



GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE EDUCACIÓN

Oficina de Sistemas de Información y Apoyo Tecnológico a la Docencia (OSIATD)

PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS)

Table with 2 columns: EVENT and DATE\*. Rows include: Publication and release of RFP (Friday, March 8, 2019), Deadline for submitting RFP questions (10:00 a.m. Friday, March 15, 2019), Pre-Proposal Conference (Optional\*\*) - Companies are asked to Register for the Conference (See Appendix I) (Tuesday, March 19, 2019), Deadline for submitting letters of intent (Mandatory) (4:00 p.m. Tuesday, March 26, 2019), DEADLINE FOR SUBMITTING PROPOSALS (4:00 p.m. Thursday, April 4th, 2019), Selection of 3 Proposer finalists; presentations and product demonstrations by finalists, as requested (April 10 to 17th, 2019)

\* All times Atlantic Standard Time (AST)

\*\*The Pre-Proposal Conference will be held at the address listed on the Pre-Proposal Conference Registration Form (See Appendix I)

LATE PROPOSALS WILL NOT BE ACCEPTED
PROPOSALS SUBMITTED BY FAX WILL NOT BE ACCEPTED

PROPOSERS SHALL DELIVER THREE (3) COPIES OF PROPOSALS AS FOLLOWS:

- 1 Signed Original Proposal in a 3-Ring Binder with Financial Statements, clearly marked as Original
1 Exact Copy of the Original Proposal on a Jump Drive, submitted along with the Original Proposal
1 Exact Copy of the Original Proposal submitted by shared document link emailed to SIS\_RFP @de.pr.gov.

ALL PROPOSALS MUST BE ADDRESSED AND HAND-DELIVERED BY PROPOSER OR COURIER TO THE FOLLOWING ADDRESS BY THE DEADLINE:

Antonio Sisco, CIO
Puerto Rico Department of Education
Corrections Building, 4th Floor
Tte. César Gonzalez, Esquina Calaf, Urb. Industrial Tres Monjitas
Hato Rey, PR 00918

All Proposer questions concerning the RFP and the competitive proposal process should be in writing and emailed to: SIS\_RFP @de.pr.gov. This RFP, all attachments and clarifications/addenda are available for download at: www.de.pr.gov. Proposers are strongly encouraged to read this entire document prior to beginning their proposal.



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## SECTION 1: GENERAL

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### 1.1. BUREAU/OFFICE

Office of the Secretary

### 1.1. SOLICITATION

PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS)

### 1.2. IMPLEMENTATION PERIOD; CONTRACT TERM

The system's student-teacher scheduling functionality is expected to be implemented by June 30, 2019. Proposer must provide a modular and/or phased implementation plan for full deployment early in the 2019-2020 academic year (commencing on August 1<sup>st</sup>, 2019). PRDE intends to enter into a contract with one (1) Proposer for one-year, with two one-year options to renew.

### 1.3. ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION

The Puerto Rico Department of Education ("PRDE") is the government agency that directly runs and operates Puerto Rico's public school system. Unlike most states, PRDE acts both as a State Educational Agency (SEA), and as a Local Educational Agency (LEA). Information concerning the approximate size of PRDE school system is as follows:

PRDE SCHOOL SYSTEM*	
Students:	300,000
Schools:	857
Educators:	25,000
Educational Regions:	7

\*Estimates

A list of 2018-2019 schools is posted on PRDE's website at [www.de.pr.gov](http://www.de.pr.gov). Updates will be posted from time to time to reflect any closings or consolidations approved for next year. Proposers are encouraged to check PRDE's website frequently for updated information.

### 1.4. TECHNOLOGY GOALS:

PRDE considers technology to be a vital and effective vehicle for empowering transformation of learning, schools, students and educators through creative processes and innovation. Our primary goals for technology in our school system are as follows:

- A. Technology will be available and reliable.
- B. Wired and wireless access will be available in every classroom, in every school
- C. All schools will transmit data within the Wide Area Network (WAN) at a minimum of 750 MB speeds, and each school will have at least a 750 MB connection to the Internet Service Provider.

- D. Students and staff will be able to connect to the network quickly, they will be assigned a set of permissions to the network, and they will be able to work with Department-owned devices.
- E. Within the next three (3) years, we will work to achieve 25% of all our students having mobile devices and for 60% of 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> graders having mobile devices in their schools.
- F. Provide support multiple cloud-based platforms for collaboration and creation (i.e. Google Apps for Education (GAPE), Office 365).
- G. Evaluate technology competencies of teaching staff.
- H. Create a digital resource for student learning and training educators.
- I. Provide on-demand online learning opportunities for educators and students to improve technology skills and content knowledge as well as face-to-face training in small and large groups.
- J. Develop an integrated planning model that includes Title 1, Special Education, Teaching and Learning, Instructional Coaches and educators with regard to software and hardware selection and implementation.
- K. For all of our educators to feel confident to support students' growth as digital citizens.
- L. Enable a rich technology curriculum at every grade level.
- M. Create innovative learning spaces at all of our schools.
- N. Create technology strategies to support instructional transformation.
- O. Professional development training for all educators on integrating technology into curriculum

Further, our vision for student use of technology centers on grade-level curriculum rather than in terms of "Technology," "IT," or "Digital" and leads to each student being able to --

- A. Demonstrate age-appropriate keyboarding speed and accuracy
- B. Demonstrate the ability to solve the most common tech problems
- C. Demonstrate use of tech tools outside of class
- D. Differentiate between tech tools and understand how each is uniquely suited to a task, purpose, and audience
- E. Learn to transfer knowledge of technology from known skills to unknown skills
- F. Learn to transfer knowledge of technology from tech class to other classes and home
- G. Demonstrate and practice safe, responsible and legal use of technology

## 1.5. TECHNOLOGY PLAN

As the third largest public school system in the United States (based on student enrollment), PRDE faces significant challenges, and sees technology as one important tool to help meet those challenges. Where student technology access is available, it is often in a traditional "computer lab" setting rather than integrated into the everyday classroom curriculum.

PRDE's 2014 - 2019 Technology Plan (the "Technology Plan") was approved by the U.S. Department of Education. The Technology Plan outlines how PRDE intends to meet these and related challenges over the coming years by leveraging newer technologies in better ways to improve educational outcomes significantly.

The Technology Plan was prepared at a time when several significant trends were converging to galvanize a change in education, including major shifts in how educators think about and deploy technology to enhance student achievement. Some examples of these include the rapid adoption of mobile devices and tablets at an unprecedented rate because smaller devices take less space in the classroom, use less power and are more student-friendly. The norm for educational computing has become a 1:1 ratio of mobile computing devices to users.<sup>1</sup> Also, the adoption of "cloud-based"

<sup>1</sup> 5 K-12 Ed Tech Trends for 2012," <http://thejournal.com/articles/2012/01/10/5-k-12-ed-tech-for-2012.aspx>.

computing, or moving “everything” – from educational software applications, to multimedia content, to standardized assessments, to student work – out to the Internet, is popular because of its convenience and also since it reduces the need for schools to use highly skilled IT labor to manage file servers and disk images, which thereby cuts IT costs (note that this RFP requests both in-premise and cloud based alternatives). These new technology measures require much higher bandwidth Internet connections and the infrastructure to distribute that bandwidth to the classrooms.

In addition, in June 2013, former President Obama announced the ConnectED initiative which set a five-year goal of high speed connectivity for all schools and reflects a widespread recognition of these new educational trends. PRDE embraces these trends and changes in technology and utilizes this RFP to leverage the technology needed to provide a quality education to every child.

## 1.6. PRDE RIGHTS

PRDE reserves, at its sole discretion and for its sole convenience, the following rights with regard to this RFP, without limitation:

1. Reject any or all proposals;
2. Amend this RFP;
3. Correct errors in this RFP;
4. Cancel the entire RFP or reduce the scope of services;
5. Extend the deadline for submitting proposals;
6. Issue one (1) or more subsequent RFPs for the same services;
7. Appoint an evaluation committee to review proposals and make Proposer selections;
8. Seek the assistance of technical experts to review proposals and make recommendations;
9. Invite one or more Proposers for presentations and negotiations after review of proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all, some or none of the Proponents;
12. Award a contract to one (1) or more Proposers;
13. Award a contract without discussions or negotiations;
14. Investigate the qualifications of any Proposer under consideration, require additional information or confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the services or supply the products described in this RFP;
15. Investigate the qualifications of Proposers and any subcontractors proposed by Proposers;
16. Waive informalities and irregularities in proposals;
17. Disqualify Proposers for non-responsiveness or proposal deficiencies;
18. Award a contract for longer or shorter terms and/or with options to renew;
19. Renegotiate or revise the contract based upon rule changes prior to and/or after the signature of the contract;
20. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any Proposers;
21. If any Proposer selected for award refuses to execute the contract arising from this RFP, PRDE shall have the right to order the execution of the Proposal Guarantee (Bid Bond) in order to cover the difference between the Proposer's cost and the cost proposed by the next qualified Proposer, as well as to cover other damages and direct expenses of PRDE;
22. Acquire such quantity of devices and amount of services as are determined to be necessary by PRDE; and
23. Exercise any other right or take any other action allowed by law or regulation.

## **CONE OF SILENCE**

The following communications related to this RFP between the persons indicated below shall be prohibited:

- A. A potential vendor, service provider, Proposer, lobbyist, or consultant of a Proposer or potential vendor or Proposer and the Department's professional staff. The professional staff includes, but is not limited to, the Secretary and her staff.
- B. A potential vendor, service provider, lobbyist, or consultant of a Proposer or potential vendor or potential Proposer and any member of the Evaluation Committee for this RFP.

EXCEPTIONS: Unless specifically provided otherwise in this RFP, the Cone of Silence does not apply to the following:

- A. Communications with the Department Legal Division and its staff.
- B. Oral communications at pre-bid conferences.
- C. Oral presentations before the Evaluation Committee meetings.
- D. Contract negotiations.

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## SECTION 2: GOALS

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PRDE is looking for a comprehensive Student Information System that meets all the criteria and specifications described throughout this RFP, including integration with PRDE's staff systems. Proposers are responsible for compliance with all the requirements included in the RFP and all the applicable rules and regulations governing the procurement process of PRDE.

### 2.1 UNDERSTANDING THE PUERTO RICO PRDE OF EDUCATION CONTEXT

PRDE is undergoing a comprehensive and rapid transformation, addressing questions of infrastructure, student and staff performance, and equity and quality. PRDE has over 300,000 students at 857 schools, in 7 regions across the island, served by approximately 50,000 employees located at school sites, regional offices, and a central office. PRDE has taken a piecemeal approach to systems and data management out of necessity, seeking stop-gap solutions to fill an immediate need using limited resources. The impact of this approach was tangibly felt in the aftermath of Hurricanes Irma and Maria, when PRDE was unable to track employee and student attendance to ensure employees were safely accounted for following the hurricanes, when connectivity, mobility / accessibility, and resources were extremely limited. These system gaps were further magnified with the start of the 2018-2019 school year, when the reopening of the new network of schools brought new school assignments for both students and educators, and yet school directors were limited in their ability to easily create master schedules to assign to groups. Due to continuing challenges with its various data systems, the lack of integration between them, and insufficient training and support for users, PRDE seeks a new set of data systems that can be deployed to their full potential both individually and collectively in support of our schools and communities.

These systems come at a critical time for PRDE; this transformation is taking place on a massive scale, one that includes far more than just reassigning our human resources and rebuilding our physical infrastructure. PRDE is making large investments in deeply underserved technology needs (Wi-Fi installations in all schools, bandwidth upgrades, device accessibility for students and teachers), redefining school culture, and empowering Regional Education Offices as leaders, managers, and decision makers for the betterment of our student and teacher populations. The need for modern systems tailored to our specific needs has never been greater.

Additional considerations that are paramount to any successful RFP proposal include those pertaining to infrastructure and how to maximize the use of the information systems we select.

#### Infrastructure considerations

- **Connectivity:** Schools and administrative offices often experience Internet or power outages; the present service reliability is inconsistent. PRDE staff have developed creative workarounds for these gaps, often resorting to time-consuming or paper-based practices that meet an immediate need without addressing the root cause. While this reflects the resilient, solutions-orientation of our staff, we seek to create a future state that takes these infrastructure gaps into account and provides them the tools they need to efficiently fulfill the responsibilities of their roles. Though we cannot control the availability of electricity or power to our schools, we can implement systems that are able to capture and store data between down periods, and work with providers who are committed to finding creative solutions that will work in our environment.
- **Technology access:** Computer access has been limited at times in some of our schools and classrooms. PRDE is currently procuring additional laptops and tablets for our students and staff, as they are fundamental prerequisites to developing the instructional or administrative routines

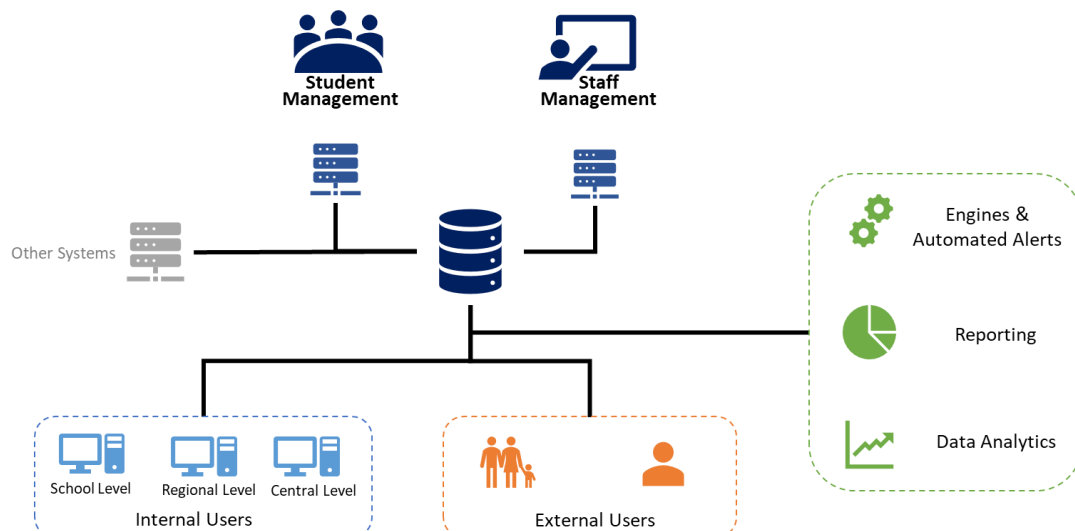
that allow for robust data collection, analysis, and use. It is our goal to maximize the utility and productivity of these investments.

### Maximizing usefulness of technology

1. **Technology literacy:** Across the island, comfort and fluency with technology can vary significantly, including among PRDE employees. In addition, current systems with unintuitive user interfaces and complex workflows create an additional challenge for staff seeking to use them. PRDE is seeking intuitive and user-friendly systems and supports to equip our staff through a comprehensive training plan, as well as aid them in troubleshooting, problem-solving, and identifying additional resources when needed. System must be intuitive and easy to use, with consideration for number of objects on the screen, organization and presentation, and use of icons and colors which facilitate user interaction. Access to most frequently used functionality, such as grading and student attendance, should be prompt, logical and easy for the user.
- **System capabilities:** While many of the systems in use across PRDE may offer a variety of functionality, those capabilities are often not fully leveraged or even deployed. This indicates an unsatisfactory implementation, from both a technical perspective and a user perspective. The full suite of tools that should have been available to PRDE were not, and staff have been left to learn on the job and from each other.
- **Accessibility:** Due to the infrastructure challenges in the schools and other areas all the systems should include the option to work offline and the ability to sync the information as soon as the connectivity is restored. All systems should include a mobile version specifically developed to be used in mobile devices such as tablets or smartphones. It should include provisions to work with tools needed to help users with disabilities work with the system.

## 2.2 VISION FOR INTEGRATED MANAGEMENT PLATFORMS AT PRDE

In the pursuit of transparency, safety, coordination, and efficiency, PRDE seeks to take a comprehensive approach to employee, pupil, and resource management to create a single, integrated ecosystem where critical data is measured, recorded, and leveraged to make strategic decisions about people and other resources.



This long-term vision will be achieved through the integrated deployment of staff, student, and educational management solutions, and must be focused on meeting the diverse, complex, and highly integrated needs of the school system environment.

Approach to integrated stakeholder and resource management

Any new systems deployed at PRDE must provide for the seamless integration with both current or future systems to ensure core business decisions can be answered in a coordinated way. See below for examples of key questions we expect our data systems will enable us to answer efficiently and accurately.

- **Who are our constituents and how do we provide for their needs?** Who are our students, staff, and families? What are their specific situations, needs, and skills, and how can we use our information systems to drive resource allocation and to provide the safest, most efficient, and highest-quality education possible?
- **How are our constituents utilizing their time?** Do we know when our students and teachers are in schools? Do the daily activities comply with what we understand to be a basic academic offering? Do we have underutilized human resources that could be deployed in a different way to maximize the value we are creating in the operating system, and how do our information systems help us identify these opportunities to better direct our excess capacity against our targeted outcomes?

The table in the following page presents core questions and sample functions for both student systems and staff systems. Although this RFP centers on student systems, we present the entire table in order to provide a more holistic view of PRDE's strategic direction and key constituent system needs, with particular emphasis on the required seamless integration of the proposed SIS platform with PRDE's staff systems.

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Core question	Sample functions: student systems	Sample functions: staff systems
<p><b><i>Who are our constituents and how do we provide for their needs?</i></b></p>	<ul style="list-style-type: none"> <li>• Securely collect and report current and historical student personal, health, attendance, discipline, program and services, and academic information to create a holistic view of each student, both at a moment in time and over the course of their educational experience.</li> <li>• Integrate with the staff management systems to ensure that students are being served effectively, with teachers whose certifications and qualifications meet their scheduling and program needs. Provide parents / guardian and student access through user-friendly external portals customized to each audience.</li> <li>• Track outcomes, supports, interventions, and legal compliance for students with special needs (IEPs and 504s).</li> <li>• Ensure financial resources are allocated where the need is greatest, and schools can access external sources of funding</li> <li>• Provide single repository of information, allowing for streamlined reporting and compliance tracking, authorized information sharing across PRDE, and student progress tracking and overall program participation.</li> </ul>	<ul style="list-style-type: none"> <li>• Securely collect and track staff demographics, contact information, certification information (including current certifications held), current assignments, and compensation information, including varying benefit schemes</li> <li>• Support financial business processes such as payroll processing on a timely and accurate basis</li> <li>• Track a detailed history of individual professional development (including professional development goals and progress toward them), compliance with legally mandated trainings, and evaluation outcomes.</li> <li>• Provide visibility into the system by authorized users at all levels, from the individual contributor to human resource managers at the central office, creating a robust view of our workforce. Integrate with payroll, time and attendance, and performance management tools.</li> </ul>
<p><b><i>How are our constituents utilizing their time?</i></b></p>	<ul style="list-style-type: none"> <li>• Create master school-wide schedules to allow for student placement into specific classes, aligning student schedules to teacher and staff schedules to track student attendance, staff availability, and outcomes.</li> <li>• Track student attendance in the school building via multiple input methods (individual identification chip cards, etc.), with clear and streamlined integration with student information system and transportation routing system to improve data accuracy, ensure student safety, and optimize classroom time for instruction.</li> <li>• Record current and historical attendance data to provide in-the-moment and longitudinal views of trends by school, student, teacher, class, region, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Track staff time and attendance via multiple input methods (time clocks, individual identification chip cards, etc.), with clear and streamlined integration into payroll and budget management tools being implemented within PRDE and across the central government, as well as integration with PRDE evaluation tools for each position.</li> <li>• Provide budget management support by allowing staff hours or activities to be tagged to a specific budgetary account and linked to payroll and finance systems.</li> <li>• Allow for the creation, administration, and completion status tracking of professional development modules and assessments for job-specific content or mandated compliance trainings to create a single, comprehensive hub for staff learning.</li> <li>• Quickly and easily gather data regarding participation and growth, with the potential of linking to both student outcomes and staff behaviors, actions, or performance for evaluation purposes or otherwise.</li> </ul>

To answer these questions as posed, all information systems must be seamlessly integrated to allow the transfer of information and joint generation of insights for decision making. For example:

- Staff certification and school assignment information must flow into the student management system to allow for accurate and efficient scheduling, class assignments, and to provide a clear view of school staffing resources and needs.
- Staff time and attendance information must be tagged to specific funding accounts to allow for quick and streamlined reporting and budget tracking.
- Staff contact information from staff management systems must directly link to student-centered solutions to ensure students, families, and school communities are able to efficiently communicate with each other and other stakeholders.
- Student achievement scores, aggregated scheduling information (content being taught, number of students served, etc.) must flow into staff management solutions to inform current and historical views of staff.

*Further detailed integration specifications are found in subsequent sections of this RFP.*

PRDE is interested in selecting the best solutions to meet these needs; to this end, PRDE will consider all options presented by qualified proposers and intends to award a contract to one (1) Proposer selected to provide the specific platforms and services requested in this RFP.

This RFP is one in a series that seeks to address and improve the software solution ecosystem at PRDE. Though this RFP focuses on a student information system, Proposers should note that up to 40% of the total evaluation points may be awarded to proposals that present comprehensive solutions to deliver the specifications included in this RFP with fully-integrated services across all the systems PRDE is pursuing, specifically a time and attendance system and a human resources information system. At minimum, each proposer must clearly articulate key points of integration with this system (SIS) and with those systems that currently exist in or may be adopted by PRDE. Further, the Proposer must provide a strong track record of effective integration with school systems similar in size or scope to PRDE.

The purchase, installation and implementation of a new enterprise SIS is expected to provide PRDE with a comprehensive, secure, web-based platform for maintaining student information, while also providing extended real-time access to data for students, teachers, parents and administrators. The new SIS will encompass modules for advanced reporting, self-service portals, integration with other external and cloud-based software services, and greater flexibility for customization and innovative school models. PRDE expects to deploy SIS's student-teacher scheduling functionality by June 30, 2019, with the data transfer and customization to occur prior to that time to ensure a smooth transition and seamless transfer of data in order to use the functionality for the fall semester of the 2019-2020 academic year. Proposer must provide a modular and/or phased implementation plan for full deployment early in the 2019-2020 academic year (commencing on August 1<sup>st</sup>, 2019). Proposer must also include contingency and risk management plans, including parallel operations with existing functionality upon live deployment. Proposers who cannot work within this timeline will not be considered.

Each proposal will be evaluated separately based on the evaluation criteria identified in each RFP. The Proposer shall be responsible for supplying all business rule analysis, system configuration, and software installation, including necessary customizations to the proposed software, data conversion, training, and other resources.

## SECTION 3: INFORMATION SYSTEMS REQUIREMENTS AND IMPLEMENTATION

It is the expectation of PRDE that all systems implementations follow the same set of guidelines and guardrails, as described below.

### 3.1 GENERAL COORDINATION AND KEY REQUIREMENTS

The selected Proposer will be responsible for the final and total result of the project to be implemented, assuming the management roles and their integration.

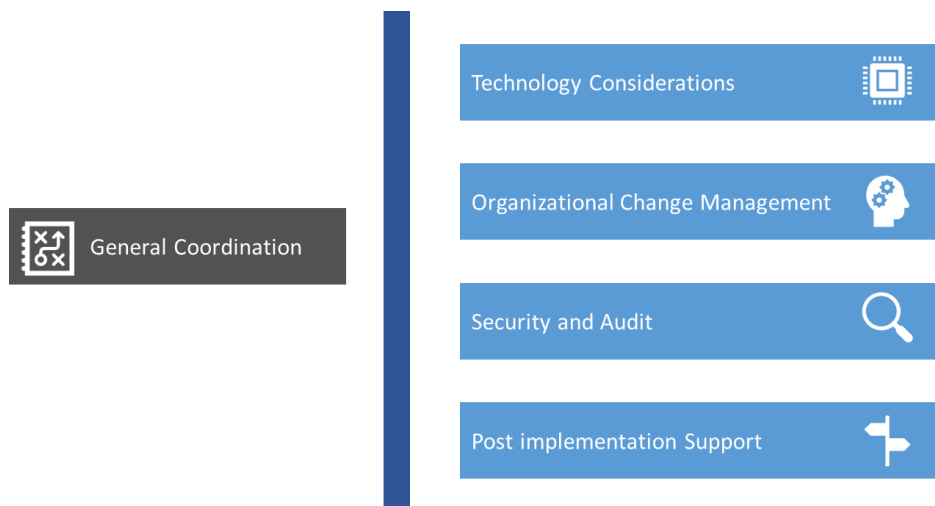
The role of integrator will include planning at the level of detail of the project, setting deadlines, defining project strategies, assigning roles and responsibilities, defining control points, alerting on deviations generated, recommendation of the alternatives or possibilities to be followed for the correction of said deviations and in general all aspects related to the administration of the project.

The Proposer will ensure the efficient use of its resources and will follow up on the necessary PRDE resources to ensure the success of the project.

The Proposer will be responsible, at least, for the execution of the following tasks:

- a. Coordinate the project kickoff meeting which presents and defines the responsibilities of all members of the work team
- b. Integration, supervision and monitoring of all project responsibilities.
- c. Prepare the detailed Project Plan and its regular update
- d. Monitoring of technical and administrative activities.
- e. Responsible for documentation and minutes for all meetings
- f. Coordinate weekly progress meetings with the project team and project management
- g. Submit a monthly executive-level Work Progress Report which will present the status of the project which should include:
  - Critical Situations (especially those that have a direct impact on the project's schedule)
  - Accomplishments
  - Pending tasks to be performed
  - Deliverables status summary

The following elements will be part of the scope of services to be provided by the selected Proposer:



### 3.2 TECHNOLOGY CONSIDERATIONS

The Proposer must perform, among others, the following tasks, to ensure the correct implementation of the system:

- a. Define the central and distributed technological architecture necessary for the system to work according to the defined business processes and considering PRDE standards. The proposed system should have the ability to run in the cloud and in open systems. The Proposer will assess the capacity of the infrastructure and will present its recommendations for adjustments, if any, in a document of transactional capacity requirements of the system. This document will also present the bandwidth needs, both central and distributed, of the system.
  - The Proposer must propose the technological architecture to be used and validate it with PRDE to corroborate its alignment with the defined standards in terms of servers, connectivity, storage and safeguards.
  - The Proposer must guarantee the support and maintenance of the solution offered for the full term of the contract and renewal periods.
  - The Proposer must submit the "Roadmap" of future versions of the offered solution, including the technologies on which they will be based.
  - The design of the central infrastructure must be sized to support the Development, Test, Quality Control and Production environments.
  - The Proposer must define the required central technological infrastructure and carry out a Capacity Planning assessment.
  - The Proposer must prepare a systems integration plan to be approved by PRDE based on the most critical data exchanges and process dependencies identified
  - The Proposer shall supervise the implementation of the distributed infrastructure
  - Proposer must establish what the communication requirements are and propose a communications scheme. Likewise, the use of the communications infrastructure of PRDE should be analyzed. In the proposal to be presented, the requirements of bandwidth, latency time, etc. must be indicated.
  - The Proposer will present a data migration strategy that includes data analysis, cleansing strategy and migration.
  - Regarding the backups, the Proposer will be responsible for the definition and design of the backups, restore, archive, data cleaning procedure to keep the database in an adequate size.
  - The Proposer must determine, within the project work plan, the amount of equipment, printers and other micro-computer equipment (such as UPS) that should be used for both jobs and other needs (for example, training).
- b. Installation of the different environments required (Test Environment, Development, Training, Quality Control and Production): Includes the installation and configuration of a testing environment with the objective of validating and verifying the entire operation of the system and its integration with other environments. This environment must have a hardware and software infrastructure similar to the facilities to be implemented. Additionally, the configuration and what is necessary to manage the production operations from the point of view of what is required by the proposed solution and its integration requirements with other systems is included in the installation of the Production Environment. The installation of the development environment will be to configure and test the parameterization of the application prior to putting it into production. It requires an installation of a pilot in production that will serve to validate the parameter configuration, connection and interface tests, monitor and make the last necessary adjustments prior to the final implementation. Regarding the training environment, the objective is to provide an environment in which the personnel can be trained and practice the use of the system.

- c. Definition and assembly of the Maintenance Strategy: Where the Proposer must submit a detailed plan of the support organization required for the maintenance of the application, its technological infrastructure and the transfer of knowledge. The functional help desk will support during the post-implementation and later it will be a permanent structure. The Proposer must define the amount of resources for both stages.

### 3.3 ORGANIZATIONAL CHANGE MANAGEMENT

The Proposer must develop a strategy for the acceptance of the system in the user community. The Proposer will be responsible for the following tasks:

- a. Analyze the situation of current core business processes and the technology that supports them. Prioritize based on criticality of process and opportunity to improve and propose improvements to those processes, clearly identifying which need to be changed concurrently with implementation versus which can be changed following implementation
- b. Determine the contingency strategy in case of communication problems.
- c. Prepare web-based, mobile-friendly, searchable User Manuals, in Spanish, specifically for PRDE, which details the procedures to be followed for the functions of the system. Manuals should be prepared for each role and type of function in the system, including but not limited to:
  - i. School directors, teachers, parents
  - ii. Reports management
  - iii. System administration
- d. To evaluate globally the organizational impact of the project and the actions to achieve the success of the implementation.
- e. Definition and elaboration of the Communication Plan of the new system.
- f. Determine the training strategy.
- g. The Proposer will prepare a Training Plan where it will identify, with the support of PRDE, the personnel to be trained and present their training strategy for the system. This strategy should include what courses are recommended and for each course: a syllabus, user manual and training test (exam). The training strategy should include the necessary technical courses so that PRDE is able to operate and administer the system. This plan must be approved by authorized PRDE personnel.

The selected Proposer must pay special attention to the definition of the tasks within this segment, which must include the preparation of the educational material and its explanation through seminars to cover the different operational areas involved in the Service.

Consideration should be given to training aimed at end users, as well as associated functions and processes, such as Call Center and Help Desk. Through these trainings, the participants must obtain the knowledge of the necessary steps to use the system. Likewise, PRDE staff should be trained in the generation of customized reports.

Personnel-oriented training in charge of offering technical support to users should also be included. This training should enable the participants to know the configuration of the system and to quickly identify and resolve any situation that interferes with the normal functioning of the system. Likewise, PRDE staff (database administrators, system administrators, computer center operators, application specialists, etc.) must be trained in the technical aspects, according to the defined support organization and the knowledge transfer scheme. On the other hand, the Proposer will provide training to PRDE personnel in aspects of security.



### 3.4 SECURITY AND AUDIT

For PRDE, the security of the systems provided is a very important issue. The Proposer must perform the following security and audit tasks to ensure the security of the system.

- a. Definition and implementation of the Security Model for all classes of users (end users, administrators, developers, technicians, etc.). The scheme should include:
  - The classifications of the roles and profiles of the users aligned to the needs of the business.
    - The definition and implementation of processes, policies, procedures and organization of security management.
  - The initial registration of users and profiles and their maintenance during the system implementation and for any service period thereafter
- b. Recommendation on changes and / or additions of controls both manual and within the system to mitigate the detected risks.
- c. Technical procedure for disaster recovery.
- d. Control of the use of software licenses.
- e. Application user authentication must support integration with MS Azure AD SAML 2.0.
- f.

The Proposer must submit the following deliverable:

- Technical Security Model implemented

### 3.5 POST IMPLEMENTATION SUPPORT

The technical support and consulting services after the implementation of the solution is included within the scope of the Service, during a period of six months. The Proposer must submit a local post-implementation support scheme which supports the operation during the stabilization period of the system, including functional and technical support. If necessary, this scheme should include the strategy to be followed for the transition of the solution into the hands of PRDE staff. Part of the tasks to be developed in this stage include the corrections for:

- Malfunction due to system error
- Operation different from the established functional specifications
- Total or partial omission of functionalities

### 3.6 IMPLEMENTATION OF SIS – USER GROUP CONSIDERATIONS

Implementation of a Student Information System at PRDE must make additional considerations for the specific user groups, including both their data and information needs as well as their learning needs.

### School-based users

Individuals who generally interact with and operate within the SIS multiple times over the course of the day to input and export data (grades, attendance, administrative information) to track progress, drive decisions, and ensure student safety; these users require differing levels of access, privileges, and visibility into the system. They include: Principals and school leaders; registrars, secretaries, and administrative staff; counselors, nurses, social workers, and other related service providers; teachers, paraprofessionals, and other educational service providers.

### Regional and central office users

Individuals who primarily use the system as a data source for reporting, progress tracking, and system-level status checks, as well as support staff who problem-solve issues, support teachers and principals in understanding what data is in the system and how to best navigate and use it. These users include: Data managers; regional superintendents and principal managers; managers of professional development; accountability, compliance, and reporting managers; special education coordinators and supports; assessment coordinators; budget and finance managers; operations and transportation staff.

### Secretary and her Cabinet

Individuals who are looking for systematic information to make policy decisions and to inform strategy. Focus on exception reporting with drill-down ability. Default system-level views with key metrics identified that update as drill-down feature is used.

### Community members

Individuals who generally view student-specific data to track individual progress and do not input data directly into the system (though may require a method of communicating with school-based staff). They include: Students, parents, guardians, other authorized individuals.

The student information system solution selected should have the ability to customize interfaces and reporting tools to address the variety of users that exist within PRDE – including these groups as described and the more specific needs of more granularly defined groups – and this customization assessment plan should be integrated into the implementation timeline proposed. Such a solution should illustrate the ability to continue adapting to additional user distinctions, as needed.

All content and materials must be available in both English and Spanish for all elements of the implementation period and steady state operation.

The Proposer must fully enumerate all one-time and recurring resources, costs and requirements that would be assumed either partially or fully by PRDE in terms of procurement and support.

### Special Education and Social Services

Individuals who attend to programs outside the mainstream curriculum, including special education and learning impaired populations, homeless populations, students at risk of school abandonment or who have already abandoned school (“Proyecto C.A.S.A”), youth and correctional institutions. Users include school

leaders, program administrators, administrative staff; counselors, nurses, social workers, teachers, paraprofessionals and other related educational and service providers.

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## SECTION 4: SPECIFICATIONS

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At minimum, the SIS solution should accomplish the following goals; detailed specifications to follow:

1. *Support multiple school structures and maintain the independence and flexibility of PRDE schools.* The solution must provide configuration options for individual schools in the following areas: student scheduling, teacher and staff assignment, grading, GPA calculations, attendance, courses, calendaring / extended days, and summer school.
2. *Monitor students and data through administrative, intervention, and instructional lenses.* The solution must ensure accurate reporting of current and historical individual-level data including student demographics, course data, discipline, staff assignments, student achievement data (grades, assessment data, etc.), and other data for state and federal reporting purposes. This must include tracking special populations, student participation in programs/grants, student mobility and school transitions (internal or external), and correlating all student indicators (discipline, grades, attendance). It also must allow for free text fields that enable users to record qualitative student data based on observations or student-specific situations.
3. *Provide a complete view of student attendance.* The solution must support schools in understanding facts and trends in both submitting attendance data and meeting daily attendance requirements at the school, regional, and central levels, including attendance tracking over time, correlations analysis with student performance, truancy processes and procedures.
4. *Coordinate state and/or district testing and associated support structures.* A solution must support a school in strategically and operationally meeting the following legal and compliance requirements: determining and documenting accommodations, delivering the right test to the right student, and planning retesting processes.
5. *Empower student success.* The solution must track student achievement and progress; assess multiple graduation pathways; and support individualized, non-building based, non-course-based credits like college acceptance and internships participation.
6. *Create transparency and visibility into school operations and performance.* The solution must provide visibility and reporting of school scheduling, student performance, student support, and student attendance information for all users (central, regional, and school-based staff, as well as students and families), as authorized, by providing access to relevant data as needed to provide clear and transparent information on student progress, services, and outcomes.
7. *Support and streamline student mobility across campuses.* The solution must transfer student demographics and academic information among campuses, as needed, including both historical and summative academic information and current, in-progress grades.
8. *Integrate seamlessly with staff information systems.* Facilitate matching between student needs and available resources.

#### 4.1 MINIMUM REQUIREMENTS

The solution proposed must meet or exceed all the requirements outlined in this RFP package. The requirements outlined are only for information purposes. The proposal is for a comprehensive solution that meets the actual needs of various PRDE stakeholders. Detailed functional requirements must be elicited as part of a “gap-analysis” by the Proposer during the implementation phase of the project. The Proposer must add/customize the product/solution to meet PRDE requirements to the satisfaction of stakeholders, whenever there is a gap between available features/functionalities of the standard system vs. PRDE requirements.

A student information system must serve as a secure and versatile repository for current and historical student data, a support in progress tracking with a user-friendly interface, and an operational and administrative tool for school time and resource management. To that end, a Proposer must provide the following system capacity and customization information:

1. System must be intuitive and easy to use, with consideration for number of objects on the screen, organization and presentation, and use of icons and colors which facilitate user interaction. Access to most frequently used functionality, such as grading and student attendance, should be prompt, logical and easy for the user.
2. Scalable number of fields, user-defined fields, tables, and entries your system will support
3. Scalable number of reports
4. Scalable number of schools
5. Scalable number of users (total and concurrent)
6. Audit capacity of the system, field changes, user ID updates, deletes, etc.
7. Capacity for locally customized screens, tables, and fields
8. Built-in utilities, functionality monitoring, communications, and alert systems to identify and warn of possible system issues
9. Capacity for transfer of partial evaluations between schools and between sections within the same school
10. Capacity for configuration of summer school programs and other programs (special needs, at risk students and students who have abandoned school, homeless students, youth correctional institutions)
11. Capacity for on-line account setup for new users at the school level

#### 4.2 PRODUCT FEATURES AND FUNCTIONALITY

##### 4.2.1 Functionality, data and reporting

**Vendor must be prepared to demonstrate live versions of the application for user testing by PRDE’s evaluation committee during the evaluation period.**

The proposed student information system should also provide the following key capabilities, at a minimum:

Generally, the SIS must include data capture and customization for the following categories, at minimum; as the list below is a high-level summary that is not intended to be comprehensive:

1. Student data:

- a. Collecting and organizing basic student information and demographics, such as student identification and contact information, student ethnicity, and family relationships by unique student identifier such that these data can follow the student from school to school as needed over the course of their educational experience in PRDE
  - b. Tracking and reporting student behavior and discipline records for safety, compliance, and reporting purposes
  - c. Documenting student transportation needs and services, as well as providing points of integration with PRDE systems to ensure a high level of service provision and student safety
2. Program services:
- a. Student subpopulations participation, administration, data, and outcomes for special education, Spanish language learners, home school students, foreign exchange students, gifted and talented students, students receiving services from related providers, such as OTs, PTs, or social workers
  - b. Summer school programs and other programs (homeless, youth institutions)
  - c. Federal program eligibility, participation, and compliance reporting for programs such as free and reduced lunch or Medicaid
  - d. Student health management, health services provision, critical student medical information, immunization records, and compliance reporting: Capacity to integrate with PR Department of Health vaccination platform.
3. Attendance: Student attendance rate tracking, data submission rates, non-standard attendance (early dismissals, late arrivals, recurring absences, etc.), data reporting to identify chronic absenteeism.
4. Courses and scheduling: Master schedule and student scheduling, registration and enrollment.
5. Gradebook, report cards, transcripts: Student progress reporting, student academic history, progress toward graduation tracking, activity eligibility, and documentation.
6. Parents and family portal: Provide access to student grades and class information, as well as a line of communication between the school and families and students.
7. On-line registration: capability for parents and guardians to register students on-line, including capability of having a single account for accessing both parent platform and the registration process, and capability to integrate with other enrollment platforms PRDE chooses to maintain.
8. Teacher information: A repository for teacher licensing, demographic, and scheduling information to allow for clear views on staff capacity, availability, and qualifications, with a direct link to HR systems that hold this information.
9. The proposed solution must provide the following data and reporting capabilities, at minimum:
- A. Provide a standard library of reports that include, at minimum:

1. Required federal compliance reporting
  2. Required state reporting
- B. Provide the ability to design custom report with specific data and visual output specifications, especially those used to identify and prioritize operational exceptions.
- C. Provide the ability to generate activity reports on a variety of topics, at minimum:
1. Student attendance – by student, by day, by class type, by class period, etc., chronically absent students or those in danger of becoming so
  2. Attendance submission – by teacher, by day, by period, by class type, etc.
  3. Gradebook status – Gradebooks that have / have not been set up, assignments (by date, by total, by type, etc.), weightings and grading type, etc.
  4. Schedule – Students / teachers with conflicting courses, students / teachers with empty or non-enrolled periods, students / teachers with schedules that meet specific parameters or go over specific thresholds (unit number, class type, etc.)
  5. Academic information – Honor roll lists (with user-define criteria), in danger of failing / retention lists; progress toward graduation
  6. Parent and family engagement – Frequency of user logging into parent/family portal
  7. Subgroup status, tracking, and data analysis, particularly for the following student populations:
    - All students
    - By gender (male / female)
    - Ethnicity
    - Socioeconomic status (and particularly those identified as economically disadvantaged)
    - Students with special needs (special education)
    - Students with 504 plans
    - Limited Spanish language proficiency (LSP)
    - Homeless students
    - Students of military families
    - Students in foster care
    - Migrant students
    - Immigrant students
- D. Provide the ability to maintain historical and audit data (e.g., what user processed a change and when) regarding all student data.
- E. Provide the ability to generate user-defined reports that can be displayed to screen or exported to MS Excel or a delimited text file using a graphical user interface to choose data fields, define record selection criteria, and specify sort order that can be displayed to screen or exported to MS Excel or a delimited text file.
- F. Confirm commitment to work with PRDE to provide line information feeds into one or more of PRDE's and the central government's data or management systems and describe in detail PRDE's ability to electronically access, review, and generate reports sourced from Proposer systems.

- G. Clearly specify which functionality is currently available and which require further development in order to meet specifications

#### **4.2.2 Communications**

The proposed SIS solution must provide the following communication functionality, at minimum:

1. Automated attendance alerts:
  - a. Alerts to teachers who have not taken attendance before the end of the period
  - b. Alerts to school leaders or designated administrators highlighting teachers who have not taken attendance before the end of the periods
  - c. Alerts of students marked present in a previous period but absent in the following period
2. Methods of communication (via portal, mobile app, etc.) between teachers and families, families and schools, and schools and staff.
3. Alerts to transcript or other content availability or updates to families and students.
4. Provide the ability to push centrally or regionally managed notifications to end users based on user type, school type, location, etc.
5. Standard support materials targeted to each user base, including user guides, "how-to" videos, and webinars or other training opportunities.

The proposed student information system should also provide the following key services, supports, and trainings, at a minimum:

#### **4.2.3 Access and availability**

- A. The solution must be available to end users twenty-four hours a day, seven days a week, 365 days a year, with the exception of agreed upon system maintenance downtime during which services must be operationally available a minimum of 99% of the time with a goal of 99.99% of the time, as measured over a 30-day continuous time span.
- B. Existing infrastructure on the Island may result in outages or service interruptions that are not directly due to a vendor's product or services. The Proposer must indicate an ability and willingness to effectively engage in creative, solutions-oriented problem solving to develop workarounds to address these issues.

#### **4.2.4 Implementation and initial training**

PRDE seeks the Proposer's insights and expertise in creating a recommendation for its implementation approach and phasing relative to the scope of functionality and technology being implemented. PRDE would like Proposers to consider the sequencing of implementation phases and activities, as well as any core assumptions the response is based on, and factors that would materially affect the duration of the implementation. Proposers should clearly and succinctly describe their relevant implementation support services (i.e., services provided



during the implementation activities prior to go-live) and provide implementation service cost and rate information. Implementation services should include, but not be limited to: business change management, communications program development and execution, stakeholder engagement, user training, and management and cultural change management.

1. The Proposer should provide a comprehensive plan for platform implementation, which should include, at a minimum:
  - a. The timeline for service rollout with major milestones in adoption.
  - b. The timeline for data migration that allows for no loss of data or system functionality
2. The Proposer must provide a comprehensive plan outlining the costs and timeframe associated with implementing the customizations required by PRDE to support PRDE needs

PRDE is looking for Proposers to detail their training strategy, methodology, materials, training environments and services provided (number of people, location and number of days), and provide examples of training tools/artifacts, where appropriate. Proposers are expected to follow all security guidelines (e.g., FERPA, HIPAA) and leverage PRDE training best practices, policies, branding/communication guidelines, procedures and workflows. Proposers must also provide trainers to conduct training for end users, as determined during the development of the training plan. Proposers should provide multiple options for training (i.e., computer-based training, instructor-led, and train-the-trainer). Proposers should assume that all users are new to their role for training purposes only. Furthermore, Proposers must list all documentation that exists for end-users, administrators and developers. Ultimately, the goal of end-user training is to prepare all users with the necessary tools needed to perform the functional processes associated with their job, with minimal errors and improved efficiency. As such:

1. The training plan must be accepted and approved by PRDE. All training deliverables must be submitted to PRDE for final approval. At least five days must be allowed for the review and to provide feedback.
2. Proposers will work with PRDE to develop PRDE-specific scenarios to be used for each module in training, as desired by PRDE.
3. Proposers will provide all training documentation in editable formats (Microsoft Word, PowerPoint, training videos, etc.), **in both English and Spanish**, allowing PRDE to modify these documents to fit the needs of PRDE during and after implementation.
4. Proposers will clearly identify which training material are included (for maintenance and updating) in the contract terms, both during implementation and on-going support phases
5. Proposers will provide training environments to conduct training. No identifiable student or staff data can be used in the trainings or in any training materials.
6. Proposers will develop a knowledge transfer plan for sustainability of support and training.
7. The Proposer must provide technical and end-user training as part of the transition from implementation to operations. PRDE could use a train-the-trainer approach where needed. The Proposer will provide on-site training to PRDE personnel, held primarily at

PRDE central office in San Juan, Puerto Rico but can also be conducted at other locations throughout the island. **All training and related materials must be available in English and Spanish**, and will be provided for the following types of employees:

- a. IT staff for system maintenance and management: Training must provide all skills necessary to manage and maintain the system.
  - b. Train-the-Trainers: Training must be sufficient to enable Trainers to provide varied levels of training to users after system installation. Materials must be written for the trainer to deploy immediately with end-users and must without limitation include content addressing training session duration, number of trainees, and session exercises. Training must be conducted by Spanish speaking SME's in order to guarantee efficient knowledge transfer.
  - c. End user training and resources: Training must include a subset of end users in each region and a set of reference tools and resources that are available outside of formal training periods.
8. The Proposer must also outline the resources required from PRDE for initial system setup (e.g., data, staff support, platform access)

#### 4.2.5 Ongoing training and support

1. The Proposer must provide customer service and help desk support services; **these services and resources must be available in both English and Spanish**
2. The Proposer shall, prior to commencing performance under the contract, provide a call center with sufficient telephone lines and integrated with the Proposer's system for quality review and reporting capabilities for the entire contract. **Support must be available in English and Spanish.** The proposal shall include a sample plan for call center operations, including at minimum:
  - a. Location(s) and staffing levels
  - b. Support tools and resources, particularly those used to more quickly diagnose and resolve critical or escalated problems, as well as the escalation process
  - c. Ticket support services and service levels to ensure that responsive, reliable, and knowledgeable support be provided during and after implementation. Options should include help desk / call center support as well as in-person support on a special case basis. Proposer must define escalation procedures. Special cases may include:
    - Numerous, proximate set of users with help needed in similar topics, indicating insufficient original training
    - Activities that are core to operation or student / employee safety that cannot be completed without support
    - Cases that have not been resolved through standard help desk escalation procedures
  - d. PRDE's ability to access and view tickets, and to generate daily, weekly and monthly reports documenting user requests and needs
  - e. Hours of operation (regular and extended)
  - f. Call center methodologies for handling and processing calls with samples of forms and computer screen shots
  - g. Contact response service levels for telephone calls, voicemails, and emails

- h. Additional methods of communication or pathways to report issues (e.g., app-based communication tools, alerts and message via text, etc.)
    - i. Regular report documenting all user issues reported
    - j. Proposer's levels of support, as required
    - k. Any continuous improvement efforts underway or planned to improve the quality of call center support services
3. Additionally, the Proposer should provide a support database or application that includes, at a minimum:
  - a. All system and user error messages, the area of the system that generated the error, and other areas where the same error is also generated
  - b. All non-systematic problems or frequently asked questions
  - c. Required or recommended corrective measures for each error or problem, including workflow diagrams where appropriate
  - d. The ability to cross index, key word search, or otherwise provide flexible ways of finding information about errors and other problems
  - e. All training and reference materials and related updates in hard copy and electronic production-ready condition
  - f. Quick-reference materials with examples of report formats
4. Finally, Proposers must provide a K12 education community for user groups and must clearly and succinctly describe any user group forums/events that are available to Proposer's customer base that are either managed by Proposers or are self-managed by customers. Proposer's description should:
  - a. Include the frequency, format, cost, and locations these forums/events, along with summary agendas from forums/events recently held
  - b. If applicable, describe if and how user group collaboration forums/events used to inform Proposer's product strategy going forward
  - c. If applicable, describe any knowledge-based or Web-based sites that allow customer base to contribute and leverage lessons learned and/or specific solutions related to problems or challenges a particular client has faced
  - d. Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration

#### **4.2.6 Account management and staffing support**

The Proposer must submit a comprehensive staffing and resource allocation plan to ensure successful implementation and ongoing functionality. PRDE requests two staffing proposals:

1. A comprehensive staffing plan that meets the needs outlined below.
2. A comprehensive staffing plan that meets the needs outlined below and includes the deployment of additional embedded staff. This individual(s) would provide ongoing, onsite support and would be dedicated to serving the needs of PRDE exclusively.

At minimum, this staffing plan must include the following roles:

1. The Proposer must have a single point of contact for PRDE with overall responsibility for the functions under the contract. This individual must have demonstrated leadership experience project management skills, and strong knowledge of SIS solutions. The person must have the authority to make decisions and resolve problems on the behalf of the Proposer. **Spanish language proficiency is required.**
2. The Proposer must employ a Technical Coordinator to provide technical support and coordination between PRDE and the Proposer during the contract. The Technical Coordinator must demonstrate leadership experience and strong project management skills. The Coordinator must coordinate with PRDE in the configuration, installation, and implementation equipment and software that is located at PRDE locations. **Spanish language proficiency is required.**
3. During implementation, the Proposer must provide a Project Manager, identified with overall responsibility for the implementation and transition from the Implementation phase to the Operations phase of the contract. This position is responsible for coordinating implementation activities and for allocating implementation team resources. This position is expected to be available on a daily basis until the turnover to operations has been successfully completed. This individual must have demonstrated leadership experience, strong management skills, and strong knowledge of workforce management systems. **Spanish language proficiency is required.**
4. The Implementation Team members comprising the Proposer's management team responsible for resolving data quality issues and for compiling and analyzing required reports must have accountability and authority to assure compliance over the overall service quality to PRDE. They must include individuals with expertise in the following areas:
  - a. Data and data transfer: Specialists in data conversion and reporting who ensure a smooth and complete transfer of data into the new solution, as well as develop the reporting and analytics tools required
  - b. Deployment and optimization: Experts with extensive knowledge of the solution, best practices, configuration, and knowledge transfer
  - c. Customization: Development experts tasked with building out the specific customizations required to ensure the solution meetings PRDE needs
  - d. Training: Experts in developing, customizing, executing, and monitoring the effectiveness of training resources and materials, both through planning and deployment
  - e. Continuous improvement: Experts in designing intervals of and processes for periodic system review, incremental customization, and ongoing training for new users and to continue developing existing users

#### 4.2.7 Disaster recovery and continuity of business plan

The Proposer must assume that any loss of data is unacceptable. The Proposer must provide detailed disaster recovery and continuity of business plans designed to minimize any potential disruption to its operations, at minimum:

1. The Proposer must provide evidence of previous experience with the successful implementation of disaster plan during an emergency with the levels of functionality maintained, as is possible. An emergency can occur at the local or state level and may

range from a loss of power or internet to a naturally occurring event or disaster (e.g. a hurricane).

2. The Proposer must provide risk management plans detailing (1) what actions will be taken to prevent negative impacts, (2) a tactical plan to respond in the first 4, 8, 12, 24, 48, and 72 hours, and (3) opportunities to utilize the system itself to mitigate the negative effects, in the event of a disaster of the following types, at a minimum:
  - Temporary outages, e.g., electricity, internet;
  - Risks to data integrity or security;
  - Sudden loss of end user or administrator access and interaction with the system, e.g., illness of critical users, employee strikes
  - Unanticipated violence in schools or communities, e.g., active shooter situations, robbery
  - Natural disasters, e.g., earthquakes, hurricanes, tsunamis

Plan must have an RTO (Recovery Time Objective) and RPO (Recovery Point Objective) of no less than 4 and 8 hours respectively.

3. Recovery plans must be tested at least annually, at schedules agreed upon by the Proposer and PRDE, with a written report submitted to PRDE. It is the Proposer's sole responsibility to maintain adequate back-up to ensure continuous operations.
4. The Proposer must provide a plan to return operational status to normal as quickly as possible in the event of a disaster. This plan must include, at minimum, the following components:
  - a. How, where, and with what frequency data backup and storage will occur;
  - b. Minimum requirements for continued system functionality;
  - c. Timeline and minimum requirements for recovery after an interruption of service;
  - d. A data collection and storage plan to ensure no loss of data during an interruption of service (e.g., offline, local data storage until connectivity can be restored)
  - e. If additional devices are required upon outages, detail the plan and associated maintenance and equipment cost.

#### **4.2.8 Service level agreement (SLA)**

The Proposer shall submit an SLA for the services proposed in response to this RFP, and if awarded a contract, the SLA shall have the full force of contract between PRDE and the Proposer. The SLA shall define the levels of service to be provided, shall be divided into areas of priority according to importance to the supported systems or functions, and shall provide service level objectives and identify supported services, service limitations, service inclusions and exclusions, PRDE's responsibilities, Proposer responsibilities, and service assurances. The SLA plan shall address the proposal service, repair and support requirements further outlined in the RFP, which include:

1. Data center and security management;
2. Help desk and customer support services; and
3. Manner, type and frequency of meetings, status and update notifications, and support services for the provisions of contract services

The Proposer recognizes that the devices and services to be provided under the contract and the SLA are critical to PRDE's conduct of business and student learning. If the Proposer consistently fails to meet the service level requirements of the contract or the SLA, PRDE may terminate the entire agreement with the Proposer, with no early termination penalty to PRDE. The SLA shall be in full force and effect for the contract period. The terms of the SLA may be subjected to negotiations between the parties prior to signature.

## 4.3 INFRASTRUCTURE AND SYSTEM DESIGN

### 4.3.1 System architecture and integration

PRDE requires an architecture that is scalable for use across all regions, campuses, and offices; integration with key PRDE and central government applications (as applicable) is paramount in achieving the goals and objectives of this implementation. Integration will be necessary with specific attention regarding how data will flow to and from key administrative and instructional applications. All systems must facilitate secure data exchanges to/from the proposed solution to existing PRDE applications (both hosted internally and externally).

The core functionality that PRDE has considered as part of a student information solution within the scope of this RFP enables student data to be captured, managed, and reported. PRDE is seeking cloud-based enterprise tool that allows for unlimited users and user roles. The Proposer must include an integration plan that outlines the following, at minimum:

1. An open architecture for open systems and interoperability, providing a mechanism for integration and data exchange with existing platforms at both PRDE and the central government, including, but not limited to:
  - a. Integration into PRDE single sign-on solution (MS Zure AD SAML 2.0 integration)
  - b. Compliance with the IMS Global Standards, including One Roster
  - c. Student management platforms:
    - Subpopulation management platforms (Spanish language learners, students with special needs, etc.)
    - Transportation and routing system
    - Food service management and payment systems
    - Discipline management and reporting
  - d. Instructional tools, apps, and systems (e.g., Clever, iStation, STMath, Renaissance)
  - e. Related service provider management and billing systems (counseling, medial, etc.)
  - f. Staff management platforms, such as human resources and financial management solutions so as to integrate staffing lists and assignments
2. A robust API that meets industry standards, with an access control management system that would allow for different levels of access to and control over reading, editing, viewing, and updating data, based on established rules.
3. Accessibility via mobile app; **this content must be available in English and Spanish.**
4. Availability and accessibility of all source code.

5. An enterprise-level, industry compatible and non-proprietary database such as Oracle or SQL-Server.
6. The proposed solution must include:
  - a. On-premise and/or cloud-based (SaaS) option.
  - b. If cloud-based, provider must be ISO-27001 and ISO-27017 certified.
  - c. On-premise proposal will include costs related to the required server profiles
  - d. Recommended system will use the latest MS Window Server and SQL Server versions.
7. The system must operate on an industry standard, non-proprietary server such as Windows Server 2008 or later.
8. The proposed solution must integrate with MS Azure AD SAML 2.0 authentication in order to provide single sign-on capabilities.
9. The system must provide for a web-based interface and support all browser types to include current release and backward compatible at least 3 revisions.
10. Further, the proposed solution must be SIF compliant. At minimum, the Proposer must provide detail regarding the approach for the following items; more specific requirements are included in the attachment:
  - a. Describe the versions of the School Interoperability Framework for which the system has agents.
  - b. Describe the SIF standard objects and elements of those objects published or subscribed by the system's agent.
  - c. Describe any extensions made to the SIF standard objects for the system's agent(s).

#### **4.3.2 Data and software conversion**

The Proposer will be responsible for ensuring a smooth and comprehensive transfer of data that maintains the integrity and security of existing records from the current PRDE system to the proposed solution. The Proposer will provide recommendations as to the amount of data and/or the number of years of data to be converted; after the contract is awarded, the selected Proposer must analyze the existing system data and may suggest modifications to initial recommendations to ensure a comprehensive capture of the magnitude and format of that data. Decisions related to the data migration will be made based on PRDE business requirements and Proposer recommendations, and will consider system performance and scalability concerns, as well as data growth expectations. This critical student-level data includes, but is not limited to:

- a. Student demographic records
- b. Student and staff contacts
- c. Student enrollment history and attendance records
- d. Student academic history and transcript data
- e. Student health and immunization records
- f. Student subpopulation data and academic program indicator
- g. Student assessment data

The Proposer's conversion strategy must provide details regarding the Proposer's knowledge of and approach to software conversion (the technological transition) and data conversion (automated and manual conversion of existing and historical data), including:

- Approach: Activities, timeline, roles, responsibilities and contingencies
- Process: Electronic file conversion and manual data conversion processes (specifying when each is applied)
- Communication: Documentation of procedures, conversion results, validation, etc.

Upon project initiation, the Proposer will be required to provide a comprehensive software and data conversion plan to guide PRDE through a structured and seamless transition. This transition plan must:

- Include the identification of data, location of data, extraction of data, cleansing of data, movement of data, and validation of data into the new solution.
- Describe all related tasks, preparatory actions, required resources, time frames, work products and success criteria for the conversion.
- Provide recommendations and definitions for data types to be in scope for the conversion and direct PRDE on how to assess the integrity of the student data flagged for migration, with the understanding that the findings of this assessment may impact the initial data conversion plan.

PRDE expects that all data must pass consistency and audit checks prior to final data conversion into the production environment, with inconsistencies documented and resolved. The data conversion process may need to be replicated and modified until the conversion of the data into the new solution meets PRDE standards.

#### 4.3.3 Security

Given the highly sensitive personal student, family, and staff data housed within this system, it is imperative that this solution provide a highly reliable, secure data input, storage, and access environment. As such, the Proposer should include detail documenting their approach to meeting the following security needs, at minimum; please see attachment for more detailed specifics, as the list below is a high-level summary that is not intended to be comprehensive:

- Information security policies and procedures, including PCI and HIPAA compliance
- Risk assessment
- Legal compliance
- Identify and access management, including an employee self-password reset function and a system for responding to employee employment changes (termination, change in role, etc.)
- Strict protections on confidentiality of all student information
- Security monitoring, network defense and host intrusion prevention systems, and data loss prevention
- Secure disposal
- MS Azure AD Integration

## SECTION 5: EVALUATION AND SELECTION

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This section describes the overall proposal and selection process that PRDE intends to follow with respect to this RFP.

## 5.1 EVALUATION COMMITTEE

An Evaluation Committee is being appointed by the Secretary of Education to review proposals and select one Proposer. The Evaluation Committee could be assisted by a team of technical advisers, system users from across the schools, regions, and central office and such other resources as the committee deems helpful and/or appropriate to review available and scalable solutions. These users may support in evaluating the solution's capabilities to meet the functional and technical requirements outlined in this RFP, along with evaluating the Proposer's ability to enable PRDE's long-term vision of an integrated data ecosystem centered on the student.

## 5.2 EVALUATION CRITERIA AND PROPOSER SELECTION

The Evaluation Committee will apply the criteria and weights established by PRDE below for each Category of Services established in this RFP. The criteria and weights may be amended by PRDE or Evaluation Committee if either deems it to be in the best interest of PRDE.

The Evaluation Committee will evaluate each category of service using the following criteria and weights:

EVALUATION CRITERIA:	WEIGHTS
<b>Bilingual capabilities:</b> The provision of key end-user interfaces, training and materials, and ongoing customer support in both English and Spanish. This criterion is foundational; any Proposer unable to meet this requirement will be disqualified.	Yes / No
<b>School system experience:</b> Past performance in other contracts with school systems of comparable scope and size to PRDE with similar student populations; a proven record successfully of adapting to a complex educational environment. This criterion is foundational; any Proposer unable to meet this requirement will be disqualified.	Yes / No
<b>Product functionality:</b> Quality and responsiveness of proposed products, to the specific requirements of the RFP, including minimum device and software functionalities and flexibility to address varying user profile needs and methods of data collection	25%
<b>Training and services (implementation and ongoing):</b> Quality and responsiveness of proposed training and services, to the specific requirements of the RFP, including training/support, security, data integrity, and data conversion needs, as well as Service Level Agreements	25%
<b>Approach to integration:</b> The ability of a single Proposer to provide multiple solutions, or outline a clear and actionable approach to creating an interoperable, integrated PRDE management ecosystem	15%
<b>Experience:</b> Ability of Proposer to deliver proposed equipment and services based on years of experience in the Proposer's industry and economic capacity and stability.	20%
<b>Credentials:</b> Past performance on other contracts of comparable scopes and size to PRDE.	5%
<b>Pricing:</b> Price of equipment and services*	10%
<b>Total</b>	<b>100%</b>

### 5.3 NOTICE OF DEPARTMENT'S SELECTION; REQUESTS FOR REVIEW

A written Notice shall be sent by certified mail to all the selected Proposers who submit a proposal under this RFP. The Notice may include a summary of all Proposer pricing, a summary of the Evaluation Committee records voting record, the reasons the winning Proposer(s) was/were selected, the reasons losing proposals were not selected (including any Proposer disqualifications), and such other information as shall be deemed necessary or appropriate by the Evaluation Committee. Copies of the Notice shall also be mailed to all other Proposers that submitted proposals in response to this RFP. The selected Proposer must, within 3 business days return a signed copy of the Notice to the Department indicating acceptance of their selection.

Award revisions will be governed by the dispositions of the Law of Uniform Administrative Procedures (Law 38 of June 30, 2017, as amended). Any proponent adversely affected by this decision may file a request for reconsideration with the PRDE within twenty (20) days of notification. The PRDE must consider the request for reconsideration within thirty (30) days of its filing date (30-day period may be extended once for an additional 15 days by PRDE). If the PRDE does not issue a response to the request for reconsideration within such 30-day period (or 45-day period if the once-time extension is triggered by the PRDE), said request will be deemed to have been rejected. The proponent may file an appeal brief for judicial review of PRDE's final decision with the Puerto Rico Appellate Court within 20 days from the earlier of: (i) the date of the notification of the postmark on the envelope containing PRPB's final decision on the proponent's request for reconsideration or (ii) the date that the request for reconsideration is deemed to have been rejected. Proponents who fail to file requests reconsideration or for judicial review within the periods indicated herein waive their right to contest an award. The filing of an appeal before the Appellate Court will not stay the award proceedings.

The Notice of award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the PRDE and the successful Proponent. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable PRDE is executed. If the successful Proposer fails to negotiate and execute a contract with the PRDE, the PRDE may revoke the award and award the contract to the next highest ranked vendor or withdraw the RFP. The PRDE further reserves the right to cancel the Notice of Award at any time prior to the execution of a written contract.

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**SECTION 6: GENERAL TERMS AND CONDITIONS**

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**6.1 REGISTRATION WITH THE PUERTO RICO GENERAL SERVICES ADMINISTRATION.**

All Proposers must be registered in the General Services Administration's Registry of Eligible Government Providers (Registro Único de Licitadores, "RUL"). The Certificate of Registration should be included in the proposal package or, at the latest, two weeks before project commencement.

**6.2 PROPOSAL BID BOND**

Proposers are required to include a proposal guaranty bid bond in an amount equal to 15% of the Proposer's contract pricing.

**6.3 SERVICE WARRANTY**

The Proposer shall represent and warrant in the contract that it can and will perform, or cause the services to be performed, in strict accordance with the provisions and requirements of the contract. The services will be performed in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such services shall be in compliance with all applicable laws, rules, regulations or orders. Subject to the Guaranteed On-Site Initial Response Time and Guaranteed Repair and Replacement Times, if PRDE notifies the Proposer, or if the Proposer becomes aware of any non-performance, error or defect covered by the foregoing warranties, the Proposer shall, at its own expense, promptly (but in no event later than thirty (30) days after written notification by PRDE) correct such non-performance, error or defect. Any repair or replacement of services, or any portion thereof, will be automatically warranted as provided herein. The Proposer will assign to PRDE any third-party warranties Proposer receives in connection with any services performed under the contract.

**6.4 DOCUMENT SIGNATURES**

Proposer proposals and contracts are to be signed on behalf of the Proposer by an authorized representative of the proposing entity, stating signer's official relation to, or position with, the Proposer. Signatures shall be written in ink. Signatures with rubber stamps, typewriter, computerized or in pencil will not be acceptable.

**If the Proposer is a partnership, the proposal must be signed by a partner with his or her title noted thereon. If the Proposer is a corporation, the proposal must be signed by an officer of the corporation and be accompanied by a corporate resolution authorizing the individual to sign the proposal and to enter into a contractual agreement on behalf of the corporation. The corporate resolution must also specify the state of incorporation. Unsigned proposals will be rejected and disqualified.**

## 6.5 CONTRACT REQUIREMENT

Each Proposer agrees that if selected, the Proposer will enter into a written contract with PRDE pertaining thereto. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section 6 and in Section 7 of this RFP, respectively. All general and specific terms and conditions are subject to change by PRDE's legal counsel. In the event PRDE and any Proposer fail to enter into a contract, the Proposer's approval for award will be revoked by PRDE.

## 6.6 CONTRACT TERM

PRDE intends to award one-year contract with two one-year options to renew, to one (1) Proposer for the equipment and services requested in this RFP. The initial term of the contract is expected to commence on or around April 30th, 2019 ("Effective Date") and end on or around May 1st, 2020, unless terminated earlier. In accordance with Section 1.6 of this RFP, PRDE reserves the right to award a shorter-term agreement and/or to include additional voluntary contract renewal options.

## 6.7 PERFORMANCE BOND

Proposers that are awarded contract pursuant to this RFP shall be required to submit a performance bond by a surety company authorized to do business in the Commonwealth of Puerto Rico in an amount equal to 25% of the contract total, and for any contract renewal period. The performance bond may also be in the form of an irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or a money order or certified check issued by a bank in Puerto Rico. Money orders and certified checks must be issued to the Commonwealth of Puerto Rico Secretary of Treasury. The performance bond shall be maintained by the Proposer during the entire term of the contract and any extensions or renewals thereof.

## 6.8 PROPOSER COMPENSATION

Compensation for services performed under the contract shall not exceed the maximum compensation authorized by PRDE therein. PRDE agrees to pay the Proposer the contract compensation for the equipment and services delivered during the term of the contract.

Payment of compensation shall be based on actual services performed and equipment delivered during the term of the contract. PRDE shall not be obligated to pay for any services not performed or equipment not delivered in compliance with the contract. In the event of early termination of the contract, PRDE shall only be obligated to pay the compensation due up to the date of termination, unless otherwise agreed by PRDE as specified in the immediately preceding paragraph. In no event shall PRDE be liable for any costs incurred or services delivered after the effective date of termination as provided herein.

## 6.9 CONTRACT PRICE ADJUSTMENTS

Subject to potential reductions outlined below, it is expected that the prices submitted shall remain firm for the entire contract term and all extension periods (if any), as stated above. Adjustments to the total compensation payable under the contract shall be subject to the following terms and conditions:

- Price Reductions; Service Reductions. PRDE reserves the right to amend its contract with the selected provider to take advantage of lower prices that may be available during the term of the contract. In addition, if at any time during the term of the contract, the service provider offers comparable services to other customers at lower rates than charged under its contract with PRDE, the provider is required to extend the reduced rates to PRDE. PRDE further reserves the right to reduce services at any time during the term of the contract, without penalty or fee.

## 6.10 CONTRACT TERMINATION; EVENTS OF DEFAULT

### 6.10.1 Termination for Convenience or to Protect the Public Interest.

If at any time during the Term of the contract, PRDE determines, in its sole discretion, that the services provided by Proposer are no longer in its best interest, PRDE may terminate the contract on thirty (30) calendar day's written notice to Proposer. Further, PRDE may terminate the contract if PRDE determines that the termination is necessary for the protection of the public interest. In either instance, PRDE will not pay any early termination charges under the contract.

### 6.10.2 Suspension of Services.

Upon ten (10) days prior written notice from PRDE to the Proposer, PRDE may request that Proposer suspend services in whole or part. The Proposer shall promptly resume performance of services upon written notice from PRDE.

### 6.10.3 Proposer Events of Default.

Events of default ("Events of Default") include, but are not limited to, the following:

- A. Any material misrepresentation by Proposer in its response to the RFP or the contract;
- B. Breach of any material agreement, representation or warranty made by Proposer in the contract;
- C. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract
- D. Default by Proposer under any other agreement Proposer may have with PRDE;
- E. The directors or officers of the Proposer are indicted for the commission of any felony or any misdemeanor that implies corruption or moral depravation, or for any crime against the public treasury, faith or function or that involves public property or funds;
- F. If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
- G. Failure to maintain insurance as required under the contract;

- H. An assignment by the Proposer for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

#### 6.11 DEPARTMENT REMEDIES

The occurrence of any Event of Default which Proposer fails to cure, or cause to be cured, within thirty (30) calendar days after receipt of written notice given in accordance with the terms of the contract specifying the Event of Default, or if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Proposer fails to commence, or cause to be commenced, and continue diligent efforts to cure or cause said Event of Default to be cured, in the sole opinion of PRDE, PRDE may declare the Proposer in default, and give the Proposer written notice of PRDE's intent to terminate the contract, effective as of the date specified in the notice. After giving written notice to the Proposer, PRDE may invoke any or all of the following remedies:

1. Take over and complete the services or any part thereof, either directly or through others. Proposer shall be liable to PRDE for any excess costs incurred by PRDE. Any amount due the Proposer under the contract any other agreement Proposer may have with PRDE may be offset against amounts claimed due by PRDE in exercising this remedy;
2. Terminate the contract, effective at a time specified by PRDE, in whole or in part, as to any or all of the services yet to be performed and/or if required;
3. Suspend services during the thirty (30) day cure period if the default results from an action or failure to act by Proposer which affects the safety or welfare of students or PRDE staff;
4. Seek specific performance, an injunction or any other appropriate equitable remedy;
5. Receive from Proposer any and all damages, including money damages, incurred as a result or in consequence of, an Event of Default;
6. Withhold all or part of Proposer's compensation under the contract.
7. Any other legal remedy available to PRDE.

#### 6.12 NO WAIVER

No delay or omission, or series of delays or omissions, by PRDE to exercise any right under the contract shall be construed as any type of waiver of any right of PRDE under the contract or the right to declare an Event of Default in the future. The remedies under the terms of the contract are not intended to be exclusive any other remedies provided, and each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The parties acknowledge that this right is solely for the benefit of PRDE and if PRDE permits the Proposer or any of its subcontractors to continue to provide services despite one or more Events of Default, the Proposer is not relieved of any responsibilities, duties or obligations under the contract.

### 6.13 **TURNOVER OF DOCUMENTS AND RECORDS**

Upon demand by PRDE following termination of the contract for any reason, or following the expiration of the contract by its terms, Proposer shall turn over to PRDE or its designee within ten (10) business days of demand, all materials, supplies, equipment owned, or purchased by PRDE, completed or partially completed work, analyses, data, computer disks, documents, reports and any other information pertaining to the contract or the performance or furnishing of services, whether prepared by the Proposer or its subcontractors.. The Proposer shall cause its subcontractors to undertake the same obligations agreed to by Proposer under the contract.

### 6.14 **WORK QUALITY ASSURANCE**

The Proposer is responsible for the quality of the work and activities of each of its staff and subcontractors, including without limitation, compliance with the terms of the contract. The Proposer shall retain and utilize sufficient resources to assure the most effective and efficient performance of services and shall utilize professionals licensed to practice the applicable profession, as required by law or by the contract. The Proposer shall use efficient business administration methods and perform the services in the best way and in the most expeditious and economical manner consistent with the best interests of PRDE, so as to ensure, among other things, that the services are performed at a reasonable cost to PRDE and that the services performed by other entities or persons in connection with the contract are also efficiently and cost-effectively delivered.

### 6.15 **RECORD RETENTION**

The Proposer shall furnish PRDE with such information as may be requested relative to the detailed services and the delivery and cost of services. The Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's services under the contract for at least six (6) years after the last day of the delivery of services under the contract, or any renewal period. All such information shall be subject to inspection and audit by PRDE, or their agents or representatives. The Proposer shall assume responsibility for its subcontractors' compliance with the requirements on document retention. The Proposer shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing PRDE or their Proposers the same right to inspect and audit said records.

Selected Proposer must maintain appropriate and sufficient documentation to show evidence of compliance with federal, state and local regulations. It is the responsibility of the contractor to retain all financial and program records in an auditable manner to be accessed and provided to the United States PRDE of Education (USED), Puerto Rico PRDE of Education (from now refer to as PRDE), Puerto Rico Budget and Management Office (OGP from the Spanish abbreviation), the Puerto Rico Comptroller's Office, or their designees at any time.

All accounts, records and other supporting documentation pertaining to all costs incurred shall be maintained for six (6) years from the last program activity, typically the submission of the final project disbursement report, or until the end of any investigation, monitoring or audit, whichever period is longer.

Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include but are not limited to: invoices with check numbers verifying payment, and/or bank statements; time and effort logs for staff, salary/benefits schedules for staff.

#### 6.16 INTELLECTUAL PROPERTY

The awarded entity is subject to the following additional provisions:

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this RFP shall become the exclusive property of the Puerto Rico Government and may be copyrighted, patented or otherwise restricted as provided by Puerto Rico or federal law. Neither the recipient nor any individual employed shall have any proprietary interest in the product.
- b. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," recipient shall immediately assign to PRDE all copyrights subsisting therein for the consideration set forth in the RFP and with no additional compensation.
- d. PRDE shall have full and complete ownership of all software developed pursuant to the RFP including without limitation:
  - The written source code;
  - The source code files;
  - The executable code;
  - The executable code files
  - The data dictionary;
  - The data flow diagram;
  - The work flow diagram;
  - The entity relationship diagram; and
  - All other documentation needed to enable PRDE to support, recreate, revise, repair or otherwise make use of the software.

#### 6.17 CONFIDENTIAL INFORMATION, DISSEMINATION OF INFORMATION, OWNERSHIP, SURVIVAL

- A. Confidential Information. During the performance or delivery of services to PRDE, the Proposer may have access to or receive certain information that is not generally known to others ("Confidential Information"). The Proposer will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the contract ("Work Product") without the prior written consent of PRDE. The Proposer shall use at least the same standard of care in the protection of the Confidential Information of PRDE as Proposer uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
- B. Dissemination of Information. The Proposer shall not disseminate any information obtained in the performance or delivery of services for PRDE to a third party without the prior written consent of PRDE. Proposer shall not issue publicity news releases or grant press interviews



during or after the performance or delivery of the services without the prior written consent of PRDE. If Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in the Proposer's possession, the Proposer shall immediately give notice to PRDE and its legal counsel, with the understanding that PRDE shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. The Proposer will cause its personnel and subcontractors to undertake the same obligations of confidentiality agreed to by Proposer under the contract.

- C. Ownership. The Proposer agrees that, to the extent permitted by law, any work product created specifically for PRDE under the contract ("Work Product"), shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* All Work Product and Confidential Information shall at all times be and remain the property of PRDE. The Proposer will execute all documents and perform all acts that PRDE may request in order to assist PRDE in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to PRDE upon demand at any time and in any event, shall be promptly delivered to PRDE upon expiration or termination of the contract within ten (10) business days of demand. In addition, the Proposer shall return PRDE's data in the format requested by PRDE.
- D. Injunctive Relief. In the event of a breach or threatened breach of paragraphs A, B, and/or C above, the Proposer acknowledges and agrees that PRDE would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Proposer agrees that PRDE shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that PRDE may have in equity, or by law or statute.
- E. Survival. The provisions of the contract pertaining to Confidential Information, dissemination of information and ownership shall survive the termination or expiration of the contract.

#### 6.18 REPRESENTATIONS AND WARRANTIES OF THE PROPOSER

The Proposer represents and warrants that the following shall be true and correct as of the date of the contract and shall continue to be true and correct (as may be modified from time to time subject to PRDE approval) during the Term of the contract:

- B. Financially Solvent. The Proposer, and each of its subcontractors, is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all services and perform all obligations under the Proposer's proposal(s) and contract. The Proposer also warrants that neither it nor any of its subcontractors owe any non-tax debt to the state or federal government.

C. Compliance with Laws.

1. Compliance with False Claims Act. The Proposer agrees to comply with all aspects of the Federal False Claims Act which, in general, prohibits: (i) knowingly presenting, or causing to be presented to the Government of the United States a false claim for payment; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the Government of the United States; (iii) conspiring to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certifying to the United States the type or amount of property to be used; (v) certifying receipt of property on a document without completely knowing that the information is true; (vi) knowingly buying property of the Government of the United States from an unauthorized officer of the Government of the United States, and, (vii) knowingly making, using, or causing to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.
  
2. Compliance with Other Laws. The Proposer guarantees and certifies that the execution of the contract and the performance of services under the contract, shall be accordance with each of the following laws, as may be applicable:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60),
  - b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3),
  - c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), and
  - d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) (as supplemented by Department of Labor regulations (29 CFR Part 5)).
  
3. **COMPLIANCE WITH ACT 151 OF 2004 AND ATI POLICIES.** Proposer hereby agrees and certifies that all products and services rendered under the Contract will comply with Puerto Rico Act 151 of 2004 (Ley de Gobierno Electrónico (Electronic Government Act)) and with all applicable policies issued by the **Puerto Rico Office of Management and Budget's Area of Information Technology**, including, without limitation, the dispositions of ATI Policy ATI-017. Pursuant to OMB's Policy ATI-017 Proposer shall document all phases of the development of any software, customization or programming provided under this Agreement. Contractor shall provide all pertinent source codes of the software or programming developed hereunder. Source Codes shall be delivered in electronic form in the Department's servers or back-up systems in testing and production environments, as well as in a physical media such as a CD, DVD or USB. Contractor's documentation will include standard or common development methodology and documentation.

Contractor hereby agrees that any design, model, software, programming or product developed under this Agreement shall become the intellectual property of the Government of Puerto Rico, who shall have absolute rights over such property. Contractor shall have no intellectual property rights or otherwise over the products and the documentation. Therefore, the product may be used by any other Government Agency without additional payment to Contractor.

Furthermore, during any warranty period or if Contractor's services are engaged for maintenance of the product, Contractor shall supply the Department with up to date documentation of the SIS.

- D. Unemployment Insurance and Social Security. The Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases, or that it has a payment plan for payment of those obligations and is complying with such plan.
- E. No Indictments or Convictions. The Proposer certifies that it has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not engaged in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the United State of America and Commonwealth of Puerto Rico. The Proposer shall notify PRDE of any indictment or conviction for any crime against the public treasury, faith or function or that involves public property or funds during the Term of this Agreement.
- F. Good Standing. The Proposer and each of its subcontractors are not in default or have not been deemed by PRDE to be in default under any other agreement with PRDE during the five (5) year period immediately preceding the date of the contract.
- G. Code of Ethics. The Proposer agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Anticorruption Code of the Government of Puerto Rico, Law Number 1 of January 4, 2018. In conformity with the laws and the norms that govern the contracting of services, the Proposer is aware and warrants that no services will be rendered under the contract until it has been signed by both parties. Proposer further agrees and warrants that no services will be rendered under the contract after it has expired or been terminated. Services rendered in violation of this clause will not be paid, and any officer of PRDE that requests and accepts services from the Proposer in violation of this clause, is without legal authority to so.
- H. Authorization. The Proposer has taken all action necessary for the approval and execution of the contract, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the contract which shall constitute valid, binding obligations of the Proposer.
- I. No Intellectual Property Infringement. That in performing the services, neither the Proposer nor any of its subcontractors will violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and services

that it furnishes to PRDE under the contract and can grant or assign all rights granted or assigned to PRDE pursuant to the contract.

- J. No Legal Actions Preventing Performance. As of the date of the contract, Proposer has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Proposer's ability, or the ability of its subcontractor(s) to perform its obligation under the contract.
- K. No Conflict with Other Government Contracts. The Proposer represents and warrants that the services to be rendered to PRDE pursuant to another contract, if any, subscribed with the Commonwealth of Puerto Rico are not in conflict with the services to be rendered under the contract. The Proposer further represents and warrants that it does not have any contractual relationships with any other parties that would hamper or impede its ability to perform its duties and obligations under the contract.

**6.19 NO OTHER RIGHTS LIMITED**

Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to PRDE under the law and the contract.

**6.20 GIFTS AND GRATUITIES PROHIBITED**

No gift, gratuity, offer of employment or other item of value was offered or made by the Proposer or to the best of Proposer's knowledge, by or to any subcontractors, or any of its employees, agents or subcontractors as an inducement for the award of services under the contract.

**6.21 EMPLOYMENT RESTRICTIONS**

During the Term of the contract, and during one (1) full year following the termination or expiration of the same, neither of the contracting parties shall hire as an employee or full time contractor or subcontractor, any employee of the other party.

**6.22 MANUFACTURER WARRANTY**

Proposer shall assign to PRDE the benefits of any manufacturer warranty of the products and shall cooperate with PRDE in securing any and all remedies of such warranty for the benefit of PRDE.

**6.23 INDEPENDENT CONTRACTOR**

It is understood and agreed that the relationship of Proposer to PRDE is and shall continue to be that of an independent contractor. Neither Proposer nor any of Proposer's staff, agents, employees or subcontractors shall be entitled to receive PRDE employee benefits. It is further understood and agreed that PRDE shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Proposer, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Proposer shall

be the sole responsibility of Proposer. The Proposer agrees that neither Proposer nor its staff or subcontractors shall represent themselves as employees or agents of PRDE. The Proposer shall provide PRDE with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

#### 6.24 INDEMNIFICATION

The Proposer agrees to defend, indemnify and hold harmless PRDE, and its respective PRDE members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out any of the following:

- (i) negligent or willful acts or omissions of the Proposer, its officials, agents, employees and/or subcontractors in the performance of the contract;
- (ii) failure of Proposer or its subcontractors to comply with applicable law;
- (iii) actual or asserted violation or infringement of any domestic or foreign patents, copyrights or trademarks or other intellectual property, or any improper use of confidential information or other proprietary rights that may be attributable to Proposer or any subcontractor in connection with the services;
- (iv) claims by any Government agency as a result of a failure by Proposer or any subcontractor to pay taxes;
- (v) failure of contractor to make payments to any subcontractor in accordance with the respective subcontract; or
- (vi) personal injury to, illness or death of any person, or damage to or destruction of property of any person in any way arising out of or resulting from or related to the services to the extent caused by Proposer or any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The Proposer shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against PRDE in any such action, the Proposer shall, at its own expense, satisfy and discharge such obligation of PRDE. PRDE shall have the right, at its own expense, to participate in the defense of any suit, without relieving the selected Proposer(s) of any of its obligations hereunder. PRDE retains final approval of any and all settlements or legal strategies, which involve the interest of PRDE.

If Proposer, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, PRDE may (without further notice to Proposer) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Proposer, subject to the right of Proposer to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by PRDE in

these circumstances shall be borne by Proposer and Proposer shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while PRDE was represented by counsel retained by PRDE pursuant to this paragraph, or while Proposer was conducting the defense.

The indemnifications set forth herein shall survive the expiration or termination of the contract.

#### 6.25 **NON-LIABILITY OF PRDE OFFICIALS**

The Proposer agrees that no PRDE member, employee, agent, officer or official shall be personally charged by Proposer, its members if a joint venture, or any subcontractors with any liability or expense under the contract, or be held personally liable under the contract to Proposer, its members if a joint venture, or any subcontractors.

#### 6.26 **INSURANCE REQUIREMENTS**

The Proposer, at its own expense, shall procure and maintain insurance for all operations under the agreement, whether performed by Proposer or by subcontractors. The Proposer shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are included in Tab 10 of this document.

#### 6.27 **NON-DISCRIMINATION**

During the Term of the contract and any extension or renewal thereof, the Proposer shall not fail or refuse to hire or discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, handicap, marital status, parental status, military discharge status, or national origin. It is also an unlawful employment practice for Proposer or any of its members to subject any PRDE employee, applicant, participant, student or volunteer to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

#### 6.28 **ASSIGNMENT OF CONTRACT**

The contract shall be binding on the parties and their respective successors and assigns; provided, however, Proposer may not assign the any of its obligations imposed thereunder without the prior written consent of PRDE.

**6.29 ENTIRE AGREEMENT; AMENDMENTS**

The contract, including all attachments and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained therein. No modification of or amendment to the contract shall be effective unless such modification or amendment is in writing and signed by both parties.

**6.30 CONTINUING OBLIGATION TO PERFORM**

In the event of any dispute between Proposer and PRDE, Proposer shall expeditiously and diligently proceed with the performance of all of its obligations under the contract with a reservation of all rights and remedies it may have under or pursuant to the contract at law or in equity.

**6.31 SURVIVAL/SEVERABILITY**

All express representations and warranties made or given in the contract shall survive the completion of services by the Proposer or its subcontractors, or the termination of the contract for any reason. If any provision or part of the contract is held to be unenforceable, the contract shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the contract shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

**6.32 GOVERNING LAW**

The contract shall be construed in accordance with the laws and regulations of the Commonwealth of Puerto Rico and the United States of America, and any action related to the contract shall be venue solely in the local courts of Puerto Rico, in San Juan, Puerto Rico and the parties hereby irrevocably submit to the jurisdiction of its corresponding forum.

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### 6.33 CONFLICT OF INTEREST

In the performance of its services under the contract, the Proposer agrees to act in a professional and ethical manner, which includes neither having nor representing any adverse interests to PRDE. "Adverse Interests" include the representation of clients that may have or could have interests contrary to PRDE or contrary to the public policy of PRDE of Education. This duty includes the continuous obligation of disclosing to PRDE any relationship of the Proposer with clients or third persons that may constitute a conflict of interest. It shall be understood that there exists a conflict of interests when, in the compliance of any duty to third parties, the Proposer would have to undertake any acts detrimental to the best interests of PRDE, or when for the benefit of another prior, present or potential client, the Proposer would have to promote something to which it would otherwise have to be opposed, in favor of PRDE. Conflict of interest shall also consist of any conduct, which is described or recognized as such in the laws and regulations of the Commonwealth of Puerto Rico. In any case that PRDE determines that the Proposer has a conflict of interest, it will give written notice to the Proposer of such conflict and will give the Proposer thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

### 6.34 JOINT AND SEVERAL LIABILITY

In the event that Proposer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Proposer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

### 6.35 TAX OBLIGATIONS

Proposers shall be responsible for complying with applicable federal and local tax laws and regulations. Proposer shall pay all required taxes on amounts paid to Proposer under the contract, and indemnify and hold PRDE harmless from any and all taxes, assessments, penalties, and interest asserted against PRDE by reason of the Proposer's relationship, as an independent contractor, created by the contract. Proposer shall fully comply with the workers' compensation law regarding Proposer and Proposer's employees. Proposer shall indemnify and hold PRDE harmless from any failure of Proposer to comply with applicable workers' compensation laws. PRDE may offset against the amount of any fees due to Proposer under the Agreement any amount due to PRDE from Proposer as a result of Proposer's failure to promptly pay to PRDE any reimbursement or indemnification arising under this paragraph.

Proposer shall bear all taxes and duties etc. levied or imposed on Proposer under the contract on account of devices supplied and services rendered and payments received by him from PRDE under the contract.

Proposer will certify in the contract that it has complied with its federal and Puerto Rico tax obligations during the previous five (5) years, including filing income tax returns on earnings. The Proposer further certifies that it does not have any debt with the Government of Puerto Rico for said concept, nor for personal or real estate taxes or excise taxes. The Proposer specifically represents and warrants that all Puerto Rico and federal tax returns have been filed and all obligations have been paid or Proposer has a valid payment plan with which it is complying. It is explicitly recognized by



Proposer that this is an essential pre-condition to any contract or agreement and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for PRDE to not engage the services of the Proposer or to cancel any agreement entered into immediately without any further obligation to the Proposer.

**6.36 NON-APPROPRIATION**

Expenditures not appropriated by PRDE in its current fiscal year budget are deemed to be unrecognized expenditures and therefore unallowable expenses. In the event sufficient funds are not appropriated in a subsequent fiscal year by PRDE for performance under the contract, PRDE shall notify Proposer and the contract shall terminate on the last day for the fiscal period for which funds were appropriated. In no event shall PRDE be liable to Proposer for any amount in excess of the then current appropriated amount.

**6.37 FORCE MAJEURE**

Neither the Proposer nor PRDE shall be responsible for any failure to perform due to causes beyond either's respective reasonable control (each a "Force Majeure"), including but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages.

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## **SECTION 7: SPECIFIC TERMS AND CONDITIONS**

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### **7.1 NO MULTIPLE AWARD STIPULATIONS**

Each RFP issued by PRDE shall constitute a separate and distinct solicitation, and Proposers shall not be allowed to condition their proposal and/or pricing with respect to one (1) RFP on an award of services under any other PRDE RFP. Any Proposer that attempts to make one of its proposals contingent upon the award of a contract on another proposal may be deemed non-responsive and immediately disqualified from further consideration under any proposal.

The Evaluation Committee shall contact any Proposer that submits a proposal containing such a multiple award stipulation and give them an opportunity to waive in writing said stipulation within a specified period of time following receipt of a waiver request from the Evaluation Committee. Any Proposer that fails to waive said condition or fails to respond within the specified period shall automatically be disqualified from consideration of a contract award under any proposals covered by said stipulation.

### **7.2 LIMITED PROPOSER CONFIDENTIALITY RIGHTS**

The following materials shall be collectively referred to as "Proposer Documents:" (i) proposals, (ii) pricing, (iii) correspondence (including letters, notices and emails), (iii) and any other documentation or information not clearly marked as confidential or proprietary. All Proposer Documents shall become the exclusive property of the PRDE.

Proposers shall be instructed that they may only mark or classify trade secrets and Proposer's corporate or personal financial information in their proposals (not including their price proposals) as confidential or proprietary, and that any portion of their Proposer Documents marked as confidential or proprietary that do not fall within these exceptions shall be subject to the following:

- A. Disclosure, duplication, publication, and transmission deemed by PRDE as necessary or appropriate to comply with document requests from U.S. Department of Justice, the Puerto Rico Department of Justice, any state or federal court with jurisdiction over any matter pertaining to the RFPs or Proposer proposals, any Puerto Rico legal requirement or upon request of any other governmental or administrative agency
- B. Posting on the PRDE website and/or made available for inspection by participating Proposers.

Proposers shall also be advised that PRDE may seek indemnification from Proposers for any liability, loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of confidentiality markings or conditions in proposals.

### **7.3 UNAUTHORIZED COMMUNICATIONS BETWEEN A PROPOSER AND PRDE**

During the RFP process any and all communications, questions, discussions or exchange of information to be had between Proposers and the PRDE shall be conducted exclusively as indicated in this RFP. Any ex-parte communications between a Proposer and an employee of the PRDE shall be grounds for immediate disqualification of the Proposer and the Proposer shall not be able to continue participating in the process.

#### 7.4 PROPOSER DISQUALIFICATION DUE TO EVIDENCE OF COLLUSION

The Evaluation Committee shall have the ability to disqualify any Proposer in instances where there is proof of collusion or other misconduct with respect to the RFP process.

#### 7.5 PROPOSER AND WARRANTIES

Proposer represents and warrants that it shall provide PRDE with truthful and accurate information about its invoices promptly upon request by the PRDE. Proposer also represents and warrants that it has carefully identified components of the services. Further, through internal audit and review of the services rendered during the Term of the contract, Proposer represents and warrants that it will ensure that the services and products being provided through PRDE are limited to services and products requested and authorized under the contract and the RFP.

#### 7.6 INVOICING AND RETAINAGE

Throughout the term of the contract and subject to Retainage as described below, Proposer will invoice monthly PRDE only for the cost of products and services approved by PRDE provided pursuant to this RFP. PRDE may request on-line invoicing and use of specific formats as may be required by the Puerto Rico Treasury Department.

The Department shall withhold as "Retainage" an amount equal to ten percent (10%) of each payment of an invoice under the agreement. Retainage shall be released upon final acceptance of the SIS and final payment. The Department shall offset any amount due and payable from Proposer to the Department, including liquidated damages, against any amount due and payable to Proposer, including Retainage.

#### 7.7 PROPOSER PERFORMANCE

During the Term of the contract, Proposer shall complete all of its obligations to the PRDE under the contract within the time for performance. The time for performance shall commence from the issuance of the PRDE's purchase order and end by the service delivery deadline, unless the PRDE agrees to an extension in its sole and absolute discretion, or such other date as may be authorized by the PRDE. If Proposer's failure to complete its obligations under the contract by the service delivery deadline, Proposer nonetheless remains liable to complete all obligations under the contract at no additional cost to the PRDE. Proposer also shall be liable to the PRDE for liquidated damages for delay or for its failure to perform the work for its failure to complete all of its contract obligations by the service delivery deadline, pursuant to the terms and conditions of this RFP and the SLAs.

#### 7.8 EXCLUSION OF LIABILITY

The PRDE shall have no liability for the payment of invoices, costs, charges or fees billed by Proposer or its subcontractor(s) for:

- A. Costs of services not authorized in writing by the PRDE;
- B. Costs related to upgrading, maintaining or programming billing systems to meet the PRDE's requirements;

C. Costs related to reimbursement of legal expenses in order to provide the services to the PRDE.

#### 7.9 ACCOUNT MANAGEMENT

Proposer shall provide an account manager as a single point of contact for all issues and reporting under the contract. Proposer shall also provide reporting tools related to the PRDE's purchasing of services from the Proposer.

#### 7.10 PROPOSER NOT AN AUTHORIZED REPRESENTATIVE OF PRDE

Proposer understands and agrees that Proposer is not an authorized representative of the PRDE and that all PRDE decisions and actions must be made by authorized PRDE employees.

#### 7.11 KEY PERSONNEL AND SUBCONTRACTORS

Any key personnel of the Proposer or any of its subcontractors assigned to provide services to PRDE and who are listed in the contract ("Key Personnel") will continue to provide services to PRDE for the Term of the contract, unless PRDE requests that the Key Personnel be removed or if the Key Personnel resigns or is dismissed, or upon loss/removal of a Key Personnel due to illness, disability or death. Proposer shall notify PRDE promptly after any Key Personnel resigns or is dismissed, or upon loss or removal of any Key Personnel due to illness, disability or death. Before the assignment of any Key Personnel or the replacement of any Key Personnel, Proposer will provide PRDE, upon PRDE's written request, with the resume of the prospective Key Personnel, an opportunity to interview such individual or individuals, and will obtain the written consent of PRDE's authorized representative to the assignment of such individual as a Key Personnel.

Key Personnel assigned to perform Proposer's obligations under the contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Proposer is engaged and shall have sufficient knowledge of PRDE's practices and areas of expertise, to enable them to perform their duties and responsibilities under the contract. If PRDE requests that Proposer remove any Key Personnel assigned to PRDE's account, the parties will attempt to resolve PRDE's concerns on a mutually agreeable basis. If the parties have not been able to resolve PRDE's concerns within fifteen (15) business days of receipt of written notice of requested removal from PRDE, Proposer will remove such Key Personnel from PRDE's account and provide a replacement in a timely manner.

Proposer shall not allow any of its employees or subcontractors to have direct regular contact with a PRDE student until the Proposer shall have obtained certifications of good conduct and negative certifications from the sexual offenders registry for said employees or subcontractors. If requested, Proposer shall also, at its own cost and expense, conduct fingerprint-based criminal history records check on any and all employees, agents and subcontractors who may have direct, regular contact with a student under the contract.

Proposer shall furnish PRDE with a copy of all subcontracts within five (5) days after PRDE's request.

## 7.12 GENERAL SAFETY GUIDELINES

- A. Proposer shall be solely responsible for safety in performing the services. Proposer shall adhere to any and all safety related requests by PRDE and PRDE's designated representatives, including submission, upon the request of PRDE, a copy of Proposer's safety manual.
- B. Proposer, both directly and indirectly through its subcontractors, shall continuously protect PRDE's property and adjacent property from damage, injury, or loss arising in connection with operations under the contract. Proposer shall make good any such damage, injury, or loss. Proposer is responsible for school site security.
- C. Proposer, both directly and indirectly through its subcontractors, shall take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.
- D. Proposer shall comply with all applicable laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents, including all safety rules and regulations adopted by PRDE. Proposer, and its subcontractors shall cooperate with any other contractor that may be performing work on a site; such compliance shall include, but be not limited to, OSHA compliance and safety efforts.
- E. In an emergency affecting the safety of life or adjoining property, Proposer, without special instructions or authorization from PRDE, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- F. Proposer shall protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed. If the items are damaged by Proposer or its subcontractors, Proposer shall make all necessary repairs to or replacements of them at no cost to PRDE.
- G. If, in the opinion of PRDE, the performance of the Services endangers adjoining property or persons, upon written notice from PRDE to the Proposer, the services and installations shall be stopped, and the method of operation changed in a manner acceptable to PRDE. Proposer acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that service delivery schedules may be postponed as a result thereof.

## 7.13 INVESTMENT IN PUERTO RICAN INDUSTRY

The Proposer that qualifies for the benefits under the "Act for Investment in the Puerto Rican Industry" (PR Act No. 14-2004) shall indicate the discounted total costs upon application of the corresponding investment parameter on an additional column on the Price Proposal Form. The information provided shall coincide with the content of the Resolution by the Board for the Investment in the Puerto Rican Industry. **A copy of such Board Resolution shall be included in the Proposal.**

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**SECTION 8: PRICING**

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Please use Form 2 of Appendix II attached to this RFP to provide a detailed breakdown of both the initial implementation cost in the first year, through full implementation and training, as well as the annual subscription and maintenance costs at steady state. For purpose of price proposal comparison, the total cost as set forth should also include the method by which the cost was derived. The cost for each year shall include all related and associated items necessary. Break out and show separately all costs for each year, including:

- A. Annual license fee with the respective discount
- B. Manufacture list off hardware and the respective discount off list price
- C. Manufacture list off software and the respective discount off list price
- D. Manufacture list off annual maintenance of hardware and the respective discount off list price
- E. Manufacture list off annual maintenance of software and the respective discount off list price
- F. Installation cost hourly rate and the respective discount off list price

The Proposer should modify and adjust Form 2 template as needed, provided all PRDE pricing requirements are met.

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## **SECTION 9: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS**

### **9.1 PROPOSAL PREPARATION**

Proposals are to be prepared in conformance with all the instructions, guidelines, conditions and requirements stated in this RFP. Proposers are expected to examine all documents, schedules and requirements (explicit and implicit) in their entirety and respond to them completely and accurately. Failure to conform to any RFP condition will be entirely at the Proposer's risk and may render the corresponding proposal non-responsive.

Proposals must include screen images of key user interfaces.

The RFP process is for PRDE's benefit only and is intended to provide PRDE with the information necessary to support the evaluation and selection of the required items. All decisions regarding a particular proposal's level of compliance, evaluation, terms and conditions will be made solely at PRDE's discretion and made to favor PRDE.

Proposers that timely file Letters of Intent are eligible to submit proposals in response to the RFP referenced in their Letters. Proposals must be submitted by the deadlines established in the RFPs. The Evaluation Committee will not consider any proposals received after the deadline.

Each Proposer shall be responsible for all of the costs associated with the preparation and delivery of the Proposer's proposal, and shall not, under any circumstances, be entitled to collect proposal preparation or delivery charges from the PRDE (even in the situation where an RFP is canceled).

### **9.2 PROPOSAL FORMAT**

Proposer proposals shall be in the format and submitted in the quantities specified on the cover of this RFP and contain the submittals specified in **APPENDIX II** (Proposal Submittal Checklist) attached to this RFP. The failure of a Proposer to comply with the quantity and format requirements may result in said Proposer being deemed non-responsive.

### **9.3 PROPOSAL SUBMITTALS**

Each proposal shall include the submittals outlined in this section. For convenience and reference, a Proposal Submittal Checklist is included in **APPENDIX II** (Proposal Submittal Checklist) attached to this RFP. Any Proposer that fails to include submittals marked "**Mandatory**" shall be automatically disqualified from consideration for a contract award. Proposer proposals responses shall include each of the following submittals:

#### **TAB 1: Cover Letter**

Proposers shall include a cover letter signed by an authorized representative of the proposer. **The cover letter must contain a commitment to provide the services described in the Proposer's proposal, and a written acknowledgement to agree to enter into a written contract with PRDE for the proposed equipment and services, if selected.** The letter shall also include a brief narrative description of the Proposer and its service offerings.

**TAB 2: Proposal Signature Page – Refer to APPENDIX II, FORM 1**

Each Proposer shall execute and deliver a Proposal Signature Page attached to this RFP as **APPENDIX II** (Proposal Submittal Forms – FORM 1) with their proposal acknowledging receipt of this RFP and RFP addenda (if any), and that Proposer has reviewed and agrees to abide by the terms and conditions set forth in this RFP and such other materials as shall be posted on PRDE's website or as otherwise specified by PRDE. **The failure of a Proposer to include a Proposal Signature Page may result in the disqualification of the Proposer from further consideration of a contract award.**

**TAB 3: Equipment, Software and Service Proposal (Mandatory)**

Each Proposer shall include in their proposal a detailed description of the equipment, software and service proposed by the Proposer.

**TAB 4: Price Proposal– Refer to APPENDIX II, FORM 2 (Sample)**

Proposers shall provide a Price Proposal. Proposers may, but are not required to, use the sample form attached as **APPENDIX II** (Proposal Submittal Forms – FORM 2) attached hereto.

Proposers shall separately identify all federal and state taxes, fees and surcharges that apply to the proposed services. If a tax or charge is based on a specific percentage, include an estimate of the total charges based on the applicable percentage. Proposer pricing shall be subject to the following terms and conditions:

1. Best Proposer Rates. Proposers are expected to propose their very best prices and to the extent possible, reflect any anticipated price reductions from technology advancements and market place efficiencies in their pricing.
2. Firm Price Commitment. Each Proposer agrees that its pricing shall remain firm and effective for 180 days from the date of submission.
3. Discounts. Proposers should clearly identify any education or other discounts being offered to PRDE and are required to apply said discount before entering line item pricing on the price proposal.
4. No Minimum Service Commitment. Proposer pricing may not be subject to, or contingent upon, a minimum service commitment by PRDE.

**TAB 5: Non-Collusion Affidavit (Mandatory) – Refer to APPENDIX II, FORM 3**

Proposers must include the Non-Collusion Affidavit attached to this RFP as **APPENDIX II** (Proposal Submittal Forms – FORM 3), with their proposals, certifying, among other things, that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal. **The failure of a Proposer to include the**



**Non-Collusion Affidavit shall result in the automatic disqualification of the Proposer from further consideration of a contract award.** The failure to comply with the Non- Collusion Affidavit requirement of this RFP cannot be cured.

**TAB 6: Proposal (Bid) Bond (Mandatory)**

Proposers shall be required to include a proposal (bid) bond with their proposal, which bid bond shall be in an amount equal to 15% of the Proposer's pricing for the first year of the contract. The proposal (bid) bond may be in one of the following formats:

- A bid bond issued by a surety company authorized to do business in the Commonwealth of Puerto Rico; The surety company must be included in the latest Federal Register (Circular 570) as accepted by the Federal Government.
- An irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or
- A money order or certified check issued to the Commonwealth of Puerto Rico Secretary of Treasury.

**Proposers who fail to include a proposal (bid) bond with their proposal shall automatically be disqualified from consideration for a contract award.** This omission cannot be cured. The Evaluation Committee shall notify Proposers disqualified for failure to comply with this requirement, and shall indicate the disqualification in the Notice of Award as the reason said Proposer was not considered for a contract award by the Evaluation Committee.

**TAB 7: Proposer Questionnaire – Refer to APPENDIX II, FORM 4**

Proposer shall include a completed Proposer Questionnaire Form; which form is attached hereto as **APPENDIX II** (Proposal Submittal Forms – FORM 4).

**TAB 8: Proposer References – Refer to APPENDIX II, FORM 5**

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX II** (Proposal Submittal Forms – FORM 5), identifying a minimum of three (3) references from programs of similar scope and magnitude for which the Proposer is currently providing services similar to the services required herein or has provided such services within the last 3 years.

Proposers shall request individuals at the references listed on Form 5 to email completed Reference Questionnaires to [SIS\\_RFP\\_de.pr.gov](mailto:SIS_RFP_de.pr.gov). Proposers will be evaluated on three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or public entities with knowledge of the Proposer's experience that is similar in nature and scope to the products and services being requested by the RFP.

References which are not received prior to the proposal response due date and time will receive a score of "0" for that reference. References outside the three (3) years will also receive a score of zero (0) points.

**TAB 9 Designation of Subcontractors – Refer to APPENDIX II, FORM 6**

Any Proposer that intends to use one (1) or more subcontractors to deliver all or part of the proposed services shall include a completed Designation of Subcontractors Form attached hereto as **APPENDIX II** (Proposal Submittal Forms – FORM 6), identifying all subcontractors the Proposer intends to use, describe their experience and skills, and the percentage of work the Proposer expects each subcontractor to perform for each service.

**TAB 10: Certificate of Insurance Coverage – Refer to APPENDIX II, FORM 7**

Evidence of current insurance coverage shall be submitted on the form attached as **APPENDIX II** (Proposal Submittal Forms – FORM 7) to this RFP. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these services.

**a. Workers' Compensation and Employers' Liability Insurance.**

Evidence of compliance with the requirements established by the Fondo del Seguro del Estado.

**b. Commercial General Liability Insurance.**

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, products and complete operations, personal injury and property damage liability, and not less than One Hundred Thousand Dollars and No/100 (\$100,000.00) for fire damage. Coverage shall be for each occurrence and shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.

**c. Automobile Liability Insurance.**

Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any contract, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**d. Technology Errors and Omissions.**

Technology errors and omissions insurance coverage in the amount of at least Two Million and 00/100 Dollars (\$2,000,000.00) covering Proposer and its employees. If insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of the contract. Subcontractors working under the contract must carry One Million and 00/100 Dollars (\$1,000,000.00).

**e. Additional Insured**

The Insurance policy shall include PRDE as an additional insured and shall provide:

- Breach of warranty
- Waiver of Subrogations Clause (Waiver and/or Release of Subrogation)
- Additional Insured Clause
- Hold Harmless Agreement
- 90 Days' Notice of Cancellation, of Material Change or Non-renewal

**f. Insurance Certificate**

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder in the contract and indicating the Additional Insured status as required therein. PRDE will not pay the Proposer for any services if satisfactory proof of insurance is not provided prior to the commencement of services.

**g. Performance Bond.**

Evidence of existence of performance bond per paragraph 6 of Section 6 (General Terms and Conditions) of shall be provided by Proposer upon signature of contract.

**h. General**

- i. All insurance policies must be issued by insurance companies authorized to do business in Puerto Rico, must have a solid financial position and be classified as "A" by the Best Key Rating Guide or be accepted by PRDE after proper evaluation.
- ii. Any failure of PRDE to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by PRDE that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements.
- iii. The Proposer's failure to carry or document required insurance shall constitute a breach of the Proposer's agreement with PRDE. Non-fulfillment of the insurance conditions may constitute a violation of the contract, and PRDE retains the right to stop services until proper evidence of insurance is provided, or the contract may be terminated. PRDE will not pay the Proposer for any services if satisfactory proof of insurance is not provided before the commencement of services.
- iv. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Proposer. Any insurance or self-insurance programs maintained by PRDE do not contribute with insurance provided by the Proposer under the contract.
- v. All subcontractors are subject to the same insurance requirements of Proposer unless otherwise specified in the contract. The Proposer shall require any subcontractors under the contract to maintain comparable insurance naming the Proposer, PRDE inclusive of its members, employees and agents, and any other entity designated by PRDE, as

Additional Insureds. The Proposer will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

- vi. The coverage and limits furnished by Proposer in no way limit the Proposer's liabilities and responsibilities specified within the contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the contract or any limitation placed on the indemnity in the contract given as a matter of law.
- vii. The Proposer agrees that insurers waive their rights of subrogation against PRDE.
- viii. Upon PRDE request, Proposer and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. PRDE reserves the right to modify, delete, alter or change insurance requirements at any time.

**TAB 11: Copy of Filed Letter of Intent – Refer to APPENDIX II, FORM 8**

Copy of executed Letter of Intent filed by Proposer on or before the filing deadline set forth on the cover page of this RFP.

**TAB 12: Disclosure of Recent Legal Actions**

List, and briefly describe, any and all legal actions and any judgments entered in the past three (3) years in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a party in an administrative action for deficient performance or a defendant in a criminal action. Proposers must also identify any lawsuits or other legal proceedings and any judgments against them, which directly or indirectly relate to any of the products or services included in their corresponding proposal in the past five (5) years. Indicate **N/A** if Proposer has not been involved in any legal actions described above.

The Proposer disclosure statement should be dated and signed by an authorized Proposer representative, and include the following representation:

The undersigned, after reasonable inquiry and investigation, has no knowledge of any action, suit, proceeding, or material claim or investigation pending or threatened against [name of Proposer] in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect [name of Proposer]'s ability, or the ability of its subcontractor(s), to perform the services described in its proposal at the prices set forth in its price proposal.

**TAB 13: Service Level Agreement**

The Proposer shall include its SLA for the services proposed in response to this RFP. The SLA shall define the levels of service expected for the various areas of service performed, divided into priorities according to importance to the supported systems or functions. The SLA shall include all of the information required in Section 4.2.8 of this RFP. The SLA may be subject to negotiation between PRDE and the Proposer.

**TAB 14: Bidders Registry – Eligibility Certificate - Mandatory as per the following:**

Proposers must include a current Eligibility Certificate evidencing the Proposer's inclusion in the General Services Administration Registry of Eligible Government Providers (Registro Único de Licitadores, "RUL"). Proposer should include this Certificate of Registration with the Proposal or at the latest, two weeks prior to project commencement. The failure to comply with the Bidder Registry requirement cannot be cured.

**TAB 15: W-9 Taxpayer Identification Number and Certification (IRS)**

Proposers must include a properly completed W-9.

**TAB 16: Disaster Recovery and Continuity of Business Plan**

Proposers must include a disaster recovery and business continuity plan, as specified in Section 4.2.7.

**TAB 17: Project Plan and Deployment Schedule (Mandatory)**

Proposers must include a project plan and deployment schedule.

**TAB 18: Financial Statements**

Copies of audited financial statements signed by the preparer for the three (3) previous fiscal years. Financial Statements shall include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner shall submit this information. PRDE reserves the right to accept alternative information and/or documentation submitted by Proposer(s).

**TAB 19: Joint Venture (If Applicable)**

Any Proposer proposing as a joint venture must also include a copy of the executed joint venture agreement with its proposal.

**TAB 20: Corporate Resolution**

If the Proposer is a corporation, the proposal must be signed by an officer of the corporation and be accompanied by a corporate resolution authorizing the individual to sign the proposal and to enter into a contractual agreement on behalf of the corporation. The corporate resolution must also specify the state of incorporation. Unsigned proposals and proposals not properly signed will be rejected and disqualified.

**TAB 21: Proposer Experience History**

Each Proposer should include an organized, detailed summary of Proposer's experience providing the proposed services, as well as the Proposer's experience working on comparably sized projects. The Proposer's experience history should include the following:

- (a) Name of the client
- (b) Services provided
- (c) Name, title, phone and email of a contact person who can verify the Proposer's work
- (d) The start and end dates services were performed
- (e) Total contract compensation, or if an ongoing service, the total compensation paid to date.

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## APPENDIX I: PRE-PROPOSAL CONFERENCE REGISTRATION FORM

DATE AND TIME: Tuesday, March 19, 2019 at 10:00 a.m.  
LOCATION: Department of Education  
Correction Building  
4<sup>nd</sup>. Floor Conference Room  
Tnte. César González St.  
Urb. Ind. Tres Monjitas  
Hato Rey PR 00917

Proposer representatives interested in attending the March 19, 2019 Pre-Proposal Conference are encouraged to register for the Conference in advance by submitting a completed copy of this Pre-Proposal Conference Registration Form on or before the Conference Date. The completed Registration Form should be emailed to [SIS\\_RFP@de.pr.gov](mailto:SIS_RFP@de.pr.gov).

Name of  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Code: \_\_\_\_\_

Brief Description of Products and/or Services Offered by Proposer:

\_\_\_\_\_

\_\_\_\_\_

The following representatives intend to attend the Pre-Proposal Conference for RFP NO. PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

## APPENDIX II: PROPOSAL SUBMITTAL CHECKLIST

ALL SUBMITTALS AND FORMS BELOW ARE REQUIRED AND SHOULD BE INCLUDED WITH EACH PROPOSAL. ANY PROPOSER THAT FAILS TO INCLUDE SUBMITTALS OR FORMS IDENTIFIED AS "MANDATORY" MAY BE DISQUALIFIED FROM CONSIDERATION. ANY PROPOSER THAT FAILS TO INCLUDE ANY NON-MANDATORY SUBMITTALS OR FORMS SHALL BE NOTIFIED AND GIVEN A REASONABLE OPPORTUNITY TO PROVIDE THE MISSING SUBMITTAL OR FORM. THE FAILURE OF ANY PROPOSER TO PROVIDE A MISSING SUBMITTAL OR FORM WITHIN THE TIME SPECIFIED BY PRDE MAY RESULT IN THE DISQUALIFICATION OF SAID PROPOSER FROM CONSIDERATION FOR AN AWARD.

TAB #	DESCRIPTION	FORM	CHECK ✓
TAB 1	Cover Letter		
TAB 2	<b>Proposal Signature Page</b>	FORM 1	
TAB 3	<b>Equipment and Service Proposal – Mandatory</b>		
TAB 4	Sample Price Sheet	FORM 2	
TAB 5	<b>Non-Collusion Affidavit – Mandatory</b>	FORM 3	
TAB 6	<b>Proposal Bid Bond (15%) - Mandatory</b>		
TAB 7	Proposer Questionnaire	FORM 4	
TAB 8	Proposer References (3 Minimum)	FORM 5	
TAB 9	Designation of Subcontractors	FORM 6	
TAB 10	Certificate of Insurance Coverage	FORM 7	
TAB 11	Copy of Filed Letter Of Intent	FORM 8	
TAB 12	Recent Legal Actions		
TAB 13	<b>Service Level Agreement – Mandatory</b>		
TAB 14	<b>Bidders Registry – Eligibility Certificate – refer to pg. 57</b>		
TAB 15	W-9 (IRS)		
TAB 16	<b>Disaster Recovery and Business Continuity Plan - Mandatory</b>		
TAB 17	<b>Project Plan and Deployment Schedule –Mandatory</b>		
TAB 18	<b>Audited Financial Statements (3 Years)</b>		
TAB 19	<b>Joint Venture Documentation (If Applicable)</b>		
TAB 20	<b>Corporate Resolution</b> (Authorizing signed to execute proposal and enter into a contract on behalf of the corporation. The corporate resolution must also specify the state of incorporation)		
TAB 21	<b>Proposer Experience History</b>		



**PROPOSAL SUBMITTAL FORM 1 – PROPOSAL SIGNATURE PAGE**

**EACH PROPOSER IS REQUIRED TO SUBMIT A PROPOSAL SIGNATURE PAGE WITH ITS PROPOSAL. ANY PROPOSER THAT FAILS TO DELIVER THE PROPOSAL SIGNATURE PAGE IS AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION FOR AN AWARD**

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**PROPOSER:**

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**ADDRESS:**

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**PHONE:**

The undersigned, doing business under the full and complete legal name as set forth above, proposes to provide the services described in the Proposer proposal to the Puerto Rico Department of Education, for the prices set forth in the Proposer's Price Proposal. The Proposer makes the following certifications with regard to its service and pricing proposals:

1. Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
2. Proposer certifies that there is no conflict of interest in the contract and provisioning of the proposed services and items to PRDE.
3. Proposer agrees that its service proposal and price proposal shall remain valid for 180 days from the date of submission.
4. Proposer certifies that none of the employees of PRDE or any of its sub-departments or agencies has a pecuniary interest in their offer.
5. Proposer certifies that its proposal has been prepared and developed without collusion with any of PRDE's officials or other Proposers and without effort to preclude PRDE from obtaining the best competitive proposal.
6. The undersigned, hereby acknowledges receipt of (a) RFP No. PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS) including all appendices, as well as any and all addenda. The undersigned also hereby certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PROPOSAL SUBMITTAL FORM 2 – PRICING

## INITIAL IMPLEMENTATION

Item		Specification	Quantity	Price
Services & Training	Data conversion			
	Help desk services			
	Training	System administrator training		
	Training	Train-the-trainers training		
	Gap analysis	Process review to determine customization/additions required to ensure solutions meets PRDE needs		
Staffing	Account manager			
	Project manager			
	Technical coordinator			
	Implementation team	Detail expertise of members and size of team		
	Embedded staff	Providing ongoing, onsite support exclusively to the DE		
Software	Annual license			
	Maintenance			
	Initial installation			

Initial implementation total:

## ONGOING SUPPORT

Item		Specification	Quantity	Price
Services & Training	Help desk services			
	Training	System administrator training		
	Training	Train-the-trainers training		
	Training	Ongoing, as needed		
Staffing	Account manager			
	Project manager			
	Embedded staff			
Software	Annual license			
	Maintenance			

Ongoing support total:

**PROPOSAL SUBMITTAL FORM 3 - NON-COLLUSION AFFIDAVIT**

**EACH PROPOSER IS REQUIRED TO SUBMIT A NON-COLLUSION AFFIDAVIT WITH ITS PROPOSAL. ANY PROPOSER THAT FAILS TO SUBMIT A NON-COLLUSION AFFIDAVIT SHALL BE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION FOR AN AWARD.**

I, the undersigned, am the \_\_\_\_\_ of \_\_\_\_\_ (the

“Proposer”), and being duly sworn, declare that the proposal submitted by the Proposer in response to **PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS)** is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the government of the Commonwealth of Puerto Rico or the Puerto Rico Department of Education; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the Commonwealth of Puerto Rico that the foregoing is true and correct.

**NAME OF PROPOSER:** \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTARY PUBLIC SEAL**

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_, proved to me on the basis of satisfactory evident to be the person who appeared before me and signed this Affidavit.

**PROPOSAL SUBMITTAL FORM 4 - PROPOSER QUESTIONNAIRE****ANSWER ALL QUESTIONS THAT APPLY; IF A QUESTION DOES NOT APPLY, MARK N/A.**

Business Name: _____.	
Telephone Number: _____;	Fax Number: _____;
E-mail Address: _____ . Web Site Address: _____.	
Business _____	Address: _____
_____ City: _____;	

**BUSINESS INFORMATION**

Years in Business: _____.		
Check the following as it applies to your		
<input type="checkbox"/> Public Corporation	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Company	
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Distributor	<input type="checkbox"/> Service Proposer
Are you a subsidiary of another Company: <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, name of parent:		
_____		
List all companies with whom you have partial or complete		
_____		
Check the following Business Classifications that apply to your firm, if any:		
<input type="checkbox"/> Small Business Concern	<input type="checkbox"/> Minority owned business	<input type="checkbox"/> Woman owned business
Does your firm have EDI capabilities: <input type="checkbox"/> Yes <input type="checkbox"/> No		

**OTHER OPERATIONAL INFORMATION**

Number hourly employees: Direct _____;		Indirect _____
Number salary employees: Direct _____;		Indirect _____
Normal work days: _____;		Normal work hours: _____;
Does your firm have a Quality Assurance Program? <input type="checkbox"/> Yes <input type="checkbox"/> No.		
Do you provide on-site technical support? Yes No.		

**PROPOSAL SUBMITTAL FORM 5 - PROPOSER REFERENCES (3 Required)**

Proposer is required to provide a minimum of three (3) customer references for similar scope and magnitude of work that Proposer has performed within the past three years. Please include only references for services that are similar enough to demonstrate Proposer's ability to perform the services requested in the above-referenced RFP.

**CLIENT REFERENCE NO. 1**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

**CLIENT REFERENCE NO. 2**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

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**CLIENT REFERENCE NO. 3**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

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**CLIENT REFERENCE NO. 4**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

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**REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER:**

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Proposers will be evaluated on three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or public entities with knowledge of the Proposer's experience that is similar in nature and scope to the products and services being requested by the RFP. References should be from current projects or projects completed within the last three (3) years from the date of the RFP.

References which are not received prior to the proposal response due date and time will receive a score of "0" for that reference. References outside the three (3) years will also receive a score of zero (0) points.

If more than three (3) qualifying references are received prior to the proposal due date, the three (3) references with the highest scores will be used in the evaluation.

**REFERENCES MUST BE RECEIVED BY PRDE DIRECTLY FROM THE REFERENCE IN ORDER TO BE CONSIDERED**

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - Print the name of your company on the "PROPOSER (VENDOR) NAME" line.

Send the "Reference's Response To" document to your references to complete and submit.

**NOTE:** It is the Proposer's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Proposers may contact the RFP Lead prior to the RFP closing date to verify receipt of references

**REFERENCE QUESTIONNAIRE****PUERTO RICO DEPARTMENT OF EDUCATION  
PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS)**

REFERENCE NAME (Company/Organization): \_\_\_\_\_

PROPOSER (VENDOR) NAME: \_\_\_\_\_ intends to submit a proposal to Puerto Rico Department of Education in response to PRDE's RFP PRDE-OSIATD-2019-003-STUDENT INFORMATION SYSTEM (SIS).

**INSTRUCTIONS TO INDIVIDUAL COMPLETING REFERENCE QUESTIONNAIRE:**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include a manual actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to [SIS\\_RFP\\_@de.pr.gov](mailto:SIS_RFP_@de.pr.gov).
5. This completed document **MUST** be received no later than **4:00 p.m. on Thursday, April 4th, 2019** AST. Reference documents received after this time will not be considered. References received without a manual signature will not be accepted.
6. DO **NOT** return this document to the Proposer (Vendor).
7. The Puerto Rico Department of Education (PRDE) may contact references by phone for further clarification if necessary.



**FORM 5 CONTINUED: REFERENCE QUESTIONNAIRE  
PUERTO RICO DEPARTMENT OF EDUCATION  
PRDE – 2018-004 – STUDENT INFORMATION SYSTEM (SIS)**

**REFERENCE NAME:** \_\_\_\_\_

**PROPOSER (VENDOR) NAME :** \_\_\_\_\_

**Section I. RATING**

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

**RATING SCALE**

<b>CATEGORY</b>	<b>SCORE</b>
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

1. Rate the overall quality of the vendor's services:

**10 9 8 7 6 5 4 3 2 1 0**

2. Rate the response time of this vendor:

**10 9 8 7 6 5 4 3 2 1 0**

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

**10 9 8 7 6 5 4 3 2 1 0**

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

**10 9 8 7 6 5 4 3 2 1 0**

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

**10 9 8 7 6 5 4 3 2 1 0**

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to resolve a problem related to the services provided quickly and effectively:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting changing business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

1. Please include a brief description of the products and services provided by this vendor for your business/organization and any other comments you would like to provide:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

**PROPOSAL SUBMITTAL FORM 6 - DESIGNATION OF SUBCONTRACTORS**

**PROPOSER NAME:**

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**SUBCONTRACTOR NO. 1:**

Proposed Subcontractor Services: \_\_\_\_\_  
Percentage (%) of Total Work: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**SUBCONTRACTOR NO. 2:**

Proposed Subcontractor Services: \_\_\_\_\_  
Percentage (%) of Total Work: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**SUBCONTRACTOR NO. 3**

Proposed Subcontractor Services: \_\_\_\_\_  
Percentage (%) of Total Work: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**ADD ADDITIONAL PAGES IF NEEDED**

**PROPOSAL SUBMITTAL FORM 7 - CERTIFICATE OF INSURANCE COVERAGE**

**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL IN ONE (1) OF THE TWO (2) METHODS DESCRIBED BELOW.**

**PROPOSER NAME:** \_\_\_\_\_

**PROPOSER ADDRESS:** \_\_\_\_\_

**NAME OF SURETY:** \_\_\_\_\_

**NAME OF AGENT:** \_\_\_\_\_

**AGENT'S PHONE:** \_\_\_\_\_

The undersigned hereby certifies that \_\_\_\_\_ (the "Proposer") and its subcontractor(s) has the following insurance coverage, respectfully:

TYPE OF COVERAGE	MINIMUM LIMITS	POLICY OR BINDER NO.	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL/GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL/GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
EMPLOYERS' LIABILITY	\$500,000 PER OCCURRENCE			
WORKER'S COMP	PUERTO RICO MINIMUM COMPENSATION STATUTORY			
TECHNOLOGY ERRORS AND OMISSIONS	\$2,000,000			
TECHNOLOGY ERRORS AND OMISSIONS (SUBCONTRACTOR)	\$1,000,000			

**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL.** This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" *or*
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - (a) The Puerto Rico Department of Education is hereby named as Additional Insured.
  - (b) The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Puerto Rico Department of Education.
  - (c) The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Puerto Rico Department of Education.
  - (d) The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

The successful Proposer will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to providing any services. This insurance coverage must be maintained throughout the term of the contract.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSAL SUBMITTAL FORM 8 - LETTER OF INTENT TO SUBMIT A PROPOSAL**

**PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 4:00 P.M., MARCH 26, 2019. FAILURE TO DELIVER A LETTER OF INTENT BY THE DEADLINE SHALL RESULT IN AUTOMATIC DISQUALIFICATION FROM PARTICIPATION IN THE COMPETITIVE PROCESS.**

\_\_\_\_\_ ( the “Proposer”) has received a copy of **RFP NO. PRDE-2018-004-STUDENT INFORMATION SYSTEM (SIS)** (the “RFP) issued by the Puerto Rico. I, the undersigned, in my capacity as \_\_\_\_\_ of the Proposer, am duly authorized to submit this Letter of Intent on behalf of Proposer, and to designate the following person to act on behalf of the Proposer as its principal contact in connection with the RFP.

**PRINCIPAL CONTACT:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

I hereby acknowledge receipt of the RFP and any addenda thereto, and certify that it is the intent of the Proposer to submit a proposal in response to the RFP.

Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LETTERS OF INTENT ARE TO BE ADDRESSED AND EMAILED TO [SIS\\_RFP\\_@de.pr.gov](mailto:SIS_RFP_@de.pr.gov)**