | Incumbent FMC | AC Airflow               | Environmental  | Active         |
| AC Units    | Incumbent FMC | AC Airflow               | Environmental  | Active         |
| UPS         | ASUME         | Galaxy V5 50K            | Environmental  | Active         |

|                  |       |                 |          |        |
|------------------|-------|-----------------|----------|--------|
| Ricoh<br>Printer | ASUME | Ricoh Pro 83205 | Printing | Active |
|------------------|-------|-----------------|----------|--------|

This inventory reflects the current (as-is) PRACSES Data Center hardware environment and is provided for information only. Equipment identified as owned by the Incumbent FMC (highlighted) is not warranted to transfer to, or be used by, the awarded Contractor. Offerors are responsible for providing the equipment necessary to meet the required service levels. For consistency, owner labels have been standardized to “ASUME” or “Incumbent FMC,” equipment types were normalized (e.g., “Environmental,” “Communications”), and the printer brand was corrected to “Canon.”

### 3.7.1.2. SOFTWARE CONFIGURATION

| PRACSES - Software Configuration (Current Environment) |                        |                            |                                       |                |
|--------------------------------------------------------|------------------------|----------------------------|---------------------------------------|----------------|
| Section                                                | Software               | Category                   | Function / Notes                      | Status / Notes |
| Application / Server Software                          | Windows 2019, 2022     | Operating System           | Windows Server Operating system       | Active         |
| Application / Server Software                          | MFT CyberFusion        | Middleware / File Transfer | Managed file transfer between systems | Active         |
| Application / Server Software                          | BlueZone               | Terminal Emulation         | Mainframe/host terminal access        | Active         |
| Application / Server Software                          | VMware                 | Virtualization             | Server virtualization platform        | Active         |
| Application / Server Software                          | Microsoft SQL Server   | Database                   | Relational database engine            | Active         |
| Application / Server Software                          | Ipswitch WhatsUp Gold  | Network Monitoring         | Infrastructure/network monitoring     | Active         |
| Application / Server Software                          | Symantc                | Endpoint Security          | Antivirus / endpoint protection       | Active         |
| Application / Server Software                          | ManageEngine Help Desk | Help Desk / ITSM           | Service desk and ticketing            | Active         |
| Application / Server Software                          | Microsoft Visio        | Diagramming                | Technical/process diagramming         | Active         |
| Application / Server Software                          | Visual Studio (.NET)   | Development / IDE          | Application development environment   | Active         |
| Application / Server Software                          | Office 365             | Productivity Suite         | Email and office productivity         | Active         |
| Application / Server Software                          | Legal Suite for GUI    | Application                | Legal/case support application        | Active         |
| Application / Server Software                          | Wing FTP               | File Transfer              | FTP/secure file transfer server       | Active         |
| Application / Server Software                          | Excelli Print          | Print Management           | Enterprise print/output management    | Active         |
| Application / Server Software                          | Windows 11 Pro         | Operating System (Desktop) | End-user desktop platform             | Active         |
| Mainframe (z/VSE) - CA IDMS Package                    | CA SORT                | Mainframe Utility          | High-volume data sort (z/VSE)         | Active         |

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|-------------------------------------|-----------------------------------------|---------------------------|-----------------------------------------------|--------|
| Mainframe (z/VSE) - CA IDMS Package | CA-ENF/VSE RELEASE 1.0'                 | Mainframe Utility         |                                               | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-ESI/VSE RELEASE 1.0'                 | Mainframe Utility         |                                               | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA CCI RELEASE 1.1'                     | Source/Library Management | Source code and library control               | Active |
| Mainframe (z/VSE) - CA IDMS Package | CAISPACE COMPONENT RELEASE 1.1'         | Job Scheduling            | Batch job scheduling and automation           | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA AUDIT RELEASE 1.4'                   | Storage/Tape Management   | Tape and disk space management                | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-90S SERVICES RELEASE 1.4'            | Performance Monitoring    | Mainframe performance monitoring              | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-TOP SECRET RELEASE 3.0'              | Database (Mainframe)      | IDMS network database management system       | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-LIBRARIAN BASE COMP RELEASE 4.1'     | Mainframe Security        | Access control and security for z/VSE         | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-VOLLIE RELEASE 5.0'                  | Online Development        | Online editing/execution environment (VOLLIE) | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-CATALOG MANAGEMENT RELEASE 6.0'      | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-EARL COMMON COMPONENTS RELEASE 6.1'  | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-SYSTEM ADAPTER RELEASE 6.1'          | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA DYNAM - ASM COMMON 7.1'              | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA DYNAM COMMON COMPONENTS RELEASE 7.1' | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA DYNAM/D RELEASE 7.1'                 | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA DYNAM/FI RELEASE 7.1'                | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA DYNAM/T RELEASE 7.1'                 | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA INDEXED VTOC COMPONENT RELEASE 7.1'  | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA SYSTEM PROGRAMMERS INTERFACE 7.1'    | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-SCDEDULER/DRIVER RELEASE 7.3'        | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-SCDEDULER RELEASE 7.3'               | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-SCHEDULER ESA OPTIONS 7.3'           | Part of CA Bundle         | IDMS Bundle                                   | Active |
| Mainframe (z/VSE) - CA IDMS Package | CA-SRAM/Common RELEASE 9.0'             | Part of CA Bundle         | IDMS Bundle                                   | Active |

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|-------------------------------------|-----------------------------|-----------------------|-----------------------|--------|
| Mainframe (z/VSE) - CA IDMS Package | CA-IDMS 18.5'               | Database (Mainframe)  | IDMS Bundle           | Active |
| Syncsort                            | SYNCSORT                    | Disk space Management | Disk Sort             | Active |
| mainframe (21 Century)              | Z/VSE 6.3.0'                | Operating System      | Main Operating System | Active |
| mainframe (21 Century)              | Z/VSE 6.3.0 - TCP/IP 2.1.0' | Communications        | Control               | Active |

This list reflects the current (as-is) software environment supporting PRACSES and is provided for information only. Specific product or brand names are descriptive and are not, by themselves, mandatory requirements. Offerors may propose functionally equivalent products subject to ASUME approval and the required service levels.

### **Printing and Mailing Services:**

Printing and mailing services are required for documents generated by ASUME through centralized batch processes and by authorized ASUME personnel from ASUME offices and locations throughout Puerto Rico. The FMC shall provide and maintain the technological solution, infrastructure, equipment, personnel, processes, and services necessary to receive, process, print, prepare, and mail such documents, regardless of whether the documents originate from a centralized batch process or are generated by an authorized user at an ASUME location.

The technological solution shall provide a secure and controlled mechanism through which documents generated by authorized ASUME users may be transmitted or submitted for centralized printing and mailing without requiring the documents to be physically printed and mailed at the originating ASUME office. The solution shall support appropriate authentication, authorization, transmission security, tracking, logging, and audit capabilities.

The printing and mailing services shall include, as applicable, document receipt and processing; document composition and formatting; printing; folding and insertion; selective inserts; address validation and standardization; mail sorting and postal optimization; preparation and delivery to the United States Postal Service (USPS); processing and tracking of undeliverable or returned mail; and reconciliation and reporting of documents received, printed, processed, and mailed.

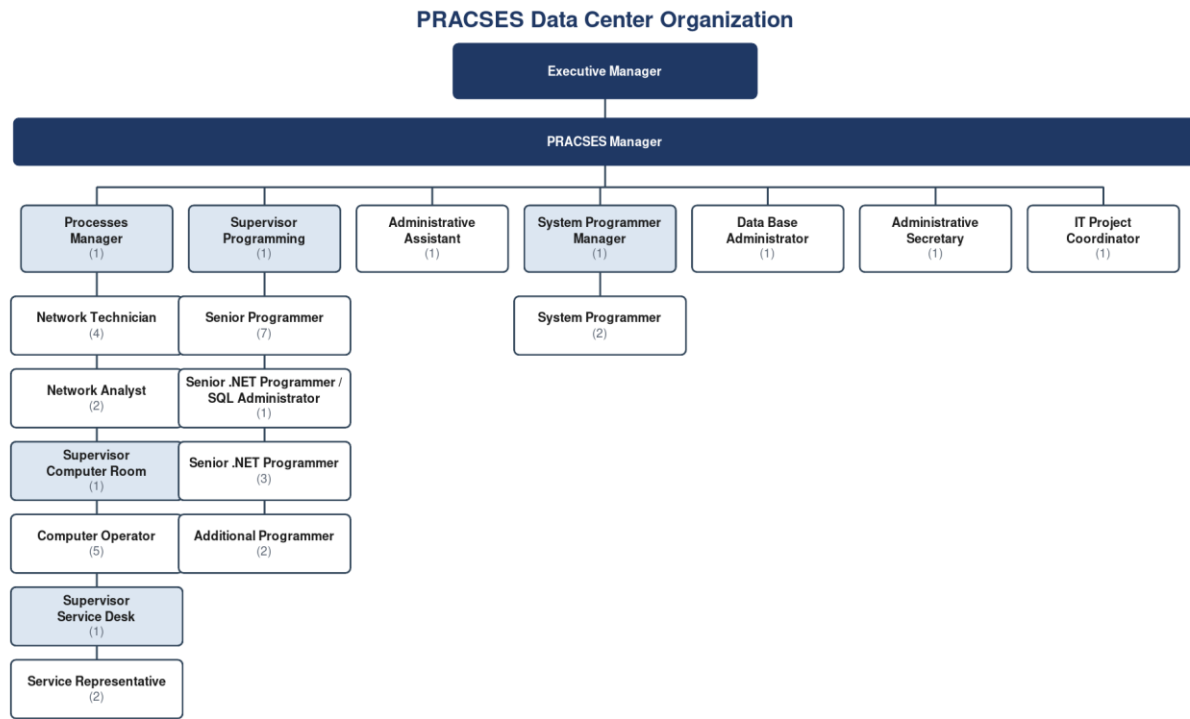
The FMC shall also provide and maintain a technological solution for the tracking, management, processing, and reporting of returned and undeliverable mail, including the capability to generate statistics and reports and to associate returned-mail information with the applicable case, document, or transaction, as appropriate. The FMC shall implement appropriate controls to ensure document and mail-piece integrity, including controls designed to prevent duplicate printing, identify incomplete or failed processing, reconcile documents submitted against documents printed and mailed, support authorized reprinting, and maintain an auditable record of processing activities.

All printing, mailing, document transmission, processing, tracking, returned-mail management, and related activities shall be performed through a secure and controlled environment and in accordance with applicable Federal and Commonwealth security, confidentiality, privacy, records management, and USPS requirements.

### 3.7.1.3. PERSONNEL

The PRACSES Data Center is currently staffed by employees of the incumbent Facilities Management Contractor. Offerors shall propose their own staffing plan consistent with their technical approach. The current as-is staffing baseline (number of FTEs by role) is provided in the Procurement Library for reference purposes only and is not a binding requirement on Offerors.

At a minimum, the staffing plan shall include the following staff:



### 3.7.2. Telecommunications

The FMC shall provide the monitoring, administration, technical support, maintenance, coordination, and other Services necessary to maintain reliable, secure, and available telecommunications and network connectivity supporting PRACSES and NHRS.

#### 3.7.2.1. Configuration

The PRACSES wide area network is based on MPLS technology offered by Claro Puerto Rico. This enables PRACSES to have an online redundant WAN in the Business Recovery Center (BRC) located at Tres Monjitas.

This description reflects the current environment and is provided for informational and Proposal-preparation purposes only. The FMC may propose alternative or improved network technologies, subject to ASUME approval, provided that all applicable connectivity, interoperability, security, redundancy, performance, availability, disaster recovery, and Service Level requirements are satisfied.

Detailed regional and local network information will be available at the Procurement Library.

### **3.7.2.2 NETWORK DIAGRAM**

A current-state network diagram will be made available in the Procurement Library for informational and Proposal-preparation purposes.

The FMC shall maintain current logical and physical network diagrams reflecting the production and disaster recovery environments and shall provide updated versions to ASUME following material changes and upon request.

## ***3.8 Organizational Objectives and Approaches***

The FMC shall be responsible for the management, operation, maintenance, support, security, and continuous performance of PRACSES, NHRS, and the supporting technology environment in accordance with the requirements established in this Section.

The following subsections establish the principal operational and management responsibilities of the FMC. The listed activities constitute minimum requirements and shall not relieve the FMC of responsibility for other activities reasonably necessary to perform the Services and satisfy the applicable Service Levels.

### **3.8.1. Production functions**

Production functions include all machine operations activities that need to be carried out to maintain PRACSES and NHRS Service available to users. These include:

1. Machine Operation: Machine operation consists of the actual operation of computer hardware in the installation. Machine operation includes the mounting and dismounting of secondary storage media (tapes/cartridges, etc.) and DASD assemblies, loading computer paper and all other required forms into the printer(s), operating unit record equipment and manning the CPU console.

2. Input/Output (I/O) Control: The function of I/O control is to monitor the integrity of the data between the users and the system operations. Specifically, three types of data control are performed:

- a. Reconciliation between data sent by the end user and data received for processing by operations;
- b. Run-to-run batch controls between computer processing steps which consist of comparing the number of records processed in one program module to the number of records processed in the next program module;
- c. Quality assurance of output reports and case data by verifying processing totals, checking report figures and volumes for reasonableness and ensuring adequate distribution and security of output reports.

3. Library Control: The way to control high volumes of data is through very strict enforcement of storage, labeling, and classification procedures. These procedures will be supported by the

program library utility system.

4. Job Scheduling: The FMC will produce and execute an operations schedule incorporating the following factors:

- a. Run times;
- b. Priorities;
- c. Frequencies;
- d. Output Schedules;
- e. Resources.

### **3.8.2. Administrative and Support Functions**

Administrative and Support Functions include activities to support the production efforts and any system development enhancements that will be needed by PRACSES and NHRS as part of ongoing operations. These include:

1. Documentation Control: This operational function monitors the accuracy, completeness, and clarity of operation documentation prepared by the systems development personnel. The documentation approval function also includes quality assurance testing of job control language to ensure that it conforms to the operations specifications documented in the run books.

2. Technical Support: Provide technical support and ensure the operations of the system maintenance function including day-to-day activities. In addition, maintaining the system's operational environment, hardware, software, host operating system, user interface equipment software, system utilities, compilers, and other program products that support PRACSES and NHRS. The FMC must maintain a Help Desk operation with change and consultation control features, among others.

3. Change Management: All changes to PRACSES and NHRS, corrective, perfective, and adaptive maintenance, enhancements, configuration changes, and migrations, shall be subject to ASUME's change-control governance. No change shall be migrated to or placed into production without ASUME's prior written approval. ASUME shall assign a control number to each change request; the FMC shall log, track, document, test, and retain records of all change requests and their disposition, and shall report change activity to ASUME on a schedule ASUME approves. Within sixty (60) days of the Start of Services, the FMC shall submit for ASUME's approval its own detailed Change Control Procedure implementing these requirements and shall follow it, as updated with ASUME's approval, throughout the term.

4. Communications/Network Support: Communication support requires the monitoring of all local and wide area network activity. This includes scheduling and performing preventive maintenance on all the PRACSES and NHRS LAN and WAN hardware and software, recommending enhancements and modifications to improve performance, and carrying out corrective maintenance, either directly or through third-party vendors.

5. Billing and Request Processing: This function consists of periodically providing users with job accounting data and logging and monitoring requests for operational services.

6. Physical Security: This task includes the development and enforcement of effective security procedures to ensure appropriate safekeeping of all PRACSES and NHRS resources. They include physical site access security, media (data) security, fire protection, and other types of security considered as best practices in a Data Center environment.

### **3.8.3. Resource Management and Control Functions**

Resource Management and Control Functions include planning, monitoring and forecasting of system performance and capacity usage on an ongoing basis, both at the PRACSES and NHRS hosts and over the WAN and local area networks.

Based on this monitoring, the FMC will prepare quarterly projections regarding resource usage and required changes in order to support system performance standards.

### **3.8.4. System Maintenance and Enhancement**

System maintenance functions include day-to-day activities to maintain the system in an operational state that is consistent with accepted design and operational documentation.

Maintenance of the operational environment, hardware, software, host operating system, user interface equipment software, system utilities, compilers, other program products that support PRACSES, NHRS, other applications, networks, network and communications software, application system software, tables, etc. are included in system maintenance.

All maintenance and enhancement activities shall comply with the Change Control Procedures and the testing and acceptance requirements of Section 3.10.1.

#### **3.8.4.1. Application Maintenance**

The FMC will be responsible for providing software maintenance services for the PRACSES and NHRS applications. These include the set of activities, both technical and managerial, that ensure that the PRACSES and NHRS software continue to meet organizational objectives in a cost-effective way. These services shall be provided in a cost-effective, maximum productivity, and highest quality manner. The following categories of services are included:

- a. Corrective Maintenance:** These include diagnosing and correcting faults in software. Corrective maintenance normally occurs to correct faults that escaped detection during development and testing of the system, or that have been introduced during previous maintenance activities.
- b. Perfective Maintenance:** These services are focused on improving software attributes such as performance, memory usage, and documentation. Perfective Maintenance activities involve changes to a system which improves it without changing basic system functionality.
- c. Adaptive Maintenance:** These services shall include modifications necessary to maintain compatibility or functionality in response to changes in the technical, regulatory, security, operating, or external environment.
- d.** Changes requested by ASUME that add or materially modify application

functionality may be classified as Application Enhancements. The classification of work as maintenance or an Application Enhancement shall be subject to ASUME approval.

### 3.8.5. Security

The FMC must maintain a technically secure environment and ensure that no outside party can access ASUME's user data, subject only to ASUME's responsibility to specify appropriate data access rules. The PRACSES Data Center must further ensure the security of the above data by not allowing its personnel to modify, copy or distribute any data except as necessary to tune system performance and backup, restore or otherwise provide for its intended use and protection. These exceptions shall be limited and granted only to those PRACSES Data Center personnel with a need to have such access.

In addition, the FMC shall ensure that no applications, utilities, or other software reside or execute on ASUME equipment other than those authorized by ASUME, and for which suitable licenses have been acquired. The FMC will implement a means to document software loaded on all equipment (mainframe and other) and will promptly report any unauthorized software detected.

The FMC must provide a multi-factor authentication mechanism (for example, smart cards or a functionally equivalent solution proposed by the Offeror and approved by ASUME) and controlling security software and will allow ASUME to create and update the rules for user access to PRACSES and NHRS application and data. ASUME reserves the right to perform any Information Technology audits or reviews as considered necessary for the PRACSES Data Center operations.

The FMC shall **immediately notify ASUME** of any actual or suspected cybersecurity or security incident affecting PRACSES, NHRS, the Services, any supporting system or application, or any ASUME Data. The FMC shall not delay notification pending confirmation, investigation, determination of the cause or scope of the incident, or completion of any internal review.

Such notification and all subsequent incident response activities shall be conducted in accordance with Act No. 40-2024, known as the Puerto Rico Cybersecurity Act ("Ley de Ciberseguridad del Estado Libre Asociado de Puerto Rico"), Act No. 75-2019, as amended, known as the Puerto Rico Innovation and Technology Service Act, and all applicable cybersecurity policies, standards, guidelines, protocols, directives, notification requirements, and reporting procedures established by the Puerto Rico Innovation and Technology Service ("PRITS").

Consistent with the requirements of Act No. 40-2024 requiring agencies to report any suspected security incident to PRITS, the FMC shall provide ASUME, immediately upon discovery, with all information reasonably necessary to enable ASUME to timely notify and coordinate with PRITS and any other applicable Commonwealth or Federal authority.

The FMC shall fully cooperate with ASUME, PRITS, and any other authorized governmental entity in all activities related to the investigation, incident management, containment, isolation, mitigation, remediation, recovery, reporting, documentation, preservation of evidence, corrective actions, and identification and implementation of lessons learned. The FMC shall comply with all applicable incident notification and reporting timeframes and shall provide

supplemental information and updates as additional information regarding the incident becomes available.

ASUME reserves the right to conduct or commission security assessments, vulnerability assessments, audits, reviews, and other security-related examinations of the Services and applicable FMC environments. The FMC shall cooperate fully and timely remediate findings within timeframes approved by ASUME.

The FMC shall comply with all security, privacy, confidentiality, safeguarding, and cybersecurity requirements established elsewhere in this RFP, the Contract, and applicable Federal and Commonwealth law.

### **3.8.6. Federal Functional and Program Compliance**

Throughout the term, the FMC shall operate and maintain PRACSES (and NHRS, as applicable) in continuous compliance with the functional requirements for computerized support enforcement systems at 45 CFR §§ 307.10 and 307.11, the security safeguards at 45 CFR § 307.13, and the safeguarding-of-information requirements at 45 CFR § 303.21. Without limitation, the FMC shall maintain and support: (a) the State Case Registry and interfaces to the Federal Case Registry and the Federal Parent Locator Service (FPLS), including CSENet interstate case processing; (b) automated income withholding, with transmission of withholding orders within two (2) business days as required by 45 CFR § 307.11(c); (c) collection and distribution of support through the State Disbursement Unit, including SSI/SSDI garnishment protections; (d) electronic data exchanges with the State IV-A (TANF) and Title XIX (Medicaid) systems and medical support processing under 45 CFR §§ 303.30–303.31; (e) the data and controls necessary to meet federal reporting requirements (e.g., OCSE-157 and OCSE-34A) and to support federal performance measurement and audits under section 452(a) of the Act; and (f) all changes to the Advance Planning Document (APD) approvable under 45 CFR § 307.15. The FMC shall implement federally mandated changes within the timeframes established by OCSE/HHS and shall support ASUME in maintaining federal system certification/recertification.

### **3.8.7. Management and Governance Processes**

The FMC shall establish, document, maintain, and follow ASUME-approved management and governance processes throughout the Contract term. At a minimum, such processes shall address:

1. Change and Configuration Management;
2. Release and Version Management;
3. Deliverables Management and formal acceptance;
4. Testing and Defect Management;
5. Risk and Issue Management;
6. Communications and Escalation Management;
7. Corrective Action and Root Cause Analysis;
8. Application and Technology Lifecycle Management; and
9. Performance, Service Level, and operational reporting.

The FMC shall participate in periodic operational, management, technical, security, and executive governance reviews at frequencies established or approved by ASUME.

Required management plans and procedures shall be submitted to ASUME for approval within sixty (60) calendar days after the Effective Date and shall be reviewed and updated at least annually and whenever material changes occur.

Testing and acceptance activities shall comply with Section 3.10.1, and Root Cause Analysis activities shall comply with Section 3.11.3.

#### **3.8.8. Reports and Data**

All ASUME Data shall remain the property of ASUME. Except as expressly authorized by ASUME and permitted by applicable law, the FMC shall use ASUME Data solely as necessary to perform the Services and shall not sell, assign, lease, disclose, commercially exploit, or otherwise use ASUME Data for any other purpose.

The FMC shall maintain appropriate administrative, technical, and physical safeguards to protect ASUME Data and shall ensure that its employees, subcontractors, agents, and other authorized personnel comply with the same restrictions.

The FMC shall provide ASUME timely access to ASUME Data throughout the Contract term and shall not assert any lien, ownership interest, withholding right, or other restriction that would prevent ASUME from accessing or obtaining its Data.

#### **3.8.8.1. Correction of Errors**

The FMC shall promptly investigate and correct, at no additional cost to ASUME, errors or inaccuracies in ASUME Data or reports caused by the FMC, its personnel, subcontractors, systems, processes, or performance of the Services.

Errors or inaccuracies that existed prior to the Effective Date and were not caused by the FMC shall be identified and reported to ASUME. The FMC shall correct such pre-existing errors when the correction is within the scope of the Services or as otherwise directed by ASUME.

The FMC shall maintain appropriate records of material data corrections and shall provide ASUME with information regarding the cause, impact, corrective action, and preventive measures, as applicable.

#### **3.8.8.2. Return of Data**

Upon ASUME's request and upon expiration or termination of the Contract or completion of Transition Assistance Services, the FMC shall promptly provide ASUME or its designee with all requested ASUME Data in a complete, secure, usable, and reasonably accessible format specified or approved by ASUME, at no additional cost except as otherwise expressly provided in the Contract.

The FMC shall not delete or destroy ASUME Data until ASUME has confirmed receipt of the required Data and has provided written authorization for its destruction, except where retention or destruction is otherwise required by applicable law.

Following ASUME authorization, the FMC shall securely delete or destroy remaining copies of ASUME Data in its possession or control, including copies maintained by subcontractors, and shall provide written certification of destruction upon request.

Backup or archival copies that cannot reasonably be immediately deleted shall remain protected and shall not be restored or used except for authorized backup, recovery, legal, or compliance purposes and shall be deleted in accordance with the applicable retention cycle.

#### **3.8.9. Facilities Management Contractor Organization**

The FMC must maintain an organizational structure with at least the following key groups, or comparable:

- Operations Group
- Application Programming Group
- Systems Programming Group
- Network Support Group
- Field Engineering Group

- Help Desk and User Support Group for the application, WAN and LAN's and all related operations.

Each of these workgroups shall be staffed adequately in order to meet the demand for services within the specified service levels. Statistics must be maintained for each of the activities performed by each individual within each group and be included along with a summary by group, in the monthly reports as prescribed in this agreement.

#### **3.8.9.1. Contractor Location**

The FMC shall perform the Services from locations approved by ASUME and consistent with the Data Center, security, operational, disaster recovery, and other requirements of this RFP. Any material relocation of production operations or other critical Services during the Contract term shall require ASUME's prior written approval.

#### **3.8.9.2. Coordination with Other Parties**

The FMC shall cooperate and coordinate with ASUME, other Department of the Family components, governmental entities, financial institutions, telecommunications providers, contractors, successor contractors, Federal agencies, and other parties designated by ASUME as reasonably necessary to perform the Services and support PRACSES and NHRS operations.

Such cooperation shall include timely exchange of information, participation in meetings, technical coordination, interface support, testing, incident resolution, transition activities, and other reasonable coordination required by ASUME.

#### **3.8.9.3. Transition Plans**

Facilities Management Services Vendors shall describe in their proposal with sufficient detail their Incoming Transition Plan for taking over the full production operation of the existing PRACSES System and its Data Center facilities. This transition plan must describe any proposed periods of dual operation and estimated time frames for the assumption of each of the various direct and supporting services described in this RFP. It should also include all information, documentation, process reviews and any other requirements that it feels will be necessary in order to satisfy itself as to the completeness and accuracy of the information provided in this RFP.

During and following the transition, the FMC will not change the way any services or processes are performed in a manner that materially and adversely impacts the way ASUME conducts its operations, including procedures for inputting data or formats of reports, without ASUME's consent.

Upon commencing operations, the selected FMC must prepare an Exit Transition Plan indicating how they will progressively and smoothly turn over operations to ASUME or to another contractor selected by ASUME, in a timely manner upon conclusion of services. These services will be considered Transition Assistance Services. The transition should not disrupt the PRACSES System ongoing operations and ASUME must not experience any degradation in services or performance during the period.

This plan is due at the end of the first six months of the Facilities Management Services agreement and must be updated on an annual basis by its anniversary date.

#### **3.8.9.4. Disaster Recovery Plan**

The FMC shall be responsible for developing, maintaining, testing, and executing a Disaster Recovery Plan (DRP) for the PRACSES Data Center environment. Within thirty (30) days of the Start of Services, the FMC shall assess the disaster recovery

requirements, with focus on critical services, and submit its proposed DRP to ASUME for approval, including any recommended alternatives and associated estimated fees. The FMC shall periodically update and test the DRP, certify upon ASUME's request that the DRP is fully operational at least once every twelve (12) months, immediately notify ASUME of any disaster, and implement the DRP upon its occurrence at the PRACSES Data Center or any affected service location.

Current disaster recovery arrangements include two sites, a primary site in Puerto Rico and a secondary site in the United States (a redundant WAN is maintained at the Business Recovery Center in Tres Monjitas). The FMC shall provide and maintain disaster-recovery capability that meets or exceeds these arrangements and the recovery objectives (RTO/RPO) established in the Contract, and shall comply with PRITS Administrative Order 2023-001 (BCP/DRP). **Offerors shall propose their own disaster-recovery and business-continuity approach and are not required to adopt any existing plan. The disaster-recovery and business-continuity documents prepared by the incumbent contractor are proprietary work product and are not provided as part of this RFP.**

### **3.9. Hardware**

The FMC shall be responsible for identifying, configuring, operating, maintaining, and supporting the hardware resources necessary to perform the Services and satisfy the applicable Service Levels.

The FMC may propose continued use of suitable ASUME-owned hardware identified in the current environment, subject to ASUME approval. The FMC shall identify in its Proposal any hardware additions, replacements, upgrades, or other changes it considers necessary to support its proposed solution.

Any hardware to be acquired by ASUME must be expressly approved in writing by ASUME prior to acquisition. Nothing in this Section shall obligate ASUME to acquire hardware proposed by the FMC unless such acquisition is expressly authorized by ASUME.

The FMC shall be responsible for planning, configuration, installation, integration, testing, and support of approved hardware changes within the scope of the Services.

### **3.10. System Software Responsibility and Limitations**

The FMC shall operate, maintain, support, and make available all software necessary to support PRACSES, NHRS, and the Services, subject to applicable ownership and licensing requirements.

The FMC shall identify any software upgrades, replacements, additions, or other changes it considers necessary to satisfy the requirements of this RFP. No material software change shall

be implemented without ASUME's prior written approval and compliance with applicable Change Control Procedures.

Any software proposed for acquisition by ASUME must be expressly approved in writing by ASUME. Nothing in this Section shall obligate ASUME to acquire software proposed by the FMC unless expressly authorized.

### **3.10.1 Testing and Acceptance of Maintenance, Enhancements, and Deliverables**

All corrective, perfective, and adaptive maintenance, all Application Enhancements, system modifications, configuration changes, and deliverables shall be subject to ASUME review and formal written acceptance. The FMC shall be responsible for testing and validating the complete functionality of all changes performed within its scope of responsibility prior to migration to production. This responsibility shall apply to changes affecting the PRACSES mainframe environment and all open systems applications, portals, interfaces, databases, services, batch processes, scheduled processes, and other supporting components.

Prior to migration to production, the FMC shall perform and document, as applicable, unit, system, integration, functional, regression, end-to-end, and performance testing to demonstrate that the change performs as intended, satisfies the approved requirements, properly integrates with affected systems and processes, and does not adversely affect existing functionality. Testing documentation and supporting evidence shall be maintained by the FMC and made available to ASUME upon request for review, validation, audit, compliance, or other oversight purposes.

The FMC shall perform appropriate regression and end-to-end testing of affected and dependent functionality, including interfaces and processing across the mainframe and open systems environments, whenever a change may affect interconnected applications, processes, data exchanges, batch processing, interfaces, or upstream or downstream functionality. Testing shall not be limited solely to the specific component or code modified.

The FMC shall maintain documented evidence of completed testing, including, as applicable, test cases, test results, identified defects, corrective actions, and confirmation of successful retesting. The FMC shall remain fully responsible for performing all required testing and quality assurance activities and for ensuring the completeness, accuracy, and functionality of each change prior to its implementation in production.

Following implementation, the FMC shall validate the successful deployment and proper operation of each change in the production environment, including verification that the affected application, functionality, interface, batch process, scheduled process, data exchange, or other component is operating as intended. Such production validation shall include, as applicable, verification of processing results, interfaces, logs, jobs, transactions, data integrity, error conditions, and other relevant operational indicators.

The FMC shall promptly identify and correct any defect, error, failure, degradation, or unintended impact resulting from the implementation of a change. Where necessary to protect production operations, the FMC shall execute approved rollback or recovery procedures and coordinate all corrective actions with ASUME.

ASUME shall have an acceptance review period of up to thirty (30) calendar days from delivery to accept a deliverable or issue written notice of deficiencies. The FMC shall correct identified

deficiencies at no additional cost to ASUME and resubmit the deliverable for a new acceptance period.

No enhancement, modification, or change shall be placed into production without ASUME's prior written approval in accordance with the Change Control Procedures. ASUME's authorization to migrate a change to production, successful UAT, or subsequent acceptance of a deliverable shall not relieve the FMC of responsibility for defects, errors, processing failures, or adverse impacts attributable to the change.

Federally mandated changes shall be implemented within the timeframes established by OCSE/HHS.

### **3.11. Performance and Service Levels**

The FMC shall meet or exceed the Service Levels and performance requirements established in this Section throughout the Contract term.

The FMC shall continuously measure, monitor, document, and report performance against each applicable Service Level using tools, methodologies, and procedures approved by ASUME.

Within sixty (60) calendar days after the Effective Date, the FMC shall submit for ASUME approval a Service Level Monitoring and Reporting Plan describing the tools, measurement methodologies, data sources, controls, reporting procedures, and escalation processes that will be used to measure and report Service Level performance.

#### **3.11.1 Service Level Management and Reporting**

The FMC shall maintain sufficient records and supporting documentation to demonstrate compliance with applicable Service Levels and performance requirements and shall make such information available to ASUME upon request. The FMC shall promptly notify ASUME of any condition or circumstance that may materially affect its ability to meet an applicable Service Level or performance requirement and shall identify the anticipated impact and actions being taken to address the condition.

In addition to any reports required under this Section, the FMC shall provide the underlying Service Level and performance data in a structured, machine-readable format approved by ASUME and suitable for ingestion, storage, processing, and display through Business Intelligence (BI), data analytics, and reporting tools. The data shall contain sufficient detail and historical information to enable ASUME to independently monitor and analyze Service Level compliance, performance trends, incidents, response and resolution times, system availability, Change Request timeliness and aging, and other performance indicators established under the Contract.

The FMC shall provide such data using consistent data definitions, fields, formats, and reporting periods and shall maintain the data dictionary, field definitions, mappings, and other documentation reasonably necessary for ASUME to interpret and use the information. FMC-generated reports, dashboards, or visualization tools shall not substitute for providing ASUME with the underlying performance data required under this Section.

Service Level performance shall be reviewed periodically by ASUME and the FMC to identify performance trends, recurring issues, service deficiencies, and opportunities for improvement.

The parties may identify proposed modifications based on changes in technology, workload, operational requirements, or demonstrated performance. Any modification to a contractual Service Level shall require written agreement of the parties in accordance with the Contract.

### **3.11.2 Change Request Planning, Timeliness, and Aging**

The FMC shall actively manage all Change Requests from initiation through implementation and closure. No Change Request shall remain open indefinitely or without an established schedule, documented status, and defined path to completion.

For each Change Request authorized by ASUME, the FMC shall perform an initial assessment and, within a timeframe established by ASUME based on the nature and priority of the request, submit a proposed implementation plan and schedule for ASUME review and approval. At a minimum, the plan shall identify:

- the scope and requirements of the Change Request;
- the level of complexity and estimated effort;
- required analysis, development, testing, and implementation activities;
- affected PRACSES modules, programs, applications, interfaces, databases, batch processes, or other components;
- known technical, operational, sequencing, or other Change Request dependencies;
- required ASUME participation, decisions, testing, or approvals; and
- key milestones and the proposed production implementation date.

The FMC and ASUME shall establish an agreed target implementation date for each Change Request, taking into consideration its complexity, priority, dependencies, resource and testing requirements, and operational impact. Once approved by ASUME, the implementation schedule and target date shall constitute the baseline for monitoring progress.

The FMC acknowledges that the architecture and programming environment of PRACSES may require changes affecting the same module, program, or related components to be developed, tested, or migrated in a coordinated sequence. Such technical dependencies shall be appropriately considered in establishing and managing the Change Request schedule and shall be actively monitored to support timely completion of the requested change.

When a Change Request is dependent upon another modification, migration, testing activity, or technical prerequisite, the FMC shall document the dependency, the prerequisite activity, its expected resolution date, and the next action required to advance the Change Request.

The FMC shall maintain a Change Request Aging Report identifying, at a minimum, each open Change Request, date submitted and authorized, priority, current phase and progress, responsible resource or team, dependencies, established milestones, target and projected implementation dates, days open, and reason for any delay.

The Change Request Aging Report shall be provided to ASUME monthly, or more frequently upon request, and shall be reviewed as part of the applicable service management or performance review process.

Any Change Request at risk of missing an approved milestone or target implementation date shall be promptly brought to ASUME's attention. The FMC shall identify the reason for the

anticipated delay, its impact on the schedule, and the actions necessary to address the delay or establish a revised completion date acceptable to ASUME. Any material extension of an ASUME-approved implementation date shall require documented justification and ASUME approval.

Repeated postponements, extended periods of inactivity, or delays in achieving established milestones shall be reviewed with ASUME to identify and address underlying issues or dependencies and establish an appropriate path toward completion.

ASUME shall retain authority to establish and modify the priority of Change Requests based on Federal or Commonwealth requirements, programmatic needs, operational impact, security considerations, participant services, system stability, or other business priorities. The FMC shall adjust its work plan and resource allocation accordingly and advise ASUME of any resulting impact on other approved Change Requests.

The FMC and ASUME shall periodically review the Change Request backlog and related performance to identify aging requests, dependencies, resource constraints, opportunities to consolidate related changes, and other actions necessary to support timely implementation. Change Request timeliness and aging shall be included as part of the FMC's overall Service Level performance monitoring and reporting.

### **3.11.3. Service Levels and Liquidated Damages**

The following table describes the service levels that must be met by the FMC and the applicable liquidated damages.

Administration for Child Support Enforcement  
PRACSES Request for Proposals  
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| PRACSES                                                             |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------|
| Definition of Performance and Service Levels and Liquidated Damages |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Service Category                                                    | Service Level Goal                                                                                                                                                                                                                                                                                                                                                      | Comment                                                           | Liquidated Damages                                                         |
| <b>Data Center Operations</b>                                       |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| System Availability                                                 | 100% during:<br>M-T 7:00AM to 6:00 PM<br>Friday 7:00AM to 5:00 PM,<br>Saturday 8:00AM to 1:00PM                                                                                                                                                                                                                                                                         | Does not include scheduled downtime<br>notified 48 hrs in advance | Incidents during month:<br>01-04 \$1,000<br>05-10 \$3,000<br>11+ \$9,000   |
| System Performance                                                  | CPU Utilization:<br>Peak: 85% maximum<br>Average: 50% maximum<br>Available Disk Space: > 30%                                                                                                                                                                                                                                                                            | on a monthly basis                                                | \$500 per time exceeded >3<br>\$500 per time during month                  |
| Disaster Recovery                                                   | Capability to process after declaration of disaster:<br>Collections and distributions (batch): 100% in 24 hrs.<br><br>On-line processing:<br>24 hrs. 25% of terminals affected<br>48 hrs. 50% of terminals affected<br>1 week 100% of terminals affected                                                                                                                |                                                                   | \$50,000 per incident<br><br>\$25,000 per incident                         |
| Maintenance Operations                                              |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Mean time to repair                                                 | Severity 1 1 hours<br>Severity 2 8 hours<br>Severity 3 48 hours                                                                                                                                                                                                                                                                                                         |                                                                   | \$250 per time exceeded                                                    |
| Time to repair                                                      | Severity 1 8 hours maximum<br>Severity 2 24 hours maximum<br>Severity 3 10 days maximum                                                                                                                                                                                                                                                                                 |                                                                   | \$250 per time exceeded                                                    |
| Backup and Recovery                                                 | Databases will be backed up daily using a three generation media cycle<br><br>Database will be replicated in a real-time manner in an off-site server<br><br>Backup media stored on site will be kept in a fireproof safe. Safe will provide at least three cubic feet of storage area. Safe will be UL classified for protection of up to one hour at 1,700 degrees F. |                                                                   | \$1,000 per incident<br><br>\$750 per incident<br><br>\$5,000 per incident |
| <b>Network Performance</b>                                          |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Response Time                                                       | < 3 seconds for 90% of transactions<br>< 5 seconds for 100% of transactions                                                                                                                                                                                                                                                                                             | on a monthly basis                                                | \$1,000 per incident<br>\$2,000 per incident                               |
| Network Maintenance and Support                                     | Mean time to repair:<br>Severity 1 1 hour<br>Severity 2 8 hours<br>Severity 3 48 hours                                                                                                                                                                                                                                                                                  | on a monthly basis                                                | \$500 per incident                                                         |
| <b>Help Desk Operations</b>                                         |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Average call answer time                                            | < 20 seconds                                                                                                                                                                                                                                                                                                                                                            | on a monthly basis                                                | \$100 per incident                                                         |
| Maximum call answer time                                            | 1 minute                                                                                                                                                                                                                                                                                                                                                                |                                                                   | \$200 per incident                                                         |
| Voice mail call back requests                                       | < 1 hour                                                                                                                                                                                                                                                                                                                                                                |                                                                   | \$300 per incident                                                         |
| User satisfaction rating                                            | 4+ out of 5                                                                                                                                                                                                                                                                                                                                                             | Per satisfaction survey                                           | \$10,000 per incident                                                      |
| <b>Application Performance and Support</b>                          |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Process reliability                                                 |                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                                                            |
| Collections                                                         | 1< day/month unreconciled collections for causes other than ASUME user error                                                                                                                                                                                                                                                                                            |                                                                   | \$5,000 per incident                                                       |
| Financial Institution Data Match (FIDM)                             | Electronic and physical files created by FIDM process delivered within 7 working days of beginning of quarter 100% of the time.                                                                                                                                                                                                                                         |                                                                   | \$1,000 per incident                                                       |
| Bank Assets Seizure                                                 | Asset Freeze/seize orders (physical and electronic) delivered to ASUME personnel or financial institutions next business day after being processed 100% of the time.                                                                                                                                                                                                    |                                                                   | \$5,000 per incident                                                       |
| Bank Assets Seizure                                                 | Release and extension orders (physical and electronic) delivered to ASUME personnel or financial institutions next business day after system identifies need for issuance or user submits a request through the system 100% of the time.                                                                                                                                |                                                                   | \$7,500 per incident                                                       |

Within 60 days of the execution of the Contract for Facilities Management Services, the FMC must present a detailed plan describing the service level monitoring software, practices and procedures that will be used for managing and monitoring the service levels. All service levels must be reviewed quarterly and adjusted as required annually, at ASUME's option.

The FMC must train at least one ASUME employee on the service level monitoring software proposed so that ASUME can monitor the same information via console or remote access.

#### **3.11.4. Liquidated Damages**

If the FMC fails to meet an applicable Service Level or other performance requirement for which Liquidated Damages are established in Section 3.11.3, ASUME may assess the applicable Liquidated Damages in accordance with the methodology set forth therein.

Assessed Liquidated Damages shall be reflected as a credit against the FMC's next invoice or otherwise recovered by ASUME as permitted under the Contract.

The assessment of Liquidated Damages shall not relieve the FMC of its obligation to correct the underlying performance failure, perform Root Cause Analysis when required, or otherwise comply with the Contract.

#### **3.11.5. Root Cause Analysis**

Following a material Service Level failure, recurring incident, Severity 1 incident, or other event designated by ASUME, the FMC shall, at no additional cost:

1. Promptly investigate and identify the root cause;
2. Take immediate action to restore or stabilize the affected Service;
3. Implement corrective and preventive actions;
4. Provide ASUME with a written Root Cause Analysis describing the event, impact, cause, corrective actions, preventive measures, and responsible parties; and
5. Provide reasonable evidence demonstrating completion and effectiveness of the corrective actions.

Unless ASUME establishes a different timeframe based on the severity or complexity of the event, the final Root Cause Analysis shall be submitted within fifteen (15) business days after the applicable event.

#### **3.11.6. Timely Completion of Batch Production Work**

The following batch processes must be completed successfully within ten (10) consecutive hours of processing time with no adverse impact to normal daily activity:

- End of day
- End of week
- End of month
- End of year

The FMC shall monitor and report batch-processing performance and shall promptly notify ASUME of any actual or anticipated failure to complete a required processing cycle within the applicable timeframe.

### 3.11.7. Benchmarking

**Baseline.** Within one hundred twenty (120) days of the Start of Services, the FMC shall deliver to ASUME a written baseline of the key measurable elements of the Services — Help Desk volume and cost, system availability, batch completion times, incident response and resolution times by Severity Level, and capacity utilization — using the monitoring tools and procedures approved under Section 3.12. No independent Benchmarker is required for the baseline.

**Benchmark.** At its own expense, the FMC shall engage an independent Benchmarker acceptable to ASUME to perform one Benchmarking Process, completed no later than the twenty-fourth (24th) month after the Start of Services, comparing PRACSES and NHRS technology, performance, capacity, cost-effectiveness, and Service Levels against the baseline and against industry standards for comparable public-sector IT operations. The parties shall jointly agree on the Benchmark Information within thirty (30) days of ASUME's approval of the Benchmarker.

**Additional Benchmark (ASUME's option).** On ninety (90) days' written notice, ASUME may require one additional Benchmarking Process, at the FMC's expense, if the FMC misses one or more Service Levels in two consecutive calendar quarters or requests any adjustment to the Fees. No other benchmarking is required during the term.

**Results and Corrective Action.** The Benchmarker shall deliver the Benchmark Results to ASUME and the FMC simultaneously; either party may dispute them during the Benchmark Review Period, and the Benchmarker shall then issue Revised Benchmark Results. If the results fall short of the agreed industry standards, the FMC shall submit a corrective action plan within thirty (30) days for ASUME's approval and implement it at no additional cost. ASUME may also negotiate an equitable adjustment to the Fees and exercise its rights under Section 3.12.

**Proposal and Cost.** Proposers shall describe their proposed benchmarking methodology, comparison baselines, industry standards, and candidate Benchmarkers, and shall price the Benchmarking Process separately. All Benchmarker fees and expenses shall be borne by the FMC.

### 3.12. Help Desk Workload

The FMC must be able to handle at the Help Desk a volume of requests as described in the following table and provide for an adequate growth rate through the term of the agreement.

The following table indicates the number of calls received by the PRACSES Help Desk during calendar year 2025. The number of calls for December is estimated:

| Category      | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | Jun 2024 | Jul 2024 | Aug 2024 | Sep 2024 | Oct 2024 | Nov 2024 | Dec 2024 | Jan 2025 | Feb 2025 | Total  |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| Asume         | 152      | 156      | 236      | 238      | 242      | 206      | 234      | 459      | 386      | 210      | 115      | 278      | 318      | 3,230  |
| Consulta      | 65       | 85       | 101      | 101      | 64       | 61       | 69       | 58       | 74       | 42       | 50       | 74       | 62       | 906    |
| Hardware      | 95       | 109      | 146      | 93       | 70       | 55       | 64       | 171      | 225      | 58       | 43       | 47       | 65       | 1,241  |
| NP-TTR        | 268      | 280      | 331      | 285      | 219      | 247      | 246      | 270      | 245      | 182      | 239      | 274      | 200      | 3,286  |
| Software      | 359      | 504      | 486      | 263      | 337      | 594      | 393      | 299      | 250      | 191      | 214      | 257      | 331      | 4,478  |
| Count (Total) | 917      | 1,134    | 1,300    | 980      | 932      | 1,163    | 1,006    | 1,257    | 1,180    | 683      | 661      | 930      | 976      | 13,119 |

### **3.13. Required Deliverables**

The FMC shall prepare, maintain, and submit all Deliverables required by this RFP and the Contract in a form and level of detail acceptable to ASUME. Deliverables requiring ASUME approval shall be subject to Section 3.10.1.

At a minimum, required Deliverables shall include:

1. Incoming Transition Plan;
2. Transition Issues and Resolution Plan;
3. Exit Transition Plan;
4. Disaster Recovery Plan;
5. Service Level Monitoring and Reporting Plan;
6. Management Procedures Manual;
7. Security plans and documentation required by ASUME;
8. Capacity and Performance Management Reports;
9. Root Cause Analyses, when required;
10. Current system, application, infrastructure, and network documentation;
11. Change Request Aging Report (monthly);
12. Benchmarking methodology
13. Required operational and management reports under Section 3.14; and
14. Other Deliverables expressly required by this RFP.

### 3.14. Facilities Management Program Management Performance Reporting

| Report Type / Name                                | Description                                                                         | Frequency |
|---------------------------------------------------|-------------------------------------------------------------------------------------|-----------|
| <b>Daily Report</b>                               | Present principal metrics and incidents                                             | Daily     |
| <b>Executive Overview</b>                         | Highlights major improvements, failures, & trend changes                            | M/Q/Y     |
| <b>Customer Service Center</b>                    |                                                                                     | M/Q/Y     |
| • Call Volume (Total & By Type)                   | Call volumes to Help Desk                                                           | M/Q/Y     |
| • Call Hold Time                                  | Wait time for caller                                                                | M/Q/Y     |
| • Time to Respond (Average & By Problem Severity) | Resolved on initial call & time to begin to work problem for all others             | M/Q/Y     |
| • Time to Resolve (Average & By Problem Severity) | Time to fix problem                                                                 | M/Q/Y     |
| <b>Move/Add/Change (MAC)</b>                      | Volume in total & by type                                                           | M/Q/Y     |
| • Activity                                        | Volume in total & by type                                                           | M/Q/Y     |
| • On-time Completion                              | Shows MAC activity completed per Service Level Agreement (SLA) targets              | M/Q/Y     |
| <b>System / Network</b>                           |                                                                                     |           |
| • Availability by Type                            | Shows availability trend for each resource                                          | M/Q/Y     |
| • Utilization by Type                             | Shows utilization % & trend for each resource                                       | M/Q/Y     |
| • Response Time by Type                           | Shows response time metrics & trends for each critical resource delivered           | M/Q/Y     |
| <b>Asset Base Report</b>                          | Shows number of units by type for all asset classes (SW/HW) managed                 | M/Q/Y     |
| <b>Report Delivery</b>                            | Reflects statistics on on-time delivery of all types of ad-hoc & production reports | M/Q/Y     |
| <b>Voice Response Unit</b>                        |                                                                                     |           |
| • Outages                                         | Minutes per hour per line                                                           | M         |

The FMC will be required to furnish reports on the following schedule:

- Daily reports by Noon of the following workday.
- Weekly reports and cycle processing reports by Noon of the next working day after the scheduled run.
- Monthly reports by Noon of the fifth working day after the end of the month.
- Quarterly reports by Noon of the fifth working day after the end of the quarter.
- Annual reports by Noon of the tenth working day following the end of the year (whether Federal fiscal year, or other annual period).
- Ad-hoc and on-request reports on the date specified in the report request.

All reports produced will reflect current month performance/status; but will provide previous

activity levels so trends can be analyzed. This can be done on one report or via separate charts that show the trend analysis data and conclusions about the trends depicted.

The definition and construction of all reports should focus attention on the elimination of reoccurring problems, improvements in the quality of services delivered, attainment of contractual SLAs, and an ongoing improvement in customer satisfaction (i.e. the ultimate measure of success).

The FMC must provide ASUME, in a timely manner, access to all data specified by ASUME as necessary to monitor the availability, performance and cost of the PRACSES and NHRS applications, and to plan for future growth. Examples of such requests include Facilities Management reports, Data Communications Monitor reports, Resource Management Facility reports and data, Log Dumps, hardware and software inventories and other reports and data generally available in a production data center.

### ***3.15. Additional Services***

ASUME may, from time to time, identify PRACSES, NHRS- or other supporting applications related services that are outside the scope of the Services established in this RFP.

ASUME reserves the right, in its discretion and subject to applicable law, to request a proposal for such Additional Services from the FMC or to procure such services from another qualified provider.

No Additional Services shall be performed or invoiced by the FMC without prior written authorization from ASUME establishing the applicable scope, Deliverables, schedule, fees, and other relevant terms.

The FMC shall have no exclusive right to perform Additional Services.

### ***3.16. Data Center Staff and Management***

The FMC shall provide and maintain throughout the Contract term a qualified management and staffing structure sufficient to perform all Services and satisfy all requirements and Service Levels established in this RFP.

The FMC shall be responsible for recruiting, assigning, supervising, training, retaining, and, when necessary, replacing personnel with the qualifications, experience, availability, and technical skills necessary to perform the Services.

Proposal requirements relating to the Offeror's proposed organization and staffing plan are set forth in Section 4.0.

#### ***3.16.1. Senior Executives***

The FMC shall designate a Project Executive with overall responsibility and accountability for the FMC's performance of the Services and relationship with ASUME.

The FMC shall also designate a Data Center Manager responsible for the day-to-day management and operation of the PRACSES Data Center and related operational Services.

The individuals proposed for these positions shall be subject to ASUME approval and shall have the authority, experience, and availability necessary to perform their assigned responsibilities.

The FMC shall not replace or materially reduce the responsibilities of either individual without prior written notice to and approval by ASUME, except when immediate replacement is necessary due to resignation, termination of employment, incapacity, or other circumstances beyond the FMC's reasonable control. Any replacement shall possess qualifications and experience equal to or greater than those of the individual being replaced and shall be subject to ASUME approval.

### **3.16.2. FMC Key Employees**

The following positions shall initially constitute FMC Key Employees:

1. Operations Supervisor;
2. Communications/Network Supervisor;
3. Help Desk Supervisor;
4. Application Development and Maintenance Supervisor;
5. Systems Programming Manager; and
6. Database Administrator.

ASUME may designate additional positions as Key Employees based on the Services and the approved staffing model.

Key Employees shall be assigned to the ASUME account at the level of commitment represented in the FMC's Proposal and approved by ASUME. The FMC shall not replace a Key Employee or materially reduce the individual's assigned level of effort without ASUME's prior written approval, except where immediate replacement is reasonably necessary.

Replacement personnel shall possess qualifications and experience equal to or greater than those of the personnel being replaced and shall be subject to ASUME approval.

### **3.16.3. Project Staff**

The FMC shall provide sufficient qualified Project Staff to perform all Services and satisfy applicable Service Levels.

Project Staff shall possess the education, training, experience, certifications, technical skills, and language capabilities appropriate to their assigned responsibilities.

The FMC shall maintain and provide ASUME, at least monthly and upon request, a current staffing roster identifying personnel assigned to the Services, their roles, employment or subcontractor status, location, and level of assignment to the ASUME account.

The FMC shall not materially reduce approved staffing levels or remove personnel from critical functions in a manner that may adversely affect the Services without prior notice to and approval by ASUME.

Personnel whose responsibilities require direct interaction with ASUME users, preparation of documentation for ASUME, or operational communications shall be proficient in spoken and written English and Spanish, as appropriate to their responsibilities.

#### **3.16.4. Subcontractors**

The FMC may not subcontract any of the Services without ASUME's consent. The FMC shall remain fully responsible and accountable for all Services performed by its subcontractors and for ensuring that each approved subcontractor complies with all applicable requirements of this RFP and the Contract, including confidentiality, security, privacy, Federal compliance, personnel, audit, and performance requirements.

ASUME's approval of a subcontractor shall not relieve, limit, or transfer any obligation or liability of the FMC under the Contract.

The FMC shall promptly notify ASUME of any proposed material change involving an approved subcontractor and shall obtain ASUME approval before implementing such change.

### **4.0 Proposal Format and Preparation Instructions**

#### ***4.1. Proposal Submission Requirements***

This Section establishes the requirements for the preparation and submission of Proposals in response to this RFP. Each Proposal shall be current, accurate, complete, and responsive to the requirements of this RFP. The Offeror may include additional information that it considers relevant to demonstrate its qualifications, capabilities, and ability to perform the Services.

Each Proposal shall consist of two separate volumes:

1. Volume I – Technical Proposal; and
2. Volume II – Cost Proposal.

The Technical Proposal and Cost Proposal shall be submitted separately in accordance with the submission instructions established in this RFP. The Technical Proposal shall not contain cost or pricing information.

The Technical Proposal shall contain all information necessary for ASUME and the Evaluation Board to evaluate the Offeror's qualifications, experience, technical approach, proposed resources, staffing, and ability to perform the Services and satisfy the requirements of this RFP. Information concerning proposed personnel, staffing levels, labor categories, equipment, materials, Subcontractors, and other technical resources may be included in the Technical Proposal to the extent necessary to evaluate the Offeror's proposed approach, provided that no associated prices, rates, fees, or other cost information are disclosed.

The Cost Proposal shall contain all pricing information required by Section 4.5 and Appendix B and shall be submitted separately from the Technical Proposal.

The content of the Proposal must follow the order of the requirements described in this RFP, and the supporting evidence must be included as Attachments. All pages of the original Proposal must be sequentially numbered. Proposals must be submitted in English.

All information submitted by the Offeror shall be current, accurate, and complete as of the Proposal Due Date. Any material misrepresentation, omission, or false statement contained in a Proposal may constitute grounds for rejection of the Proposal, cancellation of an award, termination of a resulting Contract, or other action available to ASUME under applicable law.

Following the Proposal Due Date, an Offeror may not modify, supplement, or revise its Proposal except in response to a request or process expressly authorized by ASUME under this RFP, including requests for clarification, negotiations, or Best and Final Offers, as applicable.

#### ***4.2. Mandatory Nature of Terms and Conditions***

ASUME requires that any Contract resulting from this RFP incorporate the applicable contractual terms and conditions, including the Federal Contract Provisions identified in Appendix C.

Any objection or proposed exception to such terms and conditions must be raised during the Question-and-Answer process in accordance with this RFP. Any modification accepted by ASUME prior to the Proposal Due Date shall be communicated through an **Addendum**.

Each Offeror shall affirm its acceptance of the applicable contractual terms and conditions as part of its Proposal. Any exception not previously raised and expressly accepted by ASUME may be disregarded and may render the Proposal non-responsive, as applicable.

#### **4.3. Transmittal Letter Package**

The Offeror shall submit a Transmittal Letter signed by an individual authorized to bind the Offeror to the representations, commitments, and pricing contained in its Proposal.

The Transmittal Letter shall:

1. Identify the Offeror and the individual authorized to represent the Offeror in connection with this procurement;
2. Confirm that no cost or pricing information is included in the Technical Proposal;
3. Identify all **Addenda** received and acknowledge the Offeror's compliance therewith;
4. Confirm the Offeror's commitment to perform the Services and satisfy the requirements and performance obligations established in this RFP;
5. Confirm acceptance of the applicable contractual terms and conditions, subject only to exceptions, if any, previously raised and expressly accepted by ASUME in accordance with this RFP; and
6. Confirm that the Proposal, including all proposed pricing, shall remain valid for one hundred eighty (180) calendar days following the closing date of this RFP.

The Transmittal Letter Package shall also include any certifications, forms, guarantees, or other documents expressly identified elsewhere in this RFP as required components of the Transmittal Letter Package.

#### **4.4. Volume I - Technical Proposal**

Volume I – Technical Proposal shall provide a complete and comprehensive response to the technical, organizational, management, staffing, experience, and other non-cost requirements of this RFP. The Technical Proposal shall demonstrate the Offeror's understanding of the Services and its qualifications, capabilities, resources, and proposed approach to successfully perform the requirements set forth in Section 3.0.

The Technical Proposal shall be organized in the following order and shall contain, at a minimum, the sections and information required below:

1. Section 4.4.1 – Executive Summary;
2. Section 4.4.2 – Corporate Background and Experience;
3. Section 4.4.3 – Technical Approach;
4. Section 4.4.4 – Project Management and Staffing; and
5. Section 4.4.5 – Additional Information.

The Offeror shall organize its Technical Proposal using the section numbers and headings established in this RFP. Each response shall provide sufficient detail to permit the Evaluation Board to determine the Offeror's compliance with the applicable requirements and to evaluate the quality, feasibility, and completeness of the proposed approach.

The Offeror should avoid merely restating the requirements of the RFP. Where a requirement calls for a description of an approach, methodology, capability, process, resource, or solution, the Offeror shall explain how the requirement will be satisfied and identify the personnel, resources, tools, processes, or other elements that support its response, as applicable.

The Technical Proposal shall clearly identify any material assumptions, dependencies, constraints, or conditions upon which the Offeror's proposed approach is based. The inclusion of any assumption, dependency, constraint, or condition shall not modify a requirement of this RFP unless expressly accepted by ASUME in writing.

The Technical Proposal shall not contain prices, rates, fees, or other cost information. All cost and pricing information shall be included exclusively in Volume II – Cost Proposal in accordance with Section 4.5 and Appendix B.

Information incorporated by reference to another section of the Proposal shall clearly identify the applicable section and page or other specific location where the information may be found. General references to the Proposal as a whole shall not be considered sufficient to demonstrate compliance with a specific requirement.

The Offeror shall be responsible for ensuring that its Technical Proposal is internally consistent and that the commitments, resources, staffing, technical solution, implementation approach, and other representations contained therein are consistent with the Cost Proposal and all other components of its Proposal.

#### **4.4.1. Executive Summary**

The Offeror shall provide an Executive Summary presenting a concise overview of its Proposal and its proposed approach to performing the Services required under this RFP.

The Executive Summary shall, at a minimum:

1. Identify the Offeror and any proposed Subcontractors that will perform a material portion of the Services;
2. Summarize the Offeror's understanding of ASUME's objectives and the scope of the Services;
3. Describe the principal elements and distinguishing characteristics of the Offeror's proposed technical and operational approach;
4. Summarize the Offeror's relevant experience and qualifications;
5. Identify the proposed Senior Management and describe the overall management and staffing approach;
6. Summarize the Offeror's approach to transition, continuity of operations, security, performance management, and Service Level compliance;
7. Identify any material assumptions, dependencies, or constraints affecting the proposed solution; and
8. Identify any other material information that the Offeror considers relevant to ASUME's evaluation of the Proposal.

The Executive Summary shall also include a compliance matrix identifying each mandatory requirement established in Section 5.3, a brief statement indicating the Offeror's compliance, and the specific section and page or other location within the Proposal where supporting information may be found.

The compliance matrix is intended to facilitate the Evaluation Board's review and does not relieve the Offeror of its responsibility to fully address each applicable requirement in the appropriate section of its Proposal.

The Executive Summary shall not contain cost or pricing information.

#### **4.4.2. Corporate Background and Experience**

The Offeror shall provide information sufficient to demonstrate its organizational capability, financial capacity, relevant experience, and resources to successfully perform the Services required under this RFP.

Information regarding the Offeror and any proposed Subcontractor shall be clearly identified and presented separately. The Offeror shall remain responsible for demonstrating that the combined organization proposed to perform the Services possesses the experience, capabilities, resources, and financial capacity necessary to satisfy the requirements of this RFP.

##### **4.4.2.1. Details of Corporate Background**

The Offeror shall provide sufficient information regarding its organizational background, structure, size, and resources to permit the Evaluation Board to assess its organizational capability to perform the Services required under this RFP.

The Offeror shall provide the following information in tabular form:

1. Legal name and principal business address;
2. Year established;
3. Form of organization and ownership structure;
4. Primary lines of business;
5. Total number of employees;
6. Number of employees engaged in information technology operations, application development and maintenance, data center operations, cybersecurity, network and telecommunications support, or other services relevant to this RFP;
7. Number of years the Offeror has continuously provided services comparable to those required under this RFP;
8. Office, business unit, or organizational component that will have primary responsibility for the Contract, including its location and responsible executive;
9. Description of the Offeror's organizational resources and capabilities that will be available to support performance of the Services; and
10. Any material organizational changes occurring during the preceding five (5) years, including mergers, acquisitions, reorganizations, or changes in ownership, that are relevant to the Offeror's ability to perform the Services.

The Offeror shall provide the same information, as applicable, for each proposed Subcontractor that will perform a material portion of the Services. Information for the Offeror and each such Subcontractor shall be clearly identified and presented separately.

#### **4.4.2.2. Financial Capability**

The Offeror shall provide information sufficient to demonstrate its financial capacity and stability to perform the Services throughout the anticipated Contract term.

The Offeror shall provide a concise description of its current financial condition and identify any material financial condition, event, obligation, or circumstance that could reasonably affect its ability to perform the Services or satisfy its obligations under the Contract.

The financial statements and supporting documentation required to substantiate the Offeror's financial capability shall be submitted in accordance with Attachment I – Financial Statements.

If the Offeror is relying upon the financial resources or support of a parent company, affiliate, guarantor, or other entity to demonstrate financial capability, the Offeror shall clearly identify such entity, describe the nature of the financial support or commitment, and provide the corresponding financial information and supporting documentation required by Attachment I.

If a proposed Subcontractor will perform a material portion of the Services, the Offeror shall provide the financial information required by Attachment I for such Subcontractor, as applicable.

ASUME reserves the right to request reasonable additional information or clarification necessary to evaluate the financial capability of the Offeror or any entity upon whose financial resources the Offeror proposes to rely.

#### **4.4.2.3. Corporate Experience**

The Offeror shall demonstrate relevant organizational experience performing services comparable in scope, size, complexity, criticality, and technical environment to the Services required under this RFP.

The Offeror should emphasize experience involving one or more of the following:

1. Child support enforcement systems;
2. Child support enforcement program operations and policy support;
3. Information technology operations and facilities management for governmental or human services programs;
4. Application development, maintenance, enhancement, and production support;
5. Data center and infrastructure operations;
6. Network and telecommunications services;
7. Cybersecurity, disaster recovery, and business continuity;
8. Operation and support of complex integrated or interoperable enterprise systems;
9. Federal system certification, compliance, audit, or oversight activities; and
10. Transition of complex information technology operations between contractors or service providers.

Experience cited for the Offeror shall represent work performed by the Offeror as an organization and shall not consist solely of experience obtained by individual employees while employed by other organizations.

For each engagement presented as relevant experience, the Offeror shall provide the following information in tabular form:

1. Client name;
2. Project or engagement name;
3. Description and scope of services performed;
4. Period of performance;
5. Offeror's role as Prime Contractor or Subcontractor;
6. Approximate size and composition of the team assigned to the engagement;
7. Technical and operating environment relevant to this RFP;
8. Specific responsibilities comparable to the Services required under this RFP;
9. Current status of the engagement; and
10. Client reference, including name, title, telephone number, and email address.

If the Offeror performed a referenced engagement as a Subcontractor, it shall clearly identify the portion of the services for which it was directly responsible.

The Offeror shall provide at least three (3) client references for engagements that it considers most relevant to this procurement. ASUME reserves the right to contact any reference provided, request additional references, and independently verify information concerning the Offeror's prior performance.

Relevant experience of proposed Subcontractors shall be separately identified and shall relate to the specific Services each Subcontractor is proposed to perform under this RFP.

#### **4.4.2.4. Legal Proceedings and Contract Performance Disclosure**

The Offeror shall disclose any pending or, to the Offeror's knowledge, threatened legal, administrative, regulatory, or governmental proceeding that could reasonably be expected to have a material adverse effect on the Offeror's financial condition, operations, ability to perform the Services, or ability to satisfy its obligations under a Contract resulting from this RFP.

For each matter required to be disclosed, the Offeror shall provide, to the extent not prohibited by law or applicable confidentiality requirements:

1. The name of the proceeding and the parties involved;
2. The court, agency, administrative body, or other forum in which the matter is pending;
3. A brief description of the nature of the matter;
4. The date the proceeding was initiated or the claim was asserted;
5. The amount claimed or potential financial exposure, if reasonably ascertainable and not subject to applicable confidentiality restrictions; and
6. The current status of the matter.

The Offeror shall also disclose any material termination for default, material breach, assessment of contractual damages, or comparable adverse contractual action involving a government contract or a contract for services comparable to those required under this RFP during the five (5) years preceding the Proposal Due Date.

For each such matter, the Offeror shall briefly describe the circumstances, the disposition or current status, and any corrective actions taken by the Offeror.

The Offeror shall provide the same information for any proposed Subcontractor that will perform a material portion of the Services, to the extent the matter could reasonably affect the Subcontractor's ability to perform its proposed responsibilities under the Contract.

The Offeror shall not be required to disclose information protected by the attorney-client privilege, attorney work-product doctrine, or other applicable legal privilege. The Offeror shall identify the existence of a responsive matter even when particular information concerning the matter cannot lawfully be disclosed, unless such identification itself is prohibited by law.

ASUME reserves the right to request reasonable clarification or additional information concerning any disclosed matter for purposes of evaluating the Offeror's responsibility and ability to perform the Contract.

#### **4.4.3. Technical Approach**

The Offeror shall provide a comprehensive Technical Approach describing how it proposes to perform the Services and satisfy the requirements established in Section 3.0.

The Technical Approach shall demonstrate the Offeror's understanding of the current PRACSES and NHRS environments, the operational and technical requirements of ASUME, and the challenges and risks associated with maintaining continuous operation of mission-critical child support systems.

The Offeror shall describe the methodologies, technologies, processes, tools, resources, and controls it proposes to use in performing the Services and shall explain how its proposed approach will satisfy applicable functional, operational, performance, security, availability, capacity, interoperability, Federal compliance, disaster recovery, and Service Level requirements.

The Technical Approach shall address, at a minimum:

1. Production operations and monitoring;
2. Application maintenance and enhancement;
3. Infrastructure, systems, database, and network management;
4. Telecommunications support;
5. Help Desk and user support;
6. Security and privacy;
7. Data management and protection;
8. Change, configuration, release, testing, and acceptance processes;
9. Disaster recovery and business continuity;
10. Performance, capacity, and Service Level management;
11. Federal functional and program compliance;
12. Coordination with ASUME and third parties; and
13. Transition and continuity of operations.

The Offeror shall identify any material risks, dependencies, constraints, or assumptions associated with its proposed approach and describe the measures it proposes to mitigate such risks.

The Offeror shall clearly distinguish between capabilities, resources, products, or services included as part of its proposed solution and those that it assumes will be provided by ASUME or another party.

The Offeror shall not merely restate the requirements of Section 3.0. Its response shall explain how the Offeror proposes to satisfy those requirements.

#### **4.4.3.1. Technical Architecture**

The Offeror shall describe its proposed technical architecture for supporting PRACSES, NHRS, and the Services throughout the Contract term.

The proposed architecture shall address, as applicable:

1. Production computing and processing environment;
2. Application and database architecture;
3. Data storage, backup, and recovery;
4. Network and telecommunications architecture;
5. Security architecture and controls;
6. Interfaces and external system connectivity;
7. Monitoring and management tools;
8. Development, testing, quality assurance, and other non-production environments;
9. Disaster recovery environment and connectivity;
10. Capacity, scalability, redundancy, resiliency, and availability; and
11. Hardware, software, licenses, services, and other technology components necessary to support the proposed solution.

The Offeror shall provide appropriate high-level architecture and network diagrams sufficient to demonstrate the principal components of the proposed solution, their relationships, security boundaries, external interfaces, redundancy, and disaster recovery configuration.

The Offeror shall explain how the proposed architecture will satisfy the performance, security, availability, capacity, interoperability, disaster recovery, and Service Level requirements of this RFP.

The Offeror shall identify any material changes it proposes to the current technical environment and shall describe the anticipated benefits, risks, dependencies, transition requirements, compatibility considerations, and operational impacts associated with each material change.

The Offeror shall clearly identify all hardware, software, telecommunications services, licenses, subscriptions, infrastructure, and other technology resources included in its proposed solution and shall separately identify any resources that it assumes will be provided or acquired by ASUME.

Any assumption that ASUME will provide or acquire a resource shall be clearly identified and shall not constitute an obligation of ASUME unless expressly accepted by ASUME.

#### **4.4.3.2. Security and Privacy Capabilities**

The Offeror shall describe its security and privacy capabilities and its proposed approach to satisfying the security, privacy, confidentiality, safeguarding, and cybersecurity requirements applicable to the Services.

At a minimum, the response shall address:

1. Security governance and management;
2. Identity and access management;
3. Privileged and administrative access controls;
4. Multi-factor authentication;
5. Network and infrastructure security;
6. Application and database security;
7. Vulnerability and patch management;
8. Security monitoring, logging, and alerting;
9. Security incident detection, response, escalation, and reporting;
10. Protection of ASUME Data, including data in transit, at rest, and during backup or recovery;
11. Personnel security and access termination procedures;
12. Subcontractor and third-party security controls;
13. Security assessments, audits, and remediation;
14. Disaster recovery and business continuity security considerations; and
15. Compliance with applicable Federal and Commonwealth security and privacy requirements.

The Offeror shall identify the security tools, processes, standards, certifications, personnel, and other capabilities that will be used to protect PRACSES, NHRS, ASUME Data, and the supporting technology environment.

The Offeror shall also describe its experience responding to and managing security incidents affecting systems of comparable size, complexity, or sensitivity, without disclosing confidential or protected client information.

#### **4.4.4. Project Management and Staffing**

The Offeror shall describe its proposed management, governance, operational oversight, and staffing approach for performing the Services throughout the Contract term.

The response shall demonstrate how the Offeror will establish clear accountability, maintain effective coordination with ASUME, manage technical and operational activities, provide qualified personnel, monitor performance, manage risks and issues, and maintain continuity of the Services.

The Offeror shall address the requirements of Sections 4.4.4.1 through 4.4.4.4 and shall ensure that its proposed management and staffing approach is consistent with the Technical Approach and Cost Proposal.

#### **4.4.4.1. Project Management Plan**

The Offeror shall provide a proposed Project Management Plan describing the governance, management processes, controls, tools, and procedures that will be used to manage performance of the Services.

At a minimum, the Project Management Plan shall address:

1. Project governance and decision-making structure;
2. Roles, responsibilities, and lines of authority;
3. Coordination and communications with ASUME;
4. Project scheduling and work planning;
5. Status reporting;
6. Risk and issue identification, tracking, escalation, and resolution;
7. Change and Configuration Management;
8. Deliverables management and acceptance;
9. Quality management;
10. Service Level and performance management;
11. Documentation management;
12. Subcontractor management, if applicable; and
13. Escalation and dispute-resolution procedures.

The Offeror shall identify the project management, collaboration, reporting, scheduling, and tracking tools it proposes to use and shall describe how ASUME will be provided reasonable access to schedules, status information, risks, issues, decisions, Deliverables, and other information necessary for effective oversight of the Services.

The Project Management Plan submitted with the Proposal may be refined following Contract award, subject to ASUME approval, but any such refinement shall not materially reduce or modify the commitments contained in the Offeror's Proposal.

#### **4.4.4.2. Facilities Management Plan**

The Offeror shall provide a Facilities Management Plan describing its proposed approach to the day-to-day management, coordination, control, and oversight of the Services.

The Facilities Management Plan shall describe:

1. The proposed operational management structure;
2. Responsibilities and coordination among production, application, infrastructure, database, network, security, Help Desk, field support, and other functional teams;
3. Procedures for monitoring daily operations and Service performance;
4. Operational escalation and management of critical incidents;
5. Coordination between operational and application-maintenance functions;
6. Coordination with ASUME personnel, governmental entities, contractors, telecommunications providers, financial institutions, Federal agencies, and other parties designated by ASUME;
7. Management and oversight of Subcontractors and third-party service providers;
8. Quality assurance and continuous improvement processes;
9. Management of operational risks, dependencies, and constraints; and

10. Procedures for maintaining continuity of operations and minimizing disruption to ASUME.

The Offeror shall explain how its proposed Facilities Management approach will provide ASUME with clear accountability for the Services and timely access to the management personnel responsible for resolving operational, technical, contractual, and performance matters.

#### **4.4.4.3. Operational Plan**

The Offeror shall provide an Operational Plan describing how it proposes to perform the day-to-day operation, maintenance, monitoring, and support of PRACSES, NHRS, and the supporting technology environment.

At a minimum, the Operational Plan shall address:

1. Production operations and monitoring;
2. Batch and scheduled processing;
3. System, application, database, network, and infrastructure monitoring;
4. Backup, restoration, and recovery operations;
5. Application and system maintenance;
6. Incident, problem, and escalation management;
7. Help Desk and user support;
8. Change, release, testing, and production implementation;
9. Performance, capacity, availability, and Service Level monitoring;
10. Security operations and coordination;
11. Operational documentation and reporting;
12. Coordination with third-party systems, providers, and interfaces;
13. Disaster recovery and business continuity operations; and
14. Incoming Transition and Exit Transition activities.

The Offeror shall identify the principal tools, processes, controls, schedules, and procedures that will be used to perform these activities and shall explain how the proposed operational model will satisfy the requirements and Service Levels established in Section 3.0.

The Operational Plan shall also identify any material operational changes proposed by the Offeror and describe how such changes will be implemented without material disruption to ASUME operations.

#### **4.4.4.4. Staffing Plan**

The Offeror shall provide a detailed Staffing Plan demonstrating that it proposes sufficient qualified personnel to perform the Services and satisfy the requirements and Service Levels established in this RFP.

The Staffing Plan shall include:

1. An organizational chart identifying the proposed management and operational structure for the ASUME account;
2. Identification of the proposed Senior Management and Key Employees required under Section 3.16;

3. Proposed staffing levels by functional area, position, and labor category;
4. Identification of positions proposed as full-time, part-time, on-site, remote, or shared resources;
5. Roles and responsibilities for each proposed position or labor category;
6. Minimum education, experience, certifications, technical skills, and other qualifications applicable to each material position;
7. Identification of personnel or positions to be provided by proposed Subcontractors;
8. Proposed coverage for critical operational functions, including after-hours, weekend, holiday, emergency, and on-call support, as applicable;
9. The Offeror's approach to recruitment, onboarding, training, retention, succession, replacement, and knowledge transfer; and
10. The Offeror's approach to maintaining adequate staffing levels during vacancies, absences, turnover, workload fluctuations, transition activities, and other circumstances that could affect performance.

Resumes shall be provided for all proposed Senior Management and Key Employees. Each resume shall identify relevant education, professional qualifications, certifications, employment experience, experience relevant to the proposed role, and other information necessary to demonstrate compliance with the applicable personnel requirements.

For Project Staff not individually identified at the time of Proposal submission, the Offeror shall provide representative position descriptions and minimum qualification requirements.

The Offeror shall clearly identify any proposed personnel who are not committed or available as of the Proposal Due Date and shall describe its plan and anticipated timeframe for filling such positions.

The proposed Staffing Plan shall be consistent with the staffing assumptions and resources reflected in the Offeror's Cost Proposal.

#### **4.4.5. Additional Information**

The Offeror may provide additional information that is directly relevant to ASUME's evaluation of the Proposal and is not appropriately addressed elsewhere in Volume I.

This section shall also clearly identify:

1. Material assumptions or dependencies not previously identified elsewhere in the Technical Proposal;
2. Alternatives proposed for ASUME's consideration, if any;
3. Third-party agreements, licenses, services, or dependencies material to the proposed solution;
4. Any services, resources, equipment, software, or other items that the Offeror assumes will be provided by ASUME or another party; and
5. Any previously disclosed exception that ASUME expressly authorized the Offeror to include in its Proposal.

Any alternative proposed by the Offeror shall be clearly identified as an alternative and shall not replace the Offeror's obligation to submit a Proposal that complies with the requirements of this RFP, unless otherwise expressly authorized by ASUME.

The inclusion of an assumption, dependency, condition, alternative, or exception in this Section shall not modify any requirement of this RFP or constitute acceptance by ASUME.

The Offeror shall not use this Section to introduce exceptions to the requirements or contractual terms and conditions that were required to be raised earlier in the procurement process.

#### **4.5. Volume II - Cost Proposal**

Volume II – Cost Proposal shall contain the Offeror’s complete pricing for the Services and shall be submitted separately from Volume I – Technical Proposal in accordance with the submission requirements of this RFP.

The Offeror shall complete and submit Appendix B – Cost Proposal in its entirety and in the format prescribed by ASUME. The Offeror shall not materially alter the structure, formulas, pricing categories, or other required elements of Appendix B.

The Cost Proposal shall include all costs, fees, rates, charges, expenses, and other pricing necessary to perform the Services described in the Offeror’s Technical Proposal and satisfy all requirements of this RFP.

The Cost Proposal shall include, as applicable:

1. Monthly Operations Fees for each year of the initial Contract term;
2. Pricing applicable to any extension or option period identified in Appendix B;
3. Hourly labor rates, by applicable labor category, for authorized Additional Services or Application Enhancements;
4. Any separately priced Services or items expressly requested by ASUME in Appendix B; and
5. Any other pricing information required by Appendix B.

Unless Appendix B expressly provides otherwise, all personnel, management, supervision, equipment, software, licenses, subscriptions, tools, materials, supplies, travel, administrative expenses, overhead, profit, Subcontractor costs, and other resources necessary to perform the Services in accordance with the Offeror’s Technical Proposal and this RFP shall be deemed included in the proposed pricing.

The Offeror shall clearly identify any pricing assumption expressly permitted by Appendix B. An assumption contained in the Cost Proposal shall not modify the scope or requirements of this RFP unless expressly accepted by ASUME.

The Offeror’s initial Cost Proposal shall represent its most favorable pricing to ASUME based on the requirements of this RFP. ASUME reserves the right to request clarifications, conduct negotiations, request revised Proposals, or request Best and Final Offers to the extent authorized under this RFP.

The Cost Proposal shall remain valid for the period established in Section 4.3.

No cost or pricing information shall be included in Volume I – Technical Proposal.

## **5.0 Evaluation and Selection Procedures**

ASUME will evaluate Proposals in accordance with the procedures, requirements, and evaluation criteria established in this RFP.

The evaluation process is intended to identify the responsible Offeror whose Proposal provides the most advantageous combination of technical capability, relevant experience, management and staffing approach, operational capability, risk mitigation, and cost to ASUME.

The maximum score available is one hundred (100) points, consisting of seventy (70) Technical Evaluation Points and thirty (30) Cost Evaluation Points.

Compliance with mandatory requirements under Section 5.3 is a prerequisite to technical and cost evaluation and does not independently receive Evaluation Points.

ASUME reserves all rights expressly established elsewhere in this RFP, including the right to request clarifications, conduct discussions or oral presentations when permitted, verify information contained in a Proposal, and make an award without discussionsintention or oral presentations.

### **5.1. Evaluation and Selection Board**

ASUME will appoint an Evaluation Board responsible for evaluating responsive Proposals in accordance with this RFP.

Each member of the Evaluation Board shall independently evaluate and score the Proposals based solely upon the evaluation factors and requirements established in this RFP and the evaluation methodology adopted by ASUME prior to receipt of Proposals.

ASUME may obtain technical, financial, legal, procurement, cybersecurity, information technology, or other specialized assistance as necessary to support the Evaluation Board. Such advisors may review and analyze Proposal information and provide technical advice to the Evaluation Board but shall not independently assign Evaluation Points unless formally appointed as members of the Evaluation Board.

Evaluation Board members and any advisors participating in the evaluation process shall be subject to applicable confidentiality, ethics, and conflict-of-interest requirements.

### **5.2. Evaluation Process**

The evaluation will generally consist of the following stages:

1. Administrative and Mandatory Compliance Review;
2. Technical Evaluation;
3. Oral Presentation or Clarification, if requested by ASUME;
4. Cost Evaluation; and
5. Final Ranking and Selection.

ASUME may verify any information contained in a Proposal, including corporate experience, references, personnel qualifications, financial information, certifications, litigation or contract-performance disclosures, and information concerning proposed Subcontractors.

Clarifications may be requested when ASUME determines that additional explanation is necessary to understand information already contained in a Proposal. A clarification shall not be used to permit an Offeror to cure a material deficiency, satisfy a mandatory requirement that was not met as of the Proposal Due Date, or materially revise its Proposal, except as otherwise permitted by applicable law or this RFP.

Only Proposals determined eligible for further evaluation under Section 5.3 will proceed to the Technical Evaluation.

No cost or pricing information shall be considered by the Evaluation Board in assigning Technical Evaluation Points.

### **5.3. Compliance with Mandatory Requirements**

Each Offeror shall include in the Executive Summary the compliance matrix required by Section 4.4.1 identifying each mandatory requirement below, the Offeror's compliance status, and the specific Proposal section and page or other location where supporting information may be found.

The Evaluation Board will determine whether each Proposal satisfies the mandatory requirements established by this RFP.

Failure to satisfy a material mandatory requirement may result in rejection of the Proposal as non-responsive. ASUME may waive or permit correction of minor informalities or immaterial defects to the extent permitted by applicable law.

At a minimum, each Proposal must satisfy the following mandatory requirements

| No. | Mandatory Requirement                                                                                                                           | RFP Cross-Reference         |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1   | Proposal was timely submitted in accordance with the Proposal Due Date and submission requirements.                                             | Sections 1.5, 2.15 and 2.19 |
| 2   | Offeror is eligible to participate in the procurement and has disclosed any actual, potential, or apparent Organizational Conflict of Interest. | Section 2.2                 |
| 3   | Proposal is signed by an individual authorized to bind the Offeror.                                                                             | Section 4.3                 |
| 4   | Proposal includes all required Proposal volumes and components.                                                                                 | Section 4.1                 |
| 5   | Technical Proposal contains no cost or pricing information.                                                                                     | Sections 4.1 and 4.4        |
| 6   | Offeror acknowledges all Addenda issued by ASUME.                                                                                               | Section 4.3                 |
| 7   | Proposal remains valid for the required period.                                                                                                 | Section 2.12                |
| 8   | Required Proposal Guarantee has been submitted and satisfies the requirements of the RFP.                                                       | Section 2.14                |
| 9   | Offeror has submitted the required Transmittal Letter and certifications.                                                                       | Sections 4.3 and 8          |

|    |                                                                                                                                                                                                                                                                                                                                                          |                            |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 10 | Technical Proposal contains the required Executive Summary and compliance matrix.                                                                                                                                                                                                                                                                        | Section 4.4.1              |
| 11 | Technical Proposal contains the required Corporate Background and Experience information.                                                                                                                                                                                                                                                                | Section 4.4.2              |
| 12 | Offeror has provided the required financial information and demonstrates the financial capacity required by the RFP.                                                                                                                                                                                                                                     | Section 4.4.2              |
| 13 | Offeror has provided the required relevant corporate experience and references.                                                                                                                                                                                                                                                                          | Section 4.4.2              |
| 14 | Offeror has provided the required Legal Proceedings and Contract Performance Disclosure.                                                                                                                                                                                                                                                                 | Section 4.4.2.4            |
| 15 | Technical Proposal contains a complete Technical Approach responsive to the requirements of the RFP.                                                                                                                                                                                                                                                     | Section 4.4.3              |
| 16 | Technical Proposal contains the required Project Management, Facility Management, Operational, Transition, and Staffing information.                                                                                                                                                                                                                     | Section 4.4.4              |
| 17 | Offeror identifies proposed key personnel and provides the required qualifications, resumes, commitments, and staffing information.                                                                                                                                                                                                                      | Section 4.4.4.4            |
| 18 | Offeror identifies all proposed material Subcontractors and provides all information required by the RFP concerning such Subcontractors.                                                                                                                                                                                                                 | Sections 4.4.2 and 4.4.4   |
| 19 | Offeror accepts the material requirements of the RFP and identifies any exceptions, assumptions, or deviations in the manner required by the RFP.                                                                                                                                                                                                        | Sections 4.2 and 4.4       |
| 20 | Cost Proposal is submitted separately and contains all required Cost Proposal Schedules.                                                                                                                                                                                                                                                                 | Section 4.5 and Appendix B |
| 21 | Financial Statements                                                                                                                                                                                                                                                                                                                                     | Section 8.10               |
| 22 | Offeror submits all mandatory certifications, affidavits, representations, and compliance documentation required by Section 8.0.                                                                                                                                                                                                                         | Section 8                  |
| 23 | Comply with all applicable registration requirements of the Registro Único de Proveedores (“RUP”), administered by the Puerto Rico General Services Administration (Administración de Servicios Generales or “ASG”), and the Registro de Proveedores de Tecnología (“RPT”), administered by the Puerto Rico Innovation and Technology Service (“PRITS”). | Section 2.23               |

#### **5.4. Technical Evaluation**

Proposals satisfying the requirements of Section 5.3 will be evaluated on their technical merits.

The maximum Technical Evaluation Score is seventy (70) points.

Technical evaluation will consider the quality, completeness, feasibility, relevance, demonstrated capability, and risk associated with the Offeror's proposed performance of the Services. Merely restating RFP requirements or indicating that the Offeror will comply with a requirement, without sufficient supporting explanation, may result in a lower evaluation.

To be eligible for Cost Evaluation, a Proposal must receive a minimum technical score of forty-nine (49) of the seventy (70) available technical points (70%). Proposals scoring below this

threshold will be deemed technically unacceptable and will not be advanced to Cost Evaluation. This minimum is established in this RFP and applied uniformly to all Offerors.

#### **5.4.1. Evaluation Factors and Point Scores**

The Evaluation Board will evaluate each responsive Proposal based on the technical evaluation factors and maximum point values set forth below. Each Evaluation Board member will independently assess and score each Proposal based on the extent to which the Offeror demonstrates its ability to satisfy the requirements of this RFP. Technical Evaluation Points will be assigned in accordance with the criteria established in this Section and the Evaluation Plan and Methodology adopted by ASUME prior to the receipt of Proposals.

| Technical Evaluation Factor                                           | Maximum Points |
|-----------------------------------------------------------------------|----------------|
| 5.4.1.1 Understanding of ASUME's Requirements and PRACSES Environment | 5              |
| 5.4.1.2 Corporate Background and Experience                           | 10             |
| 5.4.1.3 Technical Approach                                            | 25             |
| 5.4.1.4 Project Management                                            | 15             |
| 5.4.1.5 Staffing, Key Personnel and Transition Capability             | 15             |
| <b>Total Technical Points</b>                                         | <b>70</b>      |

##### **5.4.1.1. Understanding ASUME's Requirements and PRACSES Environment**

The Evaluation Board will assess the extent to which the Proposal demonstrates a clear and comprehensive understanding of:

1. ASUME's objectives for the operation, maintenance, support, security, and continuity of PRACSES;
2. The mission-critical nature of PRACSES to Puerto Rico's Child Support Enforcement Program;
3. The existing technical, operational, organizational, regulatory, and geographic environment;
4. The principal operational and transition risks associated with the Services; and
5. The Offeror's understanding of the performance, availability, security, continuity, and service-level obligations established by the RFP.

Higher scores will be awarded to Proposals demonstrating a specific understanding of the PRACSES environment and ASUME's requirements rather than generic descriptions of information technology or facilities management services.

##### **5.4.1.2. Corporate Background and Experience**

The Evaluation Board will assess the information provided under Section 4.4.2, including:

1. Relevant corporate experience performing services of comparable scope, complexity, criticality, and operational requirements;
2. Experience operating and maintaining mission-critical information systems and technology environments;

3. Experience with government, Child Support Enforcement, human services, or other comparable public-sector systems, where applicable;
4. Experience with transitions involving incumbent systems, personnel, infrastructure, or service providers;
5. Organizational resources and capabilities available to support the Contract;
6. Financial capacity and organizational stability;
7. Performance demonstrated through client references and past performance information; and
8. Relevant experience and capabilities of proposed material Subcontractors.

Legal proceedings and contract-performance matters disclosed pursuant to Section 4.4.2.4 will not receive separate Evaluation Points. ASUME may, however, consider such information in assessing the Offeror's responsibility, organizational risk, and demonstrated ability to perform the Contract.

#### **5.4.1.3. Technical Approach**

The Evaluation Board will assess the quality, completeness, feasibility, and effectiveness of the Offeror's Technical Approach under Section 4.4.3.

Evaluation will include, as applicable:

1. Proposed approach to operating, maintaining, and supporting the PRACSES technical environment;
2. Approach to application, infrastructure, database, network, telecommunications, cybersecurity, and related technical support responsibilities;
3. Service monitoring, incident management, problem management, change management, release management, and configuration management;
4. Approach to system availability, reliability, performance, backup, recovery, and continuity of operations;
5. Cybersecurity, protection of confidential and Protected Information, access controls, monitoring, vulnerability management, and incident response;
6. Approach to meeting and validating Service Levels and performance requirements;
7. Technical tools, methodologies, automation, and controls proposed to support performance;
8. Approach to knowledge transfer, documentation, and technical training;
9. Identification and management of technical and operational risks; and
10. Overall feasibility, integration, scalability, and suitability of the proposed approach for the PRACSES environment.

Higher scores will be awarded to approaches that are specific, demonstrated, measurable, operationally feasible, and appropriately tailored to PRACSES.

#### **5.4.1.4. Project Management**

The Evaluation Board will assess the Offeror's proposed management approach under Section 4.4.4, including:

1. Project governance and management structure;
2. Roles, responsibilities, accountability, and escalation procedures;

3. Status reporting and performance reporting;
4. Quality assurance and quality control;
5. Risk and issue management;
6. Change control and coordination procedures;
7. Facility management approach;
8. Operational management processes;
9. Service Level monitoring and corrective action;
10. Coordination with ASUME, the Department of the Family, governmental entities, third-party vendors, and other stakeholders, as applicable;
11. Business continuity and operational resilience; and
12. Overall completeness, practicality, and effectiveness of the proposed management model

#### **5.4.1.5. Staffing, Key Personnel and Transition Capability**

The Evaluation Board will assess:

1. Qualifications and relevant experience of proposed key personnel;
2. Experience of the proposed Facility Manager and other critical personnel;
3. Adequacy of proposed staffing levels and skill mix;
4. Availability and commitment of proposed personnel;
5. Organizational structure and allocation of responsibilities;
6. Ability to provide appropriate on-island resources;
7. Recruitment, retention, succession, and replacement strategies;
8. Use and management of Subcontractor personnel;
9. Transition-in staffing and knowledge-transfer approach;
10. Ability to maintain continuity of operations during transition;
11. Transition-out and turnover capability; and
12. Overall staffing risk associated with the Proposal.

The Evaluation Board may consider whether the proposed staffing model is reasonably sufficient to perform the Services and meet applicable Service Levels throughout the Contract term.

#### **5.4.1.6. Presentation**

Up to three Vendors whose proposals receive the highest technical scores may be required to participate in an oral presentation of their Proposal. Vendor understanding and commitment will be assessed by the responses given to Committee questions. Oral presentations and demonstrations may or may not be held. ASUME reserves the right to make an award based on the proposals received, without requesting additional information or conducting further discussions with Vendors.

#### **5.4.2. Final Technical Scoring**

The maximum Technical Evaluation Score is seventy (70) points.

Each Evaluation Board member shall assign points to each Technical Evaluation Factor in accordance with the criteria established in this RFP and the Evaluation Plan and Methodology adopted by ASUME prior to receipt of Proposals.

The final Technical Evaluation Score for each Proposal shall be calculated in accordance with the Evaluation Plan and Methodology.

To be eligible for Cost Evaluation, a Proposal must receive a minimum technical score of forty-nine (49) of the seventy (70) available technical points (70%). Proposals scoring below this threshold will be deemed technically unacceptable and will not be advanced to Cost Evaluation. This minimum is established in this RFP and applied uniformly to all Offerors.

No Evaluation Board member shall consider cost or pricing information when assigning Technical Evaluation Points.

### **5.5. Cost Evaluation**

The maximum Cost Evaluation Score is thirty (30) points.

Only the Cost Proposals of Offerors whose Proposals remain eligible for award following the mandatory and technical evaluation phases will be evaluated. Cost Proposals shall be evaluated using the Cost Proposal Schedules contained in Appendix B.

For evaluation purposes, ASUME will calculate the Total Evaluated Cost of each Proposal in accordance with the pricing components and assumptions established in Appendix B. ASUME may verify mathematical calculations and correct apparent arithmetic errors in accordance with the terms of this RFP and applicable law.

The responsive Proposal with the lowest Total Evaluated Cost will receive thirty (30) Cost Evaluation Points.

All other responsive Proposals will receive Cost Evaluation Points according to the following formula:

$$\text{Cost Evaluation Points} = (\text{Lowest Total Evaluated Cost} / \text{Offeror's Total Evaluated Cost}) \times 30.$$

Cost Evaluation Points may be rounded to two decimal places.

ASUME may reject a Cost Proposal that is materially incomplete, internally inconsistent, conditional, contains material pricing qualifications, fails to use the required Cost Proposal Schedules, or otherwise prevents ASUME from determining the Total Evaluated Cost on a common and reasonable basis.

ASUME may also evaluate whether proposed pricing is materially unbalanced, unrealistic, or inconsistent with the Offeror's Technical Proposal. ASUME may request clarification of such pricing to the extent permitted by applicable law.

The lowest-priced Proposal will not necessarily be selected for award.

### **5.6. Proposal Ranking and Selection**

Each Offeror's Final Proposal Score shall equal its Final Technical Evaluation Score plus its Cost Evaluation Score.

Proposals will be ranked according to their Final Proposal Scores, subject to ASUME's determination of Offeror responsibility, Proposal responsiveness, compliance with applicable requirements, and any other determinations required by law.

Award shall be made to the responsible Offeror whose Proposal is determined to be the most advantageous to ASUME and the Department of the Family based upon the evaluation factors and requirements established in this RFP, considering price and other factors. No Offeror shall acquire a right to award solely by obtaining the highest numerical score. Any selection determination shall be made in accordance with this RFP and applicable law and shall be documented in the procurement record.

ASUME reserves the right to verify references, financial capacity, corporate information, personnel qualifications, legal and contract-performance disclosures, certifications, and any other information relevant to determining an Offeror's responsibility prior to award.

ASUME may reject the Proposal of an Offeror determined not to be responsible or otherwise eligible for award, notwithstanding its numerical score.

In the event of a tie in Final Proposal Scores, the Proposal receiving the higher Technical Evaluation Score shall receive the higher ranking. If the Technical Evaluation Scores are also equal, the Proposal receiving the higher score under Section 5.4.1.3 – Technical Approach shall receive the higher ranking. If a tie remains, ASUME shall resolve the tie in accordance with applicable procurement requirements.

### **6.0 Administrative Review:**

Any Offeror adversely affected by a determination or award issued as a result of this RFP may seek reconsideration, administrative review, or any other applicable remedy in accordance with applicable law. An Offeror with reasonable objections to a solicitation or award may submit a request for review or objection within the applicable time period.

The applicable deadlines, filing requirements, procedures, and available remedies shall be specified in the corresponding Notice of Award and governed by applicable law..

## **7.0 APPENDIXES**

### **7.1 APPENDIX A PROCUREMENT LIBRARY INDEX**

### PROCUREMENT LIBRARY INDEX

| No. | Document                                                           | Description                                                                                                   | RFP Reference                                    | Format    |
|-----|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------|
| 1   | <b>PRACSES Hosting Infrastructure Diagram (as-is)</b>              | Logical/network hosting architecture of the current PRACSES environment.                                      | §2.6 Procurement Library; §3.7 IT Infrastructure | PDF       |
| 2   | <b>Mainframe Interconnection Diagram (as-is)</b>                   | Interconnection and topology of the PRACSES mainframe environment.                                            | §2.6; §3.7 IT Infrastructure                     | PDF / PNG |
| 3   | <b>PRACSES GUI – User Manual</b>                                   | User documentation of the PRACSES application the FMC will operate and maintain (ASUME system documentation). | §2.6; §3.1; §3.8.4 Application Maintenance       | PDF       |
| 4   | <b>PRACSES Organization &amp; Staffing Baseline (FTEs by role)</b> | Current organizational structure and FTE counts by role. Reference only; NOT binding on Offerors.             | §2.6; §3.7.1.3 Personnel                         | PDF       |

## **7.2 APPENDIX B - Cost Proposal Schedules**

Cost pricing shall be submitted using the **Cost Proposal Schedules** workbook provided by ASUME as a separate Microsoft Excel (.xlsx) file (Schedule B-1 Monthly Operations Cost; B-2 Hourly Change Order Rates; B-3 Data Conversion, if applicable; B-4 Total Evaluated Cost Summary) and B-5, Printing and Mailing Services. The workbook must be completed in full and returned in electronic (.xlsx) and hard-copy form, in a sealed envelope separate from the Technical Proposal. The format of the workbook must not be modified; any modification may render the Proposal non-responsive. No cost information may appear in the Technical Proposal.

### **7.1.1 Hourly Change Order Rate Form**

Additional services shall be provided only if requested by ASUME and solely in response to project-related needs outside the fixed monthly scope. Rates shall be fully loaded and firm for the term.

| <b>Staff Position</b>                           | <b>Fully-Loaded Hourly Rate<br/>(\$)</b> |
|-------------------------------------------------|------------------------------------------|
| Contractor Project Executive                    | \$                                       |
| Data Center Manager                             | \$                                       |
| Senior Systems Programmer                       | \$                                       |
| Application Programmer – Mainframe (COBOL/IDMS) | \$                                       |
| Application Developer – .NET                    | \$                                       |
| Database Administrator                          | \$                                       |
| Network / Communications Engineer               | \$                                       |
| Security Analyst                                | \$                                       |
| QA / Test Analyst                               | \$                                       |
| Help Desk Analyst                               | \$                                       |
| Other (specify): _____                          | \$                                       |
|                                                 |                                          |

## **7.2 APPENDIX C - Federal Compliance and Contract Provisions**

### **7.2.1 Governing Federal Framework.**

#### **General Federal and Commonwealth Requirements**

*This Section states the federal and Commonwealth requirements applicable to this Title IV-D procurement. It replaces, for purposes of this M&O procurement, any federal-grant framework specific to other funding sources; the governing framework is Title IV-D of the Social Security Act and the HHS uniform administrative requirements.*

#### **7.2.1.1 FEDERAL COMPLIANCE AND CONTRACT PROVISIONS**

This RFP and any Contract awarded hereunder are subject to:

- (1) Social Security Act Title IV-D (42 U.S.C. §§ 651-669b) and 45 CFR > Parts 301-310;
- (2) Uniform Administrative Requirements at 2 CFR Part 200 (including > Subpart D-Procurement Standards, and Appendix II);
- (3) 45 CFR Part 75;
- (4) 45 CFR Part 95 Subpart F (Federal Financial Participation);
- (5) 45 CFR §§ 95.611, 95.615, 95.617;
- (6) 45 CFR §§ 75.328, 75.330, 75.364;
- (7) 26 U.S.C. § 6103(p)(4);
- (8) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- (9) ADA, Section 504 of the Rehabilitation Act, and 41 CFR Part 60; > Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and the > ICT accessibility standards at 36 CFR Part 1194;
- (10) 2 CFR Part 180 (Debarment and Suspension);
- (11) Drug-Free Workplace Act (2 CFR Part 382);
- (12) IRS Publication 1075 for Federal Tax Information;
- (13) FedRAMP for cloud services handling Protected Information;
- (14) NIST 800-53 (Moderate baseline or higher);
- (15) PRITS Administrative Orders, including PRITS-2023-001.

**7.2.1.2 FEDERAL CONTRACT PROVISIONS (PER 2 CFR PART 200 APPENDIX II).**

The Contract shall incorporate, and the FMC shall comply with, the following federal contract provisions, which shall flow down to all subcontracts:

- (1) Equal Employment Opportunity (41 CFR Part 60);
- (2) Davis-Bacon Act (40 U.S.C. §§ 3141-3148, where applicable);
- (3) Copeland Anti-Kickback Act;
- (4) Contract Work Hours and Safety Standards Act;
- (5) Rights to Inventions Made Under a Contract or Agreement (37 CFR Part > 401); Clean Air Act and Federal Water Pollution Control Act;
- (6) Debarment and Suspension;
- (7) Byrd Anti-Lobbying Amendment;
- (8) Procurement of Recovered Materials; Prohibition on Certain > Telecommunications and Video Surveillance Services or Equipment > (Section 889 NDAA FY2019);
- (9) Domestic Preferences for Procurements; Access to Records (45 CFR § > 75.364; 45 CFR § 95.615); Record Retention and Access (records > retained for a minimum of three (3) years, and longer where any > litigation, claim, or audit is pending, per 45 CFR § 75.361);
- (10) Software and Ownership Rights (45 CFR § 95.617);
- (11) Americans with Disabilities Act (28 CFR Part 35);
- (12) Drug-Free Workplace; Conflicts of Interest (45 CFR §§ 75.112, > 75.327, 75.328);
- (13) Full and Open Competition (45 CFR § 75.328);
- (14) Contracting with Small and Minority Businesses, WBE, and Labor > Surplus Area Firms (45 CFR § 75.330);
- (15) Non-Discrimination (Title VI Civil Rights Act; Section 504;
- (16) Age Discrimination Act);
- (17) Mandatory Disclosures (2 CFR § 200.113);
- (18) Trafficking in Persons; Whistleblower Protections (41 U.S.C. § 4712).

**7.2.1.3 FEDERAL PRIOR APPROVAL.**

The Parties acknowledge that the Contract is subject to the prior-approval requirements of 45 CFR § 95.611. If HHS, through the Office of Child Support Enforcement (OCSE), does not issue an approval, disapproval, or request for additional information within sixty (60) days of acknowledging receipt of the State's submission, the request is deemed to have provisionally met prior-approval conditions. If OCSE disapproves the Contract or requires changes that ASUME reasonably determines are unacceptable, ASUME may, upon written notice to the FMC, terminate the Contract effective immediately without early-termination fees or penalties.

**7.2.1.4 SOFTWARE AND OWNERSHIP RIGHTS (45 CFR § 95.617).**

ASUME and the U.S. Department of Health and Human Services shall have a royalty-free, non-exclusive, and irrevocable license to produce, publish, or otherwise use and to authorize others to use for federal government purposes the Applications Software (as developed or modified under this Contract), modifications, and documentation. All Developed Software is and shall remain property of ASUME.

**7.2.1.5 PUERTO RICO STATUTORY COMPLIANCE.**

The Offeror and the FMC shall additionally comply with:

- (1) Act No. 5 of December 30, 1986 (ASUME Enabling Act);
- (2) Act No. 168 of August 12, 2000;
- (3) Act No. 2-2018 (Anticorruption Code);
- (4) Act No. 1-2012 (Government Ethics);
- (5) Act No. 18 of October 30, 1975 (Comptroller's Contracts Registry);
- (6) Act No. 38-2017 (Uniform Administrative Procedure Act);
- (7) Act No. 111-2005 (Personal Information Protection);
- (8) Executive Order 2021-029;
- (9) OGP Circular Letter 013-2021;
- (10) PRITS Administrative Order 2023-001 (BCP/DRP);
- (11) FOMB Contract Review Policy (for contracts ≥ \$10 million).

**7.3 Federal Clauses, Certifications, and Assurances**

Offerors must execute and submit, as part of the Transmittal Letter Package, the following federal certifications:

- (1) Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR Part 180 and 376);

- (2) Certification Regarding Lobbying (31 U.S.C. § 1352) for Contracts, Grants, Loans, and Cooperative Agreements
- (3) Drug-Free Workplace Certification (45 CFR Part 76, Subpart F);
- (4) Certification Regarding Equal Employment Opportunity (Executive Order 11246);
- (5) Disclosure Form LLL (if applicable);
- (6) Certification Regarding Access to Records (45 CFR §§ 75.364, 95.615);
- (7) Certification of Compliance with Trafficking Victims Protection Act;
- (8) Certification Regarding Covered Telecommunications Equipment (Section 889 NDAA FY2019);
- (9) Puerto Rico Child Support Compliance Certification (Act No. 5 of December 30, 1986).

## 8 Required Compliance Documents

The Proponent must comply with all RFP requirements and submit the required documentation for the Proposal to be deemed responsive and considered for evaluation. The content of the Proposal must follow the order of the requirements described in this RFP, and the supporting evidence must be included as Attachments. All pages of the original Proposal must be sequentially numbered. Proposals must be submitted in English.

The following Attachments are part of these RFP Documents and must be submitted with the Proposal, except where expressly marked as informational:

| Attachment | Title                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------|
| A          | Validation Statement                                                                                   |
| B          | Single Registry of Bidders (RUP) Certificate                                                           |
| C          | Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements                        |
| D          | Acknowledgement of Receipt of Addendum Form                                                            |
| E          | Sworn Statement — Act 2-2018 (Anti-Corruption Code)                                                    |
| F          | Limited Denial of Participation (LDP) / Suspension or Debarment, Legal Issues, and Conflicts Affidavit |
| G          | Non-Collusive Affidavit                                                                                |
| H          | Insurance Requirements                                                                                 |
| I          | Financial Statements                                                                                   |
| J          | Applicable Federal Terms and Conditions (Title IV-D)                                                   |
| K          | Cost Proposal Schedules                                                                                |
| L          | Security and Confidentiality Requirements                                                              |
| M          | Corporate Resolution                                                                                   |
| N          | Certificate of Good Standing                                                                           |
| O          | RFP Mandatory Checklist                                                                                |

## **8.2 Attachment A — Validation Statement**

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### **Validation**

The signer attests that this proposal represents:

- a. Full and unconditional acceptance of the stipulated administrative and contractual requirements of the RFP.
- b. Complete and valid information as of the proposal due date
- c. Product, price, and terms offerings that are valid until **valid for 180 days** following the closing date of this RFP.

Validation Official: Title: \_\_\_\_\_ Signature Date

### **Authentication**

By countersigning this quotation, I confirm that this proposal constitutes a complete, authentic, and bona-fide offer to the Department of the Family, and ASUME that this company is fully prepared to carry out as described. The company official who validated this proposal was authorized to represent the company in the capacity on the date of his/her signature.

Authentication Official: Title: \_\_\_\_\_ Signature Date

### **Verification**

By countersigning this quotation, I confirm that this proposal was checked for technical accuracy and completeness and found to be correct and appropriate for this procurement.

Technical Official: Title: \_\_\_\_\_ Signature Date

**8.3 Attachment B — Single Registry of Bidders (RUP) Certificate**

**(Registro Único de Licitadores / Proveedores — to be provided by the Proponent.)**

The Proponent must submit its current certificate of registration in the Commonwealth Single Registry of Bidders administered by the General Services Administration (ASG). A Proponent not registered at the time of proposal submission must register within the period allowed by this RFP. (Section 2.23)

**8.4 Attachment C — Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proponent, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proponent understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proponent's Authorized Official (If Corporation, signed and sealed)

\_\_\_\_\_  
Name and Title of Proponent's Authorized Official — Signature Date

**8.5 Attachment D — Acknowledgement of Receipt of Addendum Form**

The Proponent hereby acknowledges that he/she has received, and has considered in the preparation of its Proposal, all requirements in the following Addenda to this Request for Proposals:

Addendum No(s): \_\_\_\_\_

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSALS.

Acknowledgement: \_\_\_\_\_  
(Proponent's Authorized Officer Signature)

**IMPORTANT NOTICE:** This form must be completed and submitted by all Proponents. If no Addenda are received, check the "No Addendum" box above and sign the acknowledgement.

**8.6 Attachment E — Sworn Statement (Act 2-2018, Anti-Corruption Code for the New Puerto Rico)**

I, \_\_\_\_\_, of legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation), and resident of \_\_\_\_\_, hereby solemnly swear:

1. That my personal circumstances are as stated above.
2. That I hold the position of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Contractor"), organized as a \_\_\_\_\_ under the laws of \_\_\_\_\_ with Federal Identification No. \_\_\_\_\_.
3. As of the date of execution of this sworn statement, neither the undersigned nor the Contractor, or its president, vice president, director, executive director, member of the board of officers or directors, or any person performing equivalent functions on the Contractor's behalf, has been convicted or has pleaded guilty in a state or federal court, or in any other jurisdiction of the United States, for any of the crimes enumerated under Act 2-2018 and the Puerto Rico Penal Code, including but not limited to: aggravated misappropriation; extortion; sabotage of essential public services; forgery of documents; fraud; electronic fraud; illicit enrichment; improper intervention in government operations; false certifications; bribery in all its modalities; undue influence; embezzlement of public funds; or money laundering.
4. I accept and acknowledge my obligation to inform of any change or modification to this statement during the contracting process or the term of the contract, as a result of a guilty plea or conviction for any of the above-mentioned crimes or any other conduct prohibited by the "Code of Ethics for Contractors, Suppliers of Goods and Services, and Contractors for Economic Incentives of the Executive Agencies of the Government of Puerto Rico," Title III, Act 2-2018.
5. I accept and acknowledge that a conviction for any of the crimes specified above will result, in addition to any other penalties, in the immediate termination of any contract in force at the time of conviction between the undersigned or the Contractor and any government entity, public corporation, or municipality.
6. The undersigned and/or the Contractor commits to complying with the "Code of Ethics for Contractors..." Title III, Act 2-2018.
7. I execute this sworn statement so that any government entity, public corporation, or municipality, including the Department of the Family and ASUME, has knowledge of what is herein declared and for any administrative and/or legal purpose in relation thereto.

NOW, THEREFORE, I hereby swear and sign this statement in \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_ (Name)

AFFIDAVIT NO. \_\_\_\_ Sworn and subscribed before me by \_\_\_\_\_, with the aforesaid personal circumstances and whom I know personally or have identified by means of \_\_\_\_\_. In \_\_\_\_\_, PR, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_ [Notary Public]

**8.7 Attachment F — Limited Denial of Participation (LDP) / Suspension or Debarment Status, Legal Issues, and Conflicts Affidavit**

By signing this Certification, the Proponent certifies, to the best of its knowledge and belief, that the firm, business, or person submitting the proposal:

- a. has not been subject to a Limited Denial of Participation (LDP), suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State, or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. ASUME may also exercise any other remedy available by law.
- b. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Government of Puerto Rico, or local) transaction or contract; violation of Federal or Government of Puerto Rico antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, Government of Puerto Rico, or local) with commission of any of the offenses enumerated in paragraph (b), including under PR Act No. 2-2018, as amended;
- d. has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, Government of Puerto Rico, or local) terminated for cause or default; and
- e. discloses any conflict of interest, either direct or indirect, with respect to the services sought herein pursuant to Federal or Commonwealth law and regulations.

The firm must provide a list of any other current or prior consulting/service contracts that the firm has or had with the Department of the Family, ASUME, or any other Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.

In \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ of 2026.

\_\_\_\_\_ (Name of Firm)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Position)

Affidavit No. \_\_\_\_\_. Subscribed and sworn to before me in \_\_\_\_\_, PR, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the Proponent, whom I personally know or have identified by \_\_\_\_\_.

\_\_\_\_\_ Public Notary

**8.8 Attachment G — Non-Collusive Affidavit**

\_\_\_\_\_, being first duly sworn, deposes and says: that he/she is \_\_\_\_\_ (a partner or officer of the firm, etc.), the party making the foregoing Proposal; that such Proposal is genuine and not collusive or a sham; that said Proponent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proponent or person, to submit a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to fix the price of the affiant's Proposal or of any other Proponent, or to fix any overhead, profit, or cost element of said price, or to secure any advantage against the Government of Puerto Rico, the Department of the Family, ASUME, or any person interested in the proposed contract; and that all statements in said Proposal are true.

\_\_\_\_\_ (Name of Firm)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Position)

Affidavit No. \_\_\_\_\_. Subscribed and sworn to before me in \_\_\_\_\_, PR, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the Proponent, whom I personally know or have identified by \_\_\_\_\_.

\_\_\_\_\_ Public Notary

### **8.9 Attachment H — Insurance Requirements**

To adequately cover potential liabilities, the awarded Contractor (FMC) shall obtain and maintain, at its own expense and for the duration of the Contract (including any transition period), insurance coverage acceptable to ASUME. Except for Professional Liability, Cyber Liability, and Workers' Compensation/Employer's Liability policies, all policies shall name as additional insured the "Department of the Family and Administration for Child Support Enforcement (ASUME), Government of Puerto Rico." A valid Certificate of Insurance evidencing such coverage and limits shall be submitted at the time of Contract award, and shall provide for at least thirty (30) days' written notice of cancellation or material change. Coverage shall be primary and non-contributory. The Certificate of Insurance must list at least the following coverages and limits:

- a. **Workers' Compensation** as required by Puerto Rico law, and **Employer's Liability** of not less than \$1,000,000.
- b. **Commercial General Liability** of not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate (bodily injury, personal and advertising injury, products/completed operations).
- c. **Commercial Automobile Liability** with a combined single limit of not less than \$500,000 per accident.
- d. **Professional Liability (Errors & Omissions)** of not less than \$1,000,000 per claim / \$2,000,000 aggregate.
- e. **Cyber Liability / Data Breach** of not less than \$2,000,000 per occurrence, given the confidential information, personally identifiable information (PII), and Federal Tax Information (FTI) handled under this Contract.

These minimum limits do not cap the FMC's liability under the Contract.

**8.10 Attachment I — Financial Statements**

The Proponent shall submit year-end financial statements for the previous three (3) years — including Profit & Loss and Balance Sheets certified by a Certified Public Accountant (CPA) and, if available, a supplementary unaudited financial summary as of the most recent quarter, demonstrating the financial capacity to perform this Contract.

### **8.11 Attachment J — Applicable Federal Terms and Conditions (Title IV-D)**

Any contract resulting from this RFP is subject to the applicable federal requirements for a Title IV-D program funded through the U.S. Department of Health and Human Services (HHS), Administration for Children and Families / Office of Child Support Enforcement (OCSE). Compliance with the HHS Uniform Administrative Requirements at **45 CFR Part 75** (which adopts the uniform guidance of **2 CFR Part 200**, including the required contract provisions of 2 CFR Part 200, Appendix II), and with **45 CFR Part 95** and **45 CFR Parts 301–310 and 307**, is required. The following contract provisions apply and flow down to all subcontracts (construction-specific provisions such as Davis-Bacon and Copeland Anti-Kickback do not apply to these information-technology operations and maintenance services):

1. **Remedies** — administrative, contractual, or legal remedies for breach, with sanctions and penalties as appropriate (contracts over the Simplified Acquisition Threshold).
2. **Termination for Cause and Convenience** — as set forth in the Contract.
3. **Byrd Anti-Lobbying Amendment** — 31 U.S.C. § 1352 (see Attachment C); contracts of \$100,000 or more.
4. **Debarment and Suspension** — 2 CFR Part 180, Part 382, and 2 CFR Part 376; the Contractor certifies that neither it nor its principals are excluded or disqualified (verified via SAM.gov).
5. **Procurement of Recovered Materials** — Section 6002 of the Solid Waste Disposal Act, as applicable.
6. **Prohibition on Covered Telecommunications Equipment or Services** — Section 889 of the FY2019 NDAA and 2 CFR § 200.216.
7. **Domestic Preferences for Procurements** — 2 CFR § 200.322, to the extent practicable.
8. **Access to Records** — the Contractor shall provide HHS/OCSE, the Comptroller General, ASUME, and their authorized representatives access to any books, documents, papers, and records directly pertinent to the Contract for audits, examinations, excerpts, and transcriptions (45 CFR §§ 75.364, 95.615), and shall retain records for at least three (3) years (45 CFR § 75.361).
9. **Rights to Inventions / Software and Ownership Rights** — 37 CFR Part 401 and 45 CFR § 95.617; ASUME and HHS shall have a royalty-free, non-exclusive, irrevocable license to use developed software and documentation for government purposes.
10. **Clean Air Act and Federal Water Pollution Control Act** — for contracts over \$150,000, as applicable.
11. **Program Fraud and False or Fraudulent Statements** — 31 U.S.C. Chapter 38 applies to the Contractor's actions under the Contract.
12. **No Obligation by the Federal Government** — the Federal Government is not a party to, and assumes no liability under, the Contract.

13. **Compliance with Federal Law, Regulations, and Executive Orders**, including the confidentiality and safeguarding requirements applicable to Title IV-D data, Federal Tax Information (IRS Publication 1075), and SSA/FPLS data.

## **8.12 Attachment K — Security and Confidentiality Requirements**

The Proponent shall acknowledge and agree to comply with the following security and confidentiality requirements, which incorporate the federal safeguards applicable to Title IV-D data, Federal Tax Information (FTI), and personally identifiable information (PII).

### **8.12.1.2 SECURITY AND CONFIDENTIALITY REQUIREMENTS**

#### **8.12.1.3 GOVERNING STANDARDS.**

The FMC shall comply with NIST SP 800-53 (Moderate baseline or higher); IRS Publication 1075 for FTI; 45 CFR § 303.21 and 45 CFR § 307; FedRAMP Moderate (for cloud); Puerto Rico Act 111-2005; PRITS standards. Where the FMC accesses, stores, or transmits data through the OCSE Federal Parent Locator Service (FPLS), the CSENet interface, or Social Security Administration (SSA) data exchanges, the FMC shall comply with the applicable OCSE FPLS/CSENet security requirements, the OCSE Model Information Exchange/Security Agreement, and SSA data-safeguard requirements, consistent with 45 CFR § 307.13 and 45 § 303.21.

#### **8.12.1.4 ENCRYPTION.**

The FMC shall encrypt all Protected Information both at rest and in transit using cryptographic modules validated under FIPS 140-2 (or its successor, FIPS 140-3), with a minimum of AES-256 for data at rest and TLS 1.2 or higher (TLS 1.3 preferred) for data in transit. Legacy, deprecated, or non-validated protocols and ciphers (e.g., SSL, TLS 1.0/1.1) are prohibited. Encryption shall extend to all copies of Protected Information, including databases, application and log files, backups, and any portable or removable media.

The FMC shall implement a documented key-management program consistent with NIST SP 800-57 and IRS Publication 1075, addressing secure key generation, distribution, storage, rotation, revocation, and destruction. Encryption keys shall be stored separately from the data they protect (preferably in a hardware security module or equivalent), shall not be accessible to unauthorized personnel, and shall be managed under separation-of-duties and least-privilege controls. Upon return or destruction of data under Section 3.8.8.2, the FMC shall perform secure media sanitization or cryptographic erasure in accordance with NIST SP 800-88. All encryption and key-management practices shall be subject to ASUME audit and included in the FMC's annual compliance reporting.

#### **8.12.1.5 DATA LOCATION.**

Services solely from data centers located within the United States (Puerto Rico, USVI, or CONUS). Primary Data Center in Puerto Rico (preferably San Juan metro). DR site within the United States.

#### **8.12.1.6 ACCESS CONTROL.**

MFA for privileged access; RBAC for end users; unique IDs (no shared accounts); 15-min privileged session timeout; quarterly access certification; immediate deprovisioning.

**8.12.1.7 PERSONNEL SECURITY.**

Fingerprint-based criminal history record checks; no access to anyone convicted of a felony involving dishonesty, fraud, or breach of trust within preceding 10 years; confidentiality agreement; annual security awareness training.

**8.12.1.8 VULNERABILITY MANAGEMENT.**

Quarterly scans; critical vulnerabilities remediated within 15 days; high within 30 days; annual independent penetration test.

**8.12.1.9 INCIDENT NOTIFICATION.**

Within 24 hours of discovery, notify ASUME's Project Manager and Security Officer of any Security Incident; provide written preliminary report within 48 hours; comprehensive report within 5 business days; provide credit monitoring for 24 months to affected individuals where applicable.

**8.12.1.10 AUDIT AND COMPLIANCE REPORTING.**

- (1) Annual SOC 1 Type II;
- (2) Annual SOC 2 Type II;
- (3) Annual FedRAMP report (if cloud);
- (4) Annual penetration test; IRS Publication 1075 Safeguard Activity Report.

**8.13 Attachment L — Corporate Resolution**

**(To be provided by the Proponent.)** A corporate resolution (or equivalent evidence for non-corporate entities) demonstrating that the individual signing the Proposal and any resulting Contract is duly authorized to bind the Proponent.

**8.14 Attachment M — Certificate of Good Standing**

**(To be provided by the Proponent.)** A current Certificate of Good Standing / Existence issued by the Puerto Rico Department of State. If the entity is not organized as a corporation, provide a certification to that effect. Non-domestic entities shall provide evidence of authorization to do business in Puerto Rico.

**8.15 Attachment O — RFP Mandatory Checklist**

The Proponent shall complete and submit the following checklist confirming inclusion of all mandatory Proposal components and Attachments:

| #  | Item                                                                                | Included<br>(✓) |
|----|-------------------------------------------------------------------------------------|-----------------|
| 1  | Transmittal Letter Package (signed by authorized official)                          |                 |
| 2  | Technical Proposal and Cost Proposal in separate sealed envelopes                   |                 |
| 3  | Attachment A — Validation Statement                                                 |                 |
| 4  | Attachment B — RUP Certificate                                                      |                 |
| 5  | Attachment C — Lobbying Certification (if award ≥ \$100,000)                        |                 |
| 6  | Attachment D — Acknowledgement of Receipt of Addendum                               |                 |
| 7  | Attachment E — Sworn Statement (Act 2-2018)                                         |                 |
| 8  | Attachment F — LDP / Debarment & Suspension Affidavit                               |                 |
| 9  | Attachment G — Non-Collusive Affidavit                                              |                 |
| 10 | Attachment H — Certificate(s) of Insurance                                          |                 |
| 11 | Attachment I — Financial Statements (3 years, CPA-certified)                        |                 |
| 12 | Attachment J — Acknowledgement of Applicable Federal Terms and Conditions           |                 |
| 14 | Attachment K — Security and Confidentiality acknowledgement                         |                 |
| 15 | Attachment L — Corporate Resolution                                                 |                 |
| 16 | Attachment M — Certificate of Good Standing                                         |                 |
| 17 | Proposal validity (180 days) and Proposal Guarantee (bid bond) included             |                 |
| 18 | Compliance matrix identifying each mandatory requirement established in Section 5.3 |                 |