

# JUNTA LOCAL DE DESARROLLO LABORAL Mayagüez – Las Marías AmericanjobCenter

Mayagüez – Las Marías Local Workforce Development Board – Request for Proposal for the Mayagüez – Las Marías One Stop Center-AJC Operator

## I. INTRODUCTION

Public Law 171-2014, known as the Workforce Innovation and Opportunity Act, henceforth referred to as WIOA, was approved on July of 2014 with the purpose of aiding citizens in their job search and provide them with education, training and a support system so as to help these citizens be successful in the labor market and to help employers identify qualified and specialized employees that can help them compete in the global economy.

Specifically, Title I of WIOA establishes a system comprised by Local Workforce Investment Areas which offer training and employment services through their "Centros de Gestión Única" -American Job Centers (CGU- AJC) throughout Puerto Rico.

## II. JUSTIFICATION

The CGU-AJC are designed to facilitate access to training and employment services for individuals that need assistance in those areas that contribute to their abilities of being hired.

WIOA and its Interpretive Rule require Local Workforce Development Boards to carry out a process of competitive acquisition to identify and select the CGU-AJC Operator.

The Mayagüez – Las Marías Local Workforce Development Board (Local Board), in coordination with the Board of Mayors, is interested in hiring the services of an organization that can offer a wide variety of services to the participants as well as the employers, in accordance with the requirements of this document. Successfully achieving what is required in this document will improve the quality of our working force and will highlight the Local Area's productivity and competitiveness.

# III. RESOURCES

The Local Board has developed a Local Plan which contains significant information about the required and additional CGU-AJC partners as well as the local labor market. Given that said information is available for the applicants, it will not be included in this document. The Local Plan can be obtained at the following address in Facebook: Junta Local Mayaguez- Las Marías: Also, Employment Specifications for 2017 can be requested via email to: juntalocalaldlmayaguez@gmail.com.

Applicants must know the laws, regulations, normative and public policies applicable to CGU-AJCs. A copy of the WIOA Law and its Regulations can be downloaded at <a href="http://www.doleta.gov/WIOA">http://www.doleta.gov/WIOA</a>.

## IV. PURPOSE

The purpose of this document is to request Proposals from qualified entities to act as Operator for the Mayagüez – Las Marías CGU-AJC (One Stop Operator – OSO). The chosen proposal, by the Evaluating Committee, will work in accordance with the Regional Plan, the Local Plan and Employment Specifications and will serve the population of the municipalities of Las Marías and Mayagüez, in Puerto Rico. The CGU-AJC is in the municipality of Mayagüez, Puerto Rico.

For this purpose, the organization will be hired and the cost, reach and contents of the services offered will be determined in present document to achieve a stable system in the best interest of the Local Area.

The chosen organization will be required to serve everyone that applies for aid, including individuals with limited resources, veterans and ones that require education and academic and occupational training with the goal of finding gainful employment.

## V. ELEGIBILITY

The OSO can be a public, private or non-profit organization, or a consortium of organizations with experience and a history of success which can be verified.

Types of entities which can be CGU-AJC operators include:

- 1. Institution of higher education;
- 2. Employment service agency under Wagner-Peyser Law, in representation of the local office agency;
- 3. Non-profit private organization (including community based organizations);
- 4. For-profit private organization;
- 5. Government agency;
- 6. A Local Board can also be OSO. However, Local Boards must compete and comply with the competitive mandatory requirements decreed in 20 CFR 678.605 (c) and 678.615 (a). In the event of a Local Board being chosen, the Governor and the member from the Board of Mayors designated for such decisions must agree with the selection and obtain approval (in a written and signed document) from said member of the Board of Mayors and the Governor;
- 7. Another interested organization that can comply with the obligations of an OSO. For example, businesses or labor organizations;
- 8. Exception: Elementary schools or middle schools are not eligible to be operators of CGU-AJC, except for non-traditional schools, such as night schools, schools for adults or technical schools.

# VI. PROGRAM ELEMENTS / IMPLEMENTATION PLAN

- A. The Local Board has established a One Stop System that serves the community as a resource for those searching for employment and for the employers, with the intention of helping to identify the ideal candidates that respond to their employment needs. This system also offers a variety of services such as career exploration, resource identification among itinerant liable partners to support the jobseeker's affairs, focused on customer service and results.
- B. The system is based on the following WIOA principles:
  - 1. Optimal services;
  - 2. Empowered individuals;
  - 3. Universal access;
  - 4. Accountability;
  - 5. Stronger roles in leadership, supervision and administration for Local Boards and the private sector;
  - 6. Local flexibility;
  - 7. Improved youth programs.

## VII. ROLES AND RESPONSIBILITIES OF AN ONE STOP OPERATOR

# A. BASIC ROLES

- 1. Coordinate the service delivery from required partners in the One Stop Center (physical and electronic sites) as defined in the Memorandum of Understand (MOU).
- 2. Fostering partnerships within the One Stop Center to promote function as a multiagency team and promotion of collective participation to achieve accountability that recognizes system outcomes, in addition to individual partner program outcomes.
- 3. Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies.

## B. SPECIFIC ROLES

- Coordinate with the Local Board to design and implement the integration of partners' staff and systems. Must have an operating plan describing roles and responsibilities of each partner at the site.
- 2. Guarantee that the partners adhere to MOU'S agreements and reporting procedures.
- 3. Ensure the partners follow the policies of the Local Board.
- 4. Establish a single point of entry (electronic and physical) for Job seekers.

- 5. Focuses on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to the job seekers.
- 6. Offer employment-related services for businesses. Services for employers may include:
  - a. Access to qualified applicants
  - b. Applicant pre-screening
  - c. Job Posting
  - d. Assistance with small and large-scale recruitment activities
  - e. Help planning job fairs
  - f. Testing and assessment of job candidates
- 7. Provision of Basic Career Services. These services are universal and accessible for all individuals:
  - a. Outreach and basic intake;
  - b. Initial skills assessment;
  - c. Eligibility determinations;
  - d. Labor exchange services;
  - e. Information on program and services, including support services;
  - f. Labor market information including information on high demand sectors/occupations, job vacancies and skill requirements for specific occupations;
  - g. Referrals (written) to entities and/or partners to ensure customer needs are met. Follow up after five (5) days of the referral;
  - h. Performance information and program costs on eligible providers of education, training, and workforce services;
  - i. Information of local area accountability measures and performance; and
  - j. Information and meaningful assistance to individuals filing a claim for unemployment compensation if the Unemployment Staff is in the One Stop Center.
- 8. Register in the SIAC, or in the program that's available, the data of those who received services.
- 9. Implement Local Board internal operational policies: days/hours operation, dress code, customer service expectations and others.
- 10. Take leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time.
- 11. Outreach and recruit costumer and voluntary partners. Promote the services available in the One Stop Center, including the development of marketing and outreach materials with the approval of the Local Board.

- 12. Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
- 13. Increase customer satisfaction by developing flows and processes that are driven by feedback from both business and job seeker costumers.
- 14. Develop and deliver technical assistance, trainings the OSO staff and the partners program staff.
- 15. Compile data related to the services and activities that are offered and validate them.

## C. RESPONSIBILITIES

- 1. Operationalize the vision of the Local Board in relation of the workforce development.
- 2. Follow all applicable American with Disabilities Act (ADA) guidelines, makes sure the One Stop Center is accessible to individuals with disabilities.
- 3. Ensure that all partners co-located at the One Stop Center implement and execute a priority of service for qualifying veterans and/or their eligible spouses as mandated by DOL.
- 4. Maintain Equal Opportunity compliance in the provision of and access to OSO services.
- 5. Handle complaints and concerns from customers.
- 6. Make available space to all the required and additional partners.
- 7. Have a resource area available (computers, printer, facsimile, phone and others) for customers, ss well as Information about the services that partners offer.
- 8. Identify their strengths and weaknesses and identify solutions on continuous improvement methods.
- 9. Maintain records of all program related expenditures by cost categorization.
- 10. Advise and assist the Local Board on all items relevant to the One Stop Center credentialing.
- 11. Conduct organizational capacity building to guide each partners program's internal development and activities.

- 12. Reports data timely. Submits monthly reports, not later than five (5) days after the end of each month detailing, among others:
  - a. Partners presence;
  - b. Staff activity for each day by month hour;
  - c. Complaints and/or concerns from customers and the manner it was handled;
  - d. Technical assistance and trainings developed. Detail topics, schedule, attendance and feedback from both attendees and trainers;
  - e. Organizational capacity building. Detail topics, schedule, attendance and feedback from both attendees and trainers;
  - f. Metrics employed to evaluate the programs and service success and describe the results of the evaluation;
  - g. Number of clients who receive services, name, municipality where he lives, type of services and other information which will be determined later.
  - h. Expense reports by authorized budget.

In addition to the above information, other data may be requested as part of the continuous evaluation process to be offered to the CGU-AJC Operator.

- 13. The local board may request the operator, at follow-up meetings with the official appointed by the local board, the operational Committee of the CGU-AJC or the Local Board, to present reports and/or discuss aspects related to the performance of the CGU-AJC.
- 14. Recruit the staff that will carry out the activities presented in the proposal. At least in the CGU-AJC you must assign the following employees:
  - a. Person in charge of the CGU-AJC
  - b. Receptionist
  - c. Resource Center employee and liaison with the employers described in section VII (B) (6).
  - d. Person who will offer the basic career services described in section VII (B) (7).
- 15. When you make the recruitment process, of the aforementioned posts, must interview the officials of the CGU-AJC Mayagüez Las Marias. During the hiring process priority will be given to the residents of Mayagüez and Las Marias.

## VIII. BUDGET

A detailed line-item budget must be submitted with the proposal. It must include the necessary cost to develop the activities describe in it. Each staff person for whom funding is requested shall have a separate job description included as an attachment to this proposal. If the individual has already been identified, provide a resume. If the individual will be a new hire, list the qualifications, process for selection, and timetable you will use to identify and hire an appropriate person. Describe any other staff that the bidder believes would be necessary to the success of the operator. The proposal must

include job descriptions for all positions in the organization affiliated with the One-Stop delivery system. Furthermore, resumes are required for all organization personnel affiliated with the One-Stop delivery system. For any positions for which no staff have been identified, describe the qualifications sought and the process by which individuals will be selected. Staff may perform more than one job function. Include the following:

- a. Include staff positions, percentage of time dedicated to each program, proposed wage/salary and justification for including each position in this proposal.
- b. Indicate the number of hours or days of vacation and sick leave that the staff are permitted.
- c. Justify each proposed expense included on the budget attachment in terms of it being necessary, allowable and reasonable. Show method of computation.
- d. Describe any anticipated professional development opportunities and how you estimated the costs.
- e. Identify any in-kind resources/support for the one-stop work beyond what is requested in the budget. Include each committed or proposed source of funding and the amount of that funding.
- f. Explain how you arrived at your estimate for dues, membership, and publications, and what memberships and subscriptions are anticipated, if any.
- g. Detail other expenses related with the activities describe in this proposal.

The Local Board, through the fiscal agent, will pay all facilities related and supply costs in the One Stop Center including:

- a. Rent;
- b. Utilities;
- c. Equipment and IT support;
- d. Repairs and maintenance;
- e. Office supplies;
- f. Postage; and
- g. Printing.

These costs should not be included in the respondent's proposed budget. The OSO will be tasked with enforcing cost shares from all partners as negotiated by the Local Board. The fiscal entity will collect and deposit the payments for cost sharing. They will be considered as program income and will be used to pay the above costs.

Travel, contractual expenses, wage and fringe benefits of the OSO and it staff as well as other expenses originated by the OSO are not cover by the Local Board and should be included in the respondent's budget if needed for the project.

The OSO will be responsible for tracking and reporting program and administrative costs of the contract per WIOA regulations. Administrative costs are defined as the allocable portion of costs associated with specific functions and not related to the direct provision of workforce investment services, including services to participants and employers.

# IX. PROPOSALS PRESENTATION

# A. Proposal Content

#### 1. Format

- a. Proposals should be computer written, in single space and in letter size paper (8 ½ "x 11") with a 1" margin. Pages should be numbered in the format "page 1 of 24".
- b. The original proposal must be signed by the party authorized to do business and sign contracts. (See Attachment A). The proposal must not contain the proponent's name in any other part or section of the proposal. The proposal that contains the proponent's name in any other of its parts, except for the documents in binder 2, WILL NOT be evaluated.
- c. The proposal must contain the following parts and will be handed in two (2) binders:

## BINDER 1

- i. Cover page (See Attachment A) It must be removable;
- ii. Index;
- iii. Executive Summary;
- iv. General Narrative:
  - 1. Eligibility;
  - 2. Organizational Capacity;
  - 3. Experience;
  - 4. Information and Execution Management;
  - 5. Organizational Structure and Human and Technical Resources:
  - 6. Detailed description of the services it proposes to offer using as reference the information included in part VII of this RFP. The strategies will be in accord with the Local and Regional Plan as well as the Annual Plan (Work Specifications).
- v. Budget and Budget Narrative

# BINDER 2

- i. Certifications and required documents, as needed:
  - 1. Certificate of Incorporation;
  - 2. Good Standing Certificate;
  - 3. Non-Debt Certification from The Department of Treasury;
  - 4. Certification of Filed Tax Returns from The Department of Treasury

- a. Model 2781, if no tax return has been filed during the last five (5) years;
- 5. Certification of Sales and Tax Use Returns Filing (SURI);
- 6. Non-Debt Certification of Sales and Tax Use (SURI);
- 7. Debt Certification for All Concepts from CRIM;
- 8. Certification of Filing of Returns on Movable and Immovable Properties (when applicable);
- 9. Negative Certification from ASUME;
- 10. Law Num. 2 of 4 from January of 2018 Affidavit;
- 11. Financial Statement Revised (The CPA analyses the information provided by the customer and investigates any unusual trends; provides a limited warranty on the financial statements) or an Audited Financial Statement (for those organizations whose income exceeds three million) for the 2017 Economic Year.
- d. Any applicant, individual or organization, must comply with the Non-Discrimination policy and so certify it in their proposal.

## B. Submitting of Proposal

- 1. Those persons or entities interested, can submit their Proposals through various means:
  - a. Personal Delivery
  - b. Sent by mail or messenger service (FedEx, USPS, UPS, etc.);
  - c. E-mail;

# PERSONAL DELIVERY OR POSTAL MAIL

- Every proposal (originals and copies) must be presented in a sealed package on or before 4:00 pm (Puerto Rico time) on July 27, 2018, decreed that proposals received after the deadline will not be considered. Those Proposals received after the established deadline will be returned unopened and with the seal intact.
- 2. When you personally hand in the Proposal (so identified with its signatures and initials on the original Cover Page), five (5) hard copies and one in electronic format (PDF) on a USB flash drive, you should do so at the following address: 5 Calle Dr. Ramón E. Betances Sur, Mayagüez, P. R.
- 3. When send by post the Proposal (so identified with its signatures and initials on the original Cover Page), five (5) hard copies and one in electronic format (PDF) on a USB flash drive, you should do so at the following address: 5 Calle Dr. Ramón E. Betances Sur, Mayagüez, P. R. 00680-4074. The proposal must be delivered, regardless of the method used, in or before the July 27, 2018, At 4:00 PM.

- 4. The Proposals must be identified on their Covers with information that identifies the applicant and with the Title "Sealed proposal: CGU-AJC Operator in accordance with WIOA".
- 5. The official designated to receive the Proposal will assign it a number, in accordance with the order of arrival, and will make note of it on a Registration Sheet, for the exclusive use of the staff that will evaluate the minimum compliance of delivery (time of delivery, documents, etc.)
- 6. The Proposal package must be complete, making sure to include everything, like the USB Flash. Not containing one of the requirements will be cause for disqualification.
- 7. Within the package, the original Proposal must be in its own envelope and identified as such. Every other original document must be identified as such.
- 8. The Local Board will not be responsible for any costs incurred by the applicant during this process.
- 9. The information included in these Proposals will be property of the Local Board. Said information, and related documents, will not be of public domain until denial of unselected Proposals are notified and the contract is conferred upon the winning organization or entity.

# Delivery by email:

- All proposals must be submitted at or before 4:00 pm, (Puerto Rico time) of July 27, 2018, provided that All Proposal received after that time and date will not be considered. Those proposals received outside the established time will be returned without opening them.
- 2. The file must be sent to the following Local Board email address: juntalocalaldlmayaguez@gmail.com.
- 3. The RFP title and company's name must be included in the email's subject line.
- 4. The name of the saved PDF file must use the following format: RFP TITLE\_CompanyName.PDF.
- 5. The proposals must be received by the Local Board on or before the deadline.
- 6. The Local Board will not consider any proposal that is emailed to an email address other than the one specified.
- 7. The Local Board recommends that applicants send their proposals in a single email to the extent possible and, should it not be possible, to explain which of the emails should be considered as the final proposal.

- 8. If the instructions are unclear, the Board can require the applicant to explain which of the emailed documents sent on time must be considered the last version. However, the applicant CAN NOT submit additional information with this explanation.
- 9. Only emails sent on time will be accepted, which means there is a risk that only some of the documents will be accepted if the proposal was sent in more than one email.
- 10. There are risks associated with submitting the proposal via email, including but not limited to, delays in the transmission between the sender's computer and the Board's email system.
- 11. The Local Board recommends the email be sent with a delivery receipt request and a read receipt request;
- 12. Should the email be rejected and an automated message from the Local Board is not received, please contact Carmen M. Pérez Rosario at 787-834-8015.
- 13. Any email containing a virus or malware will be rejected;
- 14. The Board's designated staff will not open any attachments contained in any of the emails before the deadline closes and, in the event of one or more attachments not opening (for example, the file is corrupted), applicants will not have the opportunity to resend these files after the deadline closes. Make sure all attachments work properly before sending.
- 15. The applicant is responsible for the method he/she chooses for submitting his/her proposal. The Local Board is not liable for rejected emails, emails arriving late or for any attachment that cannot be opened; and,
- 16. The applicant will assume all responsibility for risks associated with submitting the proposal via email and that late deliveries, reason notwithstanding, will be rejected.

# X. EVALUATION OF PROPOSALS

## A. Evaluation Committee

- 1. Composed by five (5) members of the Local Board, among which the Wagner-Peyser representative is present.
- 2. The names of the Evaluation Committee members will be of public knowledge.
- 3. Neither members from the Evaluation Committee, from the Local Board nor from the management staff is authorized to perform any kind of binding agreement related to this Requirement of Proposal.

4. Neither members from the Evaluation Committee nor from the Local Board can divulge, under any circumstances, the content of the Proposals, evaluations, discussions and decisions to their consideration.

## B. Evaluation and Assessment

- 1. Basic criteria to evaluate and select the OSO will be, but are not limited to:
  - a. Proposed Human Resources;
  - b. Technical Resources;
  - c. Strategies related to services to be offer to clients, participants, partners and employers;
  - d. Previous Experience with State and Federal Funds Management;
  - e. Previous Experience in relation to training programs and/or employment;
  - f. Financial Ability;
  - g. Total Proposed Costs are reasonable and are within the available Budget.
- 2. Specific criteria will be, among others that can be added:
  - a. Inclusion and fulfillment with the goals, objectives, activities and services included in the Regional Plan, the Local Plan and Employment Specifications.
- 3. The Local Board or the Committee reserves the right to request additional information and/or request an oral presentation.
- 4. The proponents authorize the Local Board to request and investigate aspects related to their experience or other information provided in the proposal without limits of any kind.

# C. Notification of Selection

1. Once the selection of the organization that will act as OSO is completed, all participating applicants will be contacted in writing, via certified mall, with return receipt to let them know the process has culminated. To those whose proposals were rejected, they will be given the reasons or criteria by which they were not selected, a summary of the process and be informed about their right to request reconsideration.

## XI. AVAILABILITY OF FUNDS

The One Stop Operation's financial grant comes mainly from federal funds. For planning purposes, the applicants interested in this RFP must assume that no more than the annually allotted funds for each program can be given. In this occasion, for the 2018-2019 fiscal year, the amount of funds available is between \$130,000.00 and \$160,00.00.

#### XII. CONTRACT

- 1. The Local board will subscribe a contract with the operator selected by an initial period of one (1) year which will be extended for periods of one (1) year to a maximum of four (4) years, subject to compliance with the contract granted.
- 2. The contract between the Local Board and the OSO will specify the operator's role and responsibilities.
- 3. Any applicant to which the Local Board gives a contract to for the provision of the services described in this document will be catalogued as a subrecipient to which all laws and federal regulations are applicable and will be required to comply with that decreed in the 2 CFR Part 200, as well as in WIOA and others.
- 4. The role(s) of the CGU Operator(s) must be outlined clearly during all stages of the acquisition process and in the legal contract between the Local Board and the CGU-AJC Operator. The funds that subsidize the CGU-AJC fluctuate each year. The contract must be modified to increase or decrease the amount of funds to be managed, in accordance with the roles delegated.
- 5. The Board will use a cost-reimbursement contract. The selected contractor will be reimbursed for allowable actual service delivery costs monthly after submittal and approval of payment bills as described in the contract.
- 6. Proponents may not charge individuals eligible for workforce programs a fee for any basic service; however, if the proposal intends to charge fees for enhanced services to non-eligible individuals and/or businesses, the service and fee structure must be fully described in the narrative.
- 7. The OSO will respond to the Local Board, and will be evaluated through monthly report, meetings, regular monitoring reviews, audits, inspection, compliance with negotiated execution parameters among others. If the OSO doesn't comply with the contract it will be rescinded as agree.

# XIII. LIMITATIONS

- 1. The Board is not responsible for any costs associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
- 2. The Board reserves the right to accept or reject any or all proposal received, to cancel or reissue this RFP in part, or its entirety.

- 3. The Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity the Board determines is in its best interest.
- 4. The Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
- 5. The Board reserves the right to negotiate the final terms of all contracts or agreements with proponents selected and any such terms negotiated because of this RFP may be renegotiated and/or amended to successfully meet the needs of the workforce area.
- 6. The Board reserves the right to contact any individual, agency, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the proponent's relevant performance and/or qualifications; and to request additional information from all proponents.
- 7. The Board reserves the right to conduct an on-site review of records, systems, procedures, including credit and criminal background checks, etc. of any entity selected for funding. This may occur either before or after the award of a contract or agreement. Misrepresentation of the proponent's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.
- 8. The Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the U.S. Department of Labor via Workforce Development Program ascribed to the Department of Economic Development and Commerce.
- Proponents shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board for having an influencing effect toward their own proposal or any other proposal submitted.
- 10. No employee, officer, or agent of the Board shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.
- 11. Proponents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proponent's bid to be rejected. This does not preclude partnerships or subcontracts.
- 12. All proposals submitted must be an original work product of the proponents. The copying, paraphrasing or otherwise using substantial portions of the work product from other entities and submitted hereunder as original work of the proponent is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected.

- 13. A contract with the selected proponent may be withheld, at the Board's sole discretion, if issues of contract or questions of Federal or State regulatory non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The Board may withdraw award of a contract if the resolution is not satisfactory to the Board.
- 14. The operator will be required to either name an individual to act as the full-time One-Stop System Manager or describe the desired qualifications of a new hire. Describe how the System Manager will function in a supervisory capacity at the Center, when dealing with functional supervision of state, merit-based staff.

## XIV. RECONSIDERATION

- Any person or organization participating in this process has the right to request a reconsideration of the Local Board's decision should they find said decision to be unfavorable. You can request it by email juntalocalaldlmayaguez@gmail.com, post mail 5 Calle Dr. Ramón E. Betances Sur, Mayagüez, PR or personal delivery 5 Calle Dr. Ramón E. Betances Sur, Mayagüez, PR.
- The person or organization should file an appeal before the Local Board within a term of twenty (20) consecutive days, beginning from the receipt of notification they find unfavorable.
- In said appeal which is understood to be incorrect or unfavorable, the proponent must explain why and present evidence of compliance, and the corresponding resolution requested.
- 4 The Local Board will have a period of thirty (30) days beginning from the day the appeal is received to solve and answer it in writing.
- 5 Each person or organization participating in the OSO selection process has, the right to see the acquisition document, the one that includes every proposal and evaluation, among other documents, as requested. This request should be made within the twenty (20) days following the notification of acceptance or denial of the proposal.
- Should the proponent or organization disagree with the Local Board's decision on the appeal, they will have twenty (20) days beginning on the day they receive said decision to appeal it at the State level. It will be filed at the following address:

Physical: Programa de Desarrollo Laboral — Departamento de Desarrollo Económico y Comercio

Edificio de Fomento Industrial, 2do piso, Ave. Roosevelt #355, Hato Rey, Puerto Rico Postal:

Programa de Desarrollo Laboral - Departamento de Desarrollo Económico y

Comercio

P.O. Box 192159

San Juan, Puerto Rico, 00919-2159

7 The State will have a term of thirty (30) days beginning on the day the appeal is received to solve and answer it in writing.

## XV. SIGNATURES

The applicant must certify through Corporate Resolution, should it apply, who is the person authorized to appear in representation of the organization, both in the process of filing and signing of the contract in case of being selected.

Should it be an individual, they must certify that they have the legal capacity to contract with the Government and have no impediments in doing so.

## ATTACHMENT A: COVER PAGE

Applicant's Name:

Address:

Person of Contact:

Title:

Telephone:

E-mail:

Website:

I certify that the information provided here is correct in all its parts.

Applicant's Signature

Name of the person authorized to appear in representation of the applicant

Signature of the person authorized to sign contract

Initials