

NOTICE OF NEED FOR PROFESSIONAL SERVICES

seeking

PROFESSIONAL SERVICES AND IT- SOLUTION IN CONNECTION WITH THE PUERTO RICO UCC COMMERCIAL TRANSACTIONS REGISTRY

for



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF STATE

Deadline: Friday, March 10th, 2023

www.estado.pr.gov

February 8th, 2023

NOTICE OF NEED FOR PROFESSIONAL SERVICES

In compliance with Executive Order No. OE-2021-029 and Circular Letter No. 013-2021 of the Management and Budget Office ("OGP" by its Spanish acronym), this *Notice of Need for Professional Services* ("NPS") is issued for the Puerto Rico Department of State (hereinafter, the "Department"), under the following terms and conditions:

- I. Description of type of required Professional Service and Area, Office or Division of the Department that requests it:

Proposal for Professional Services and IT-solution in connection with the Puerto Rico Commercial Transactions Registry (the "Registry").

- II. Detailed description of the nature of requested service, required work and project for which the engagement is required:

Pursuant to Act No. 208-1995, known as the "Commercial Transactions Act," as amended, the Department is the governmental agency that administers the Registry. The Department seeks to acquire an IT-solution for providing registry services for financing statements. The data related to the Registry must be the property of the Department. Preferably, the IT-solution will be owned by the Department, or the Department will have a permanent license to use the system.



A. Scope of Work

This IT-solution will be a one-stop portal to perform UCC financing statements registrations and allow internal users (employees) to easily maintain, modify, and updated to adapt to legislative changes and technical upgrades on course. This IT-solution should comply with current and future regulations, obligations and laws required by Commercial Transactions Act. The implementation of the new system should comply with Government of Puerto Rico ("GPR") and Puerto Rico Innovation & Technology Service's IT policies.

The Proponent will support and maintain the IT solution that allows the Department to manage all aspects of the Commercial Transactions Act on a space provided by GPR. To successfully complete the Department's objectives, the Proponent shall:

- Configure IT-solution UCC financing statement system per Puerto Rico requirements and specifications.
- Integrate an accounting system built into the IT solution to accommodate the registry.
- Convert data from the legacy system into new system with OCR technologies.
- IT solution should be hosted in a cloud-based system service provided by GPR to comply with PRITS regulations.
- All Personally Identifiable Information also known as (PII) should be encrypted and protected.
- Transmission of Data should be encrypted and protected.
- Support should allow phone calls, ticketing service, and resources on our main office in the Department at San Juan, P.R.
- The IT solution platform shall use the pr.gov domain to comply with PRITS Circular Letter No. 2021-004.



- The IT solution platform shall comply with PRITS Interface and Design Guides PRITS No. 004.
- The system shall operate on a range of device types and browsers including PC's, smartphone, and tablets.

Objectives for this IT-solution:

- Easy, intuitive, and professional customer experience;
- 24/7/365 online availability for customer;
- Public records that are easy to access online;
- Easily digitize, scan, redact, OCR, and manage document images with no additional fees;
- Industry-leading vendor who utilizes best practices;
- Strong change management and communications;
- Ability to share data with other state agencies; and
- Simple access to the system data with intuitive reporting tools

This UCC (Uniform Commercial Code) IT – solution should handle the current and future forms, including but not limited to the following:

- UCC1PR – Financing Statement
- UCC1AdPR – Annex to Financing Statement
- UCC1APPR – Additional Part in Financing Statement
- UCC3PR – Amendment to the Financing Statement
- UCC3AdPR – Annex to Financing Statement Amendment
- UCC3APPR – Additional Part in Amendment to the Financing Statement
- UCC5PR – Statement of Information
- UCC11 – Information Request



This IT-solution require ongoing maintenance and support. As policies and procedures change within Puerto Rico, those changes must continue to be reflected and updated.

Upon selection, the response of the Proponent must be immediate, rapid, and efficient with engagement on the project, and doing so with acceptable cost controls, accountability procedures, written reports, and submittals to ensure compliance with PRITS and other appropriate agency regulations and reporting requirements, as well as any other federal, state, or local regulations that apply to ensure that the Department shall comply with all policies required.

B. General SOW:

The Proponent shall provide the following services for the term of the Contract. In all instances, the Proponent shall maintain the greatest level of transparency as practical, within the limitations of the Department and GPR requirements:

1. The Proponent will work the IT-solution on a cloud-based system provided by GPR.
2. The Proponent shall, for the System, provide support and maintenance for a full IT shared services platform including but not limited to application software maintenance, production support, electronic payment processing, systems integration, database support, reporting, disaster recovery plan, business support, helpdesk, website support, virtual infrastructure support, hosting, and other professional services as directed by the Department.
3. The Proponent shall manage all information and data associated with the Commercial Transactions Act with the Department.



4. The Proponent shall maintain the new IT Solution on a cloud-based system provided by GPR to efficiently process and facilitate the obligation of transactions, payments, monitoring of progress, and current legacy system procedures and have the capability expand the services as needed by the Department. Preferably, the cloud-based system shall be Amazon Web Services (AWS), Microsoft Azure, or Oracle Cloud Infrastructure (Gen-2).
5. The Proponents shall adjust their Proposal to what is already established in the Registry laws and regulations.
6. The Proponents shall deliver professional services necessary to define, design, develop, and implement updates and enhancements (System Change Requests) to the Puerto Rico Uniform Commercial Code Solution (PRUCC), to support the Department's operational functions and priorities.
7. The Proponent shall maintain and enhance PRUCC system and manage data requirements of all the Department's IT data modules including but not limited to:
 - a. Amendment
 - b. Assignment
 - c. Continuation
 - d. Register
 - e. Termination
 - f. Export Search Document (Copy Request)
8. The Proponent shall provide reporting tool or an equivalent solution for reporting on transaction types, user performance, and others requested by the Department.



Functional Requirements

The Proponent shall meet the following functional requirements:

1. Any support, maintenance, upgrades, or enhancements of the PRUCC system shall be part of the Proponent's maintenance duties that are part of this Scope of Work. The Proponent must provide every resource to modify the system or reports which includes bug fixes, updates, and enhancements to cover ongoing business needs.
2. Identify and document UCC requirements to assist the Department in maintaining functionality and technical requirements. Requirements shall be documented, actionable, measurable, testable, traceable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design.
3. Work with the Department to modify business and technical requirements, implementation capabilities, and change system requirements.
4. Make modifications that may be required based on the Department's changing business needs. Updates to the application code shall include, but are not limited to:
 - a. Adding or updating modules
 - b. Adding or updating reports
 - c. Adding or updating interfaces
 - d. Adding or editing existing code
 - e. Modification to software and database to accommodate business functionality for incoming programs/initiatives and to address any unanticipated mandates that result in minor software modifications.



5. Make any necessary adjustments to the IT-solution based on feedback provided through the course of System use and that become necessary as a result of more sophisticated use and knowledge of the GPR's support systems.
6. Provide functional documents as follows:
 - a. System Maintenance
 - b. Meeting Minutes
 - c. User Testing
 - d. Training Guides
 - e. Documents identified throughout this NPS; and other documentation requested by the Department.

C. IT Practices, Data Security, and Integrity

The Proponent shall:

1. Provide, maintain, and enhance a cloud-based system that is accessible through internet-based web browsers.
2. Procure, manage, and maintain such virtual infrastructure, IT Solution, and network(s) capacity required to support the existing program operations.
3. Manage and maintain an infrastructure for file management of documents.
4. Manage and maintain the following copies of the database, or as directed by the Department:
 - a. Production
 - b. Development – Refreshed once per month.
 - c. Quality Assurance/User Testing – Refreshed once per month; and
 - d. Reporting – Refreshed every 24 hours.



5. If data is copied from production the Proponent shall take steps to mask or otherwise obfuscate non-production environments so that identities and Personally Identifiable Information (PII) of the production entities remain confidential.
6. Assure the IT solution performs at agreed upon service levels and have such capability for additional projects, upon request and approval in advance by the Department, in connection with future change requests which may occur during the term of this contract.
7. Proponent accepts that in the event of expiration or termination of the proposed contract, the selected proponent shall turn over all hardware, software, and applications purchased by the GPR, including without limitation the data related to the Registry.

D. Technology Requirements and Standards

The Proponent shall be subject to the same security and infrastructure review processes that are required by Puerto Rico Innovation and Technology Service (PRITS). The Proponent shall submit relevant documentation annually or upon request and participate in the System Architecture Review (“SAR”) process. The Proponent shall fully support and participate in audits conducted upon the system or data contained within the system at the request of the Department or GPR.

E. System Design

All Systems and applications related documentation including infrastructure and architecture details shall be provided to the Department and PRITS and be available to the GPR in a web-based document/specification



library accessible only to authorized users. This information should be accepted and authorized by PRITS.

F. Hosting and Backup Services

The Proponent will be able to work on a cloud-based system provided by GPR and will configure the backup services nightly or as otherwise using a process approved by PRITS guidelines.

G. Transmission of Files

The transmission of all files between the Proponent and the GPR system shall be transferred securely using the GPR file transfer methodology or otherwise directed by PRDOS and PRITS. The GPR will work with the Proponent in the implementation of the file transfer process. The secure file transfer shall meet the PRITS guidelines and standards.

During the term of the Contract, the GPR may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing and use case specific information and the Proponent shall be required to conform to all requirements.

H. Assessments/Plans

The Proponent shall provide detailed plans as set forth below. The GPR may request revisions to these plans.



I. Cybersecurity Plan

The systems supporting the GPR's programs may contain extremely sensitive data, including proprietary workflow, policy, and evaluation information. The Proponent shall be responsible for the security of all program information.

The Proponent shall provide a Cybersecurity Plan with description of the administrative, technical, and systems controls to be used by the system and/or services. It will provide for review of the Contractor's operations and control system for the proposed solution.

The Proponent shall have the capability to detect, and report attempted unauthorized entries into the system. All security requirements apply to development, testing, production, and backup systems. Where the Proponent has access to confidential data, and that data will traverse the Proponent's network, the Proponent shall have products and methods for monitoring malicious activity, malware, intrusions, and audit records within the Proponent's network.

J. Disaster Recovery Plan

The Proponent shall submit their Disaster Recovery (DR) plan as part of the Proposal. The DR plan should demonstrate that the Proponent can continue to satisfy requirements to restore functionality and performance within 24 hours following an event where the system is no longer available or is rendered unusable. The plan must be reviewed, updated, and provided to the Department and PRITS annually. There shall be no loss in performance, functionality, or data once fully restored.



The Proponent shall ensure that the Systems supported are fault tolerant, and that system failures do not impose undue interruption of operations. The Proponent shall work to provide disaster recovery planning and fail over capabilities for the System. Additionally, the Proponent is responsible for coordinating disaster recovery planning activities and requirements with third parties and for updating the GPR requirements.

The System shall be available 24 hours per day. If the system must revert to the DR environment, the System must provide operational performance within one (1) hour of the primary location's outage. Full functionality and performance must be restored within three (3) business days.

The Proponent shall establish a backup schedule for the System. The Proponent shall conduct a disaster recovery test annually.

K. Contingency Plan

The Proponent shall have a Contingency Plan identifying key personnel, procedures, or others consistent with the security plan and disaster recovery plan noted above. The plan shall be approved by PRITS, reviewed, and updated annually. The plan shall be provided to the GPR within 15 business days after Contract award and updated annually. After review and GPR approval, the Contingency Plan shall be implemented within 30 business days.

L. Systems Performance, Availability and Reliability

- a. All applications shall go through Stress/Load testing before they are moved to production.
- b. The Proponent shall collaborate with the GPR to perform stress test using a GPR agreed upon tool.



c. The Proponent shall be responsible to resolve issues that result from the stress test.

d. All applications are expected to be available 24/7 except for scheduled maintenance or upgrades approved by the GPR. The inability for 10 or more end users to login or use a module as designed is considered an outage and must be restored within 15 minutes.

III. Information for the person of contact in the Department:

Evaluation Committee / comitedeevaluacion@estado.pr.gov

IV. Instructions on how and where to submit proposals for parties interested in providing the services:

Proposals must be submitted, on or before the deadline detailed below, to the following email address: comitedeevaluacion@estado.pr.gov

V. Deadline and additional for the submittal of proposals:

Deadline: March 10, 2023.

Any interested and duly qualified party may submit its *Proposal for Professional Services* to the email address indicated in this Notice. Together with the *Proposal for Professional Services*, the interested party must include a Certificate of Eligibility issued by the Puerto Rico General Services Administration ("GSA"), crediting its compliance with the registration requirements of the Puerto Rico Registry of Professional Service Providers (in Spanish, *Registro Único de Proveedores de Servicios Profesionales*), pursuant to Act No. 73-2019 and the GSA's Circular Letter 2021-03.



After due consideration, the Department will select the proponent that it deems to be best qualified to provide the services in the most appropriate manner, using any confidence and confidentiality criterion that it deems appropriate and necessary, within the applicable budget parameters.

For such cases in which the selected party is a juridical person, as part of the documentation to be submitted prior to the execution of a contract pursuant to the applicable laws and regulations, such party must complete a Certification of Juridical Persons (attached herein)¹, identifying the owners, stockholders, partners, and officials of the corporation to be engaged. This requirement shall not be applicable to public enterprises which stock is exchanged in the stock market.

The Department reserves the right, at its sole discretion, to modify this procurement process to comply with applicable laws or to address the best interests of the Department and the GPR, including cancelling the NPR and contracting the services directly, in accordance with Executive Order No. OE-2021-029.

¹ Annex 2 to OGP Circular Letter Num. 013-2021.



CERTIFICACIÓN SOBRE PERSONAS JURÍDICAS

Yo, _____, que ocupo el puesto de _____ en la entidad jurídica de nombre _____, certifico lo siguiente:

1. Que la entidad mencionada en esta certificación interesa proveer servicios profesionales a _____ (nombre de la entidad de la Rama Ejecutiva);
2. Que la entidad contratante es una persona jurídica que no es una empresa pública cuyas acciones se intercambian en la bolsa de valores;
3. Que las siguientes personas son todos sus dueños, accionistas o socios cuya participación en la entidad jurídica es de 25% o más:

Nombre	% Participación
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

4. Que las siguientes personas son todos los oficiales corporativos con responsabilidad significativa de controlar, administrar o dirigir en la toma de decisiones del negocio ordinario de la entidad jurídica:

Nombre	Título / Rol
1.	
2.	
3.	
4.	
5.	

5. Que toda la información incluida en la presente Certificación es correcta;
6. Que la veracidad de toda la información incluida en este documento y certificada mediante mi firma es una condición esencial para poder proveerle servicios a la mencionada entidad de la Rama Ejecutiva y que, de no ser correcta, en todo o en parte, tal circunstancia será suficiente para la rescisión del contrato de servicios profesionales firmado entre ambas partes.
7. Que entiendo cabalmente y reconozco las consecuencias jurídicas, éticas, penales o administrativas de esta Certificación en caso de que su contenido sea falso.

Y para que así conste firmo hoy _____ de _____ de _____.

Firma de la Persona Representante de la Entidad Jurídica

Certification of Legal Entities

I, _____, occupying the position of _____ in the legal entity named _____, hereby certify the following:

1. That the entity mentioned in this certification is interested in providing professional services to _____ (name of the entity of the Executive Branch);
2. That the contracting entity is a legal entity that is not a public company whose shares are they trade on the stock market;
3. That the following persons are all its owners, shareholders, or partners whose participation in the entity legal is 25% or more:

Name	% Participation
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

4. That the following persons are all corporate officers with significant responsibility to control, manage or direct decision-making in the ordinary business of the legal entity:

Name	% Participation
1.	
2.	
3.	
4.	
5.	

5. That all the information included in this Certification is correct;
6. That the veracity of all the information included in this document and certified by my signature is an essential condition to be able to provide services to the aforementioned entity of the Executive Branch and that, if it is not correct, in whole or in part, such circumstance will be sufficient for the termination of the professional services contract signed between both parties.
7. That I fully understand and recognize the legal, ethical, penal, or administrative consequences of this Certification in case its content is false.

In witness whereof, I sign this certification today _____.

Signature of the Representative of the Legal Entity