

ÁREA LOCAL
DE DESARROLLO LABORAL
MAYAGÜEZ / LAS MARÍAS


AmericanJobCenter

PROCEDURE FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

Article I. INTRODUCTION

This procedure establishes the basic rules related to the evaluation, formalization, and awarding of contracts for professional, technical, and advisory services necessary to carry out activities and services inherent to the WIOA Act and/or any other funds administered in the Local Workforce Development Area (Local Area): the Local Workforce Development Board and the Fund Management Entity (Fiscal Agent). It is also established that the principles of open competition shall be observed.

The Local Workforce Development Board (Local Board) has authorized the Executive Director of the Local Board to carry out the solicitation, evaluation, and contract award process, following the applicable rules and procedures.

 Some of the services to be contracted are legal and administrative services, simple auditing, technical assistance related to the WIOA Act, identification of funds, and others related to and directed to comply with the purpose of the Mayagüez - Las Marías Single Management System, which is to provide services related to the training and employment activities offered to clients, participants, and employers.

Article II. LEGAL BASIS

This procedure is adopted and promulgated under the authority granted to the Mayagüez - Las Marías Local Workforce Development Board in the Workforce Innovation and Opportunity Act (WIOA) of July 22, 2014, the regulations issued by the Federal Government for the administration and oversight of the funds allocated by it, and by the applicable laws and regulations promulgated by the State and Municipal Governments. It is also enacted by the Puerto Rico Municipal Code, Act No. 107 of August 14, 2020.

Article III. PURPOSE

This procedure establishes the rules for soliciting, evaluating, formalizing, and awarding contracts for professional, technical, and advisory services necessary to carry out the activities and services inherent to the WIOA Act or any other fund administered in the Local Area. Selection is based on the quality of the services rendered, their necessity, and the proposer's qualifications. In this context, the price is not determinative and is subject to negotiation.


Article IV. SCOPE

The provisions of this procedure apply to any officer or employee of the Local Board and of the Fund Management Entity and to any natural or legal person directly or indirectly involved in the contracting process of the Local Area.

Article V. PROFESSIONAL AND CONSULTING SERVICES DEFINITION

Professional and consulting services shall be those whose principal performance consists of intellectual, creative, or artistic work or the handling of highly technical and specialized skills. Outreach services shall be considered professional.

Article VI. COMPETITION



Professional and consulting services involving federal funds may not be procured through open contracting when the rules governing the use of such funds, particularly, require competition in procuring such services.

Article VII. GENERAL STANDARDS APPLICABLE TO PROCUREMENT

Section VII.1

All service agreements must be made through the execution of a written contract signed by all parties.

Section VII.2

All legal, administrative, simple auditing, and technical assistance related to WIOA, fund identification, collaborative or interagency agreements, contract amendments, and other related services shall be formalized by contract. The contracting of professional and consulting services shall be governed by the rules of necessity, austerity, and modesty that should govern all disbursements of public funds.

Section VII.3

The power to award or cancel a Local Area contract is exclusive and non-delegable to the Executive Director of the Local Board or the Administering Entity, as applicable. He/she may authorize certain officers to represent him/her when signing contracts. The authorization shall be expressed and in writing within specific parameters. The Executive Director of the Local Board shall personally sign the contracts for professional and consulting services and those granted by the Local Area Title I-B Fund Administrator.

Section VII.4

Contracts shall contain all clauses required by applicable federal and state Laws and Regulations for contracting, such as:

Contractual or legal administrative remedies;

Termination for Cause for Convenience;

Assurances of compliance with Equal Employment Opportunity provisions;

Local Area notification and reporting requirements;

Access to representatives of the Federal Government, Department of Economic Development and Commerce, the Office of the Comptroller, and any others authorized by law;

Prohibition of political and religious activities;

Assurances of compliance with federal and state health and safety regulations;

Among others.

Section VII.5

The Contracting Officer shall be responsible for verifying that the potential contractor is not barred from contracting with the Government or with the Local Area Title I-B Fund Administrator, negotiating the terms and conditions of the contract, obtaining all the necessary information for the drafting of the contract, and administering the contract once it is awarded. He/she shall verify that the potential contractor has no debts with the Government of PR, including with the Local Area Title I-B Fund Administrator.

The officer in charge of the contracting process shall proceed to process the awarding of the contract within a term not to exceed thirty (30) days after receiving the authorization of the Executive Director of the Local Board.

Contracts shall be awarded for a maximum of one Program Year. A clause shall be included that allows the contract to be terminated within thirty (30) days from the date of written notice without the right to additional compensation beyond that accrued up to that time.

Before the execution of the contract, the party to be contracted shall deliver all documents and certifications following the provisions of the applicable laws, regulations, and circular letters required for the contracting of professional and consulting services.

If the contract requires a waiver from any government entity of the Government of Puerto Rico, such waiver shall be obtained before the awarding of the contract and shall be made part of the file.

The Contracting Officer shall keep a record of the contracts formalized and shall comply with the provisions of Act No. 18 of October 30, 1975, and Regulation 33, entitled: Registration of Contracts, Deeds and Related Documents, and submission to the Office of the Comptroller of January 28, 1998.

Section VII.6

All commitments to disburse agency funds must be preceded by a duly issued fiscal document. Only in an emergency, when the need to acquire a good or service is immediate and to protect individuals or property, may the obligation to pay be incurred without the prior fiscal document. In such cases, the procedures of the Local Area Title I-B Fund Administrator shall be followed.

Section VII.7

No contract in which any officer or employee, or any member of his or her family unit, has a pecuniary interest directly or indirectly or had during the two (2) years prior to occupying his or her position may be carried out unless there is a waiver of the Governmental Ethics Law.

Section VII.8

No contract may be awarded to any person having adverse or conflicting interests with the Local Area Title I-B Fund Administrator.

Article VIII. WHO CAN THE LOCAL AREA CONTRACT

Section I.1

Contracts may be entered into with departments and agencies of the United States and Puerto Rico governments, municipal governments, corporations or partnerships, associations, and individuals.

If the individual has not filed an income tax return during the last five years or any of them, he/she must submit an affidavit stating the reason for not having filed it. If he/she does not have a legal reason, he/she must present evidence that he/she initiated the procedure with the Department of the Treasury to file them, in which case the contract may be granted. If within sixty (60) days following the awarding of the contract, the contract will be canceled, and any monies received will have to be returned in full.

If he/she is in debt with the government, he/she must present a certification from the Department of the Treasury, the Municipal Revenue Collection Center (CRIM), the Department of Labor and Human Resources, or the agency to which he/she owe, certifying that he/she has a payment plan and is up to date in its compliance. This includes debt owed to the Title I-B Fund Administrator.

If he/she is an individual who does not reside in Puerto Rico and has no tax liability in this jurisdiction, he/she must submit an affidavit to prove this fact.

Section I.2

Except for public entities, all individuals must have filed an income tax return during the five (5) years before the awarding of the contract and must not have any debts with the government.



Section I.3

Legal entities are individuals of legal age, i.e., twenty-one years of age or older, as well as corporations, partnerships, and associations.

Section I.4

Corporations

Any domestic or foreign corporation doing business in Puerto Rico, whether for-profit or nonprofit, must be registered with the Department of State and comply with filing annual reports. As proof, it must present the certificate of good standing, without which the contract cannot be awarded.

All foreign corporations must obtain a certificate of authority from the Department of State to do business in Puerto Rico. This certificate of authority requires that they have a resident agent and principal office in Puerto Rico and file annual reports with the Department of State.

Section I.5

Associations and Partnerships

Partnerships and non-corporate associations must comply with those elements that separate it from its partners. This is the case for some professional and civic societies or associations. Among these elements, it is considered that they operate under a corporate name, have a Social Security number, and file a separate tax return from their partners.


Limited liability companies must be registered in the Registry of Limited Liability Companies of the Department of State, although they do not have to file annual reports. A copy of the partnership's registration with the Department of State must be filed before hiring.

Section I.6

Individuals

With individuals, a contractual relationship may be established by oneself or as a representative of other individuals or an entity without legal personality.

Minors who have not reached twenty-one (21) years of age may enter into a contract but must be accompanied by a person of legal age with parental authority or legal custody over the minor. The minor also signs the contract and is legally responsible for its fulfillment. A minor may not represent an entity nor commit for other individuals.



When establishing a business relationship with an entity that does not have its legal personality, the contract will be made in the name of the individual, stating after the name "d/b/a" ("doing business as") and the name of the business. The Social Security number and the tax status data are those of the individual.

All individuals must present a certification from the Administration of Child Support (ASUME in Spanish) stating that they do not owe child support, either because they do not have to pay, are up to date in payments, or are complying with a payment plan. They cannot be hired without this document or a current payment plan certification.

Contracts shall only be awarded to former public servants of the Local Area if two (2) years have elapsed since their separation from service. When it is understood that hiring such former public servants is beneficial to the public service, the Director of the Office of Government Ethics (OEG) shall be requested to grant them a waiver for such purposes. This waiver shall be processed by the Office of the Executive Director of the Local Board.

This prohibition shall not apply to contracts to provide ad honorem services (Article 3.7 of the Ethics Law). In addition, the provisions of the remaining paragraphs of Article 3.7 of the Ethics Act shall be complied with.

Compliance with the provisions related to the prohibition of double compensation for public officials and employees and the exceptions thereto (Article 3.3 (e) of the Ethics Act) shall be ensured. If a waiver is required by law, it shall be part of the contracting file.


Article II. PROCUREMENT STANDARDS

All procurement transactions shall be conducted in open competition, following the standards established in the Uniform Administrative Requirements and ensuring that no practices that restrict competition are incurred.

Before requesting the services to be contracted, a cost or price analysis will be performed. The method will depend on the particular facts or circumstances of the procurement process. The latter is to determine the reasonableness of the cost of the proposed contract. In addition, the need for the requested service shall be documented in writing.

A public notice shall be issued in a newspaper of general circulation inviting individuals and entities to compete for the required professional and consulting services. The notice shall establish the date and time for delivering the service proposals.

Each bidder will be given a guide that includes the specifications of the services to be acquired and the evaluation criteria for the proposal. The Guide shall be recorded in the Record of Delivery of Guide for the Award of Professional Services and signed at the time of delivery. If requested by the interested party, the guide may be sent by e-mail. When the bidders submit the proposals on the established date, the information shall be included in the Record of Approved Proposals and signed by the same.



A Committee will be formed to evaluate and award the proposals received. This Committee shall be appointed by the Executive Director of the Local Board. It shall be composed of an officer from the Fiscal and Program Area. The third member shall be an official with experience and expertise concerning the requested service. The members of the Committee will be responsible for analyzing the proposals, ensuring that they comply with the requirements of the Guidelines, and approving them based on the applicable rules and procedures.

The Committee will inform the Local Board Executive Director of the selected service providers and present a summary of the Professional and Consulting Services Evaluation Worksheet to the Local Board Executive Director.

The Committee shall be responsible for evaluating requests for review from providers not selected who so request in writing to the Local Board Executive Director. For this evaluation, the Committee shall have a maximum of five (5) days for review.

No officer may participate in a contract's selection process, assignment, or administration if there is a real or apparent conflict of interest.

To evaluate the proposals received, an evaluation sheet will be used in which a score will be given to each evaluation criterion, taking into consideration the following values:

4- Excellent 3 - Good 2- Satisfactory 1 - Deficient O - Does Not Meet

I. Elements Evaluation		Score	Comments
1	Service Provider Introduction		
2	Description of services offered: clear, specific and complies with ALDL objectives.		
3	Local Area previous experience with the firm		
4	Knowledge and experience related to all aspects of WIOA programs, activities and services.		
5	Compliance with the required credentials as per the proposal		
6	Academic background and experience of the supplier or partners working on the proposal		
7	Scope of services and compliance with the requirements of the proposal.		
8	Estimated time of work and dates that meet the requirements of the type of proposal and Local Area requirements.		
9	Reasonableness of the costs presented in comparison to other similar proposals.		
10	It complies with all the requirements of the request for proposals for these services.		
TOTALS			

Upon completion of the evaluation, the committee will total all scores and determine the average score achieved. The total score shall not exceed 100% (percent). The following is the scoring scale to be used:

100%	-	90%	=	Excellent (Recommended)
89%	-	80%	=	Good (Recommended)
79%	-	70%	=	Satisfactory
69%	-	60%	=	Deficient (Not recommended)
50%	-	0%	=	Does not meet (Not recommended)

Costs shall be allowable, necessary, and reasonable for the administration and execution of public funds.

When only one proposal is received, ensure that the cost compares favorably with similar services offered in the Local Area or services offered in the past.

The Committee will meet to evaluate proposals and will award each service based on the score obtained in the evaluation. The bidder with the highest score will be awarded the service.

The Executive Director of the Local Board will notify each bidder in writing, by certified mail, of the approval or denial.

The unsuccessful proposer shall have five (5) days from receiving the communication to request in writing to the Executive Director a review from the time of being notified of the decision. The determination of the review will be informed in writing.

The selected proposers or entities will be summoned to proceed with the procurement. Records of professional and consultative service providers will be maintained. It will include, but not be limited to:

- Analysis of the needs for the acquisition of services;
- Public notices to proposers;
- Guide for the preparation of proposals;
- Record of delivery of guidelines;

Record of proposals received;
Evidence of the Committee's evaluation process;
Rationale and method of procurement selected;
Cost of award and/or basis for cost against;
Notification of approval or denial of awards;
Claims and/or review requests.

Article III. CONTRACT REGISTRATION

Internal Contract Register - This is a mandatory document that accompanies every contract and amendment. It presents the essential contract data and contains the officials' signatures in the awarding process. It must be completed in all its parts.

Registration of Contracts with the Comptroller's Office - Simultaneously with the granting of any contract or amendment, the contracts granted shall be registered with the Comptroller's Office following Regulation Number 33 of September 15, 2009, or by any other directive issued by said office.

In addition, an original and a copy of the Register of Contracts granted, signed by the Executive Director of the Local Board, shall be submitted to the Office of the Comptroller.

Article IV. PROCEDURE FOR CONTRACT CANCELLATION

The Local Board Executive Director shall be the only person authorized to cancel a Local Area contract.

Article V. AMENDMENTS TO THE PROCEDURE

The Executive Director of the Local Board may amend and revise this procedure, which the Local Board shall approve.

Article VI. SEPARABILITY

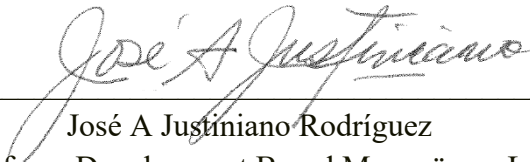
If a court of competent jurisdiction declares any part, article, paragraph, or subsection of this Procedure unconstitutional or null and void, the other provisions of the Procedure shall remain in force.

Article VII. WAIVER

This Regulation repeals any other Procedure for the procurement and contracting of Professional and Consulting Services that was in effect when this Procedure was approved.

Article VIII. EFFECTIVENESS

This Procedure is effective as of its approval by the Local Board in Mayagüez, PR, today, August 5, 2021.



José A Justiniano Rodríguez
Local Workforce Development Board Mayagüez – Las Marías
President

CERTIFICATE OF TRANSLATOR

Smile Again Learning Center, Corp., certifies that a fluent translator in English and Spanish translated this document, that the above is a true and correct translation of the original document provided, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every aspect a complete and accurate translation of the original document. This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, Smile Again Learning Center assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation. Any translation into another language shall be deemed as reference and the original version shall prevail in any case. A copy of the translation is attached to this certification.

In Isabela, Puerto Rico, June 30, 2024

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