



GOVERNMENT OF PUERTO RICO
EDUCATION DEPARTMENT
OFFICE OF INFORMATION SYSTEMS AND
TECHNOLOGICAL SUPPORT FOR TEACHING

PRDE-OSIATD-2021-003-STUDENT INFORMATION SYSTEM (SIS)

EVENT	DATE*
Publication and release of RFP	Thursday, October 21, 2021
Deadline for submitting RFP questions	4:00 p.m. Monday, November 1, 2021
Pre-Proposal Conference (<i>Optional**</i>) – <i>Companies are asked to Register for the Conference (See Appendix I)</i>	1:00 p.m. Monday, November 8, 2021
Deadline for Proposer Letters of Intent	4:00 p.m. Friday, November 12, 2021
DEADLINE FOR SUBMITTING PROPOSALS	4:00 p.m. Thursday, November 18, 2021
Selection of 3 Proposer finalists; presentations and product demonstrations by finalists, as requested	Week of December 6, 2021

* All times Atlantic Standard Time (AST)

**The Pre-Proposal Conference will be held virtually (See Appendix II)

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:

José L. Narváez Figueroa, Director Ejecutivo III
Puerto Rico Department of Education
#150 Federico Costas St.
Urb. Industrial Tres Monjitas
Hato Rey PR 00917

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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GOVERNMENT OF PUERTO RICO
EDUCATION DEPARTMENT
OFFICE OF INFORMATION SYSTEMS AND
TECHNOLOGICAL SUPPORT FOR TEACHING

REQUEST FOR PROPOSALS
PRDE-OSIATD-2021-003-STUDENT INFORMATION SYSTEM (SIS)

October 21, 2021

TO PROSPECTIVE PROPOSERS:

The Commonwealth of Puerto Rico Department of Education (the “Department”) is requesting proposals for a new Student Information System pursuant to the above-referenced Request for Proposals (RFP). Notice of the RFP is published in the *El Nuevo Día* newspaper on October 21, 2021, and on the PRDE website and the Office and Budget Department Bids and RFPs website.

Proposers are requested to propose PRDE Student Information System to be provided under the direction of the Office of Information Systems and Technology Support for Teaching (“OSIATD”) during the term of the awarded contract. Each proposal must be in the format specified in the RFP, must include all required submittals specified in the RFP and be submitted by the deadline set forth on the cover page of the RFP. In addition, proposers are invited to attend a Virtual Pre-Proposal Conference at 1:00 p. m. on Monday, November 8, 2021. The Department intends to award a contract to one (1) Proposer selected to provide the equipment and services described in the RFP.

On behalf of the Department, we encourage qualified Proposers to respond to the RFP and thank you in advance for your interest in providing technology services to our schools.

Sincerely,

MARIE ORTIZ SÁNCHEZ
Chief Information Officer

SECTION 1: GENERAL

1.1. BUREAU/OFFICE

Office of the Secretary

1.2. SOLICITATION

PRDE-OSIATD-2021-003-STUDENT INFORMATION SYSTEM (SIS)

1.3. IMPLEMENTATION PERIOD; CONTRACT TERM

The system is expected to be implemented between January 1, 2022, to June 30, 2022. Proposer must provide a modular and/or phased implementation plan for full deployment early in the 2022-2023 academic year (August 1, 2022). PRDE intends to enter into a contract with one (1) Proposer for six-months, with a two one-year options to renew.

1.4. 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:	262,983
Schools:	855
Educators:	30,000
Educational Regions:	7

*Estimates

A list of 2021-2022 schools is posted on PRDE’s website at 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.

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1.5. 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 Proposers;
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.

1.6. COMPETITIVE PROPOSAL SCHEDULE AND PROPOSER QUESTIONS

1. Timeline

The PRDE intends to follow the schedule set forth on the cover page of this RFP, which is incorporated herein by this reference, but reserves the right to make schedule adjustments at the sole convenience of the Department.

2. RFP Questions

Proposers may submit questions concerning this RFP to the Department in writing by email on or before the deadline set forth on the cover page of this RFP. Questions should be emailed to the email address set forth on the cover page of this RFP.

Responses to questions submitted by the deadline will be posted on the PRDE website at <https://de.pr.gov>. Specific questions pertaining to this RFP received after the deadline may not be answered, except at the discretion of the Department.

3. Other Proposer Questions and Communications

During the competitive proposal period, general questions and/or general requests for information or clarification concerning this RFP must be in writing and emailed to SIS_RFP@de.pr.gov. All responses will be emailed to the requesting Proposer and posted on the PRDE website at <https://de.pr.gov>. Oral responses or clarifications made by any PRDE employee will not be binding on the Department.

1.7. **CONTRACT REQUIREMENT**

The Department intends to award a contract to one (1) or more Proposers selected to provide the services requested in this RFP. The term of the contract is expected to be for six (6) months, with two (2) one-year renewal option. If awarded a contract, the selected Proposer will be required to accept the award in writing and execute a contract containing, among other things, the general terms and conditions set forth in Section IV of this RFP. In the event the Proposer and the Department fail to reach agreement as to the terms and conditions of the contract, the Proposer's award of the Contract shall be revoked by the Department.

1.8. **ESSER II PROGRAM FUNDING**

The COVID-19 dramatically exacerbated already-challenging educational conditions in Puerto Rico causing student and teacher attrition, significant loss of school time by students, and big challenges on providing educational resources, online classes, equipment, food and supplies in the system for students and teachers. To address the challenges created by the COVID-19, the USDE released the ESSER program, among others, in order to award funding to disaster-impacted by emergency for teachers, students, families and personnel. The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA), was signed into law on December 27, 2020 and provides an additional \$54.3 billion for the Elementary and Secondary School Emergency Relief Fund (ESSER II Fund). Funds were approved for the Student Information Systems initiative under the ESSER II Fund, which are valid until June 30, 2022. All work related to this RFP must be done before set date.

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SECTION 2: GOALS

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 DEPARTMENT OF EDUCATION (PRDE) IT ENTERPRISE APPLICATIONS CONTEXT

PRDE is undergoing a comprehensive and rapid transformation, addressing questions of infrastructure, student and staff performance, and equity and quality. PRDE has over 274,000 students at 855 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. Moreover, with the mandated social distancing restrictions and the implementation of remote work and education services during the COVID-19 pandemic, PRDE acknowledges the urgent need to provide better resources for distance learning and remote work. 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. For example, though we cannot guarantee internet access 100% of the time to our schools, we can implement systems that are able to capture and store data locally during interruptions. Proposers are expected to be very specific on how data obtained during a “down period” will be integrated into the system. We want to work with providers who are committed to finding creative solutions that will work in our environment.

- **Technology access:** During the 2020-2021 school year, all PRDE students, administrative personnel and teachers received a mobile device such as laptops or tablets, 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

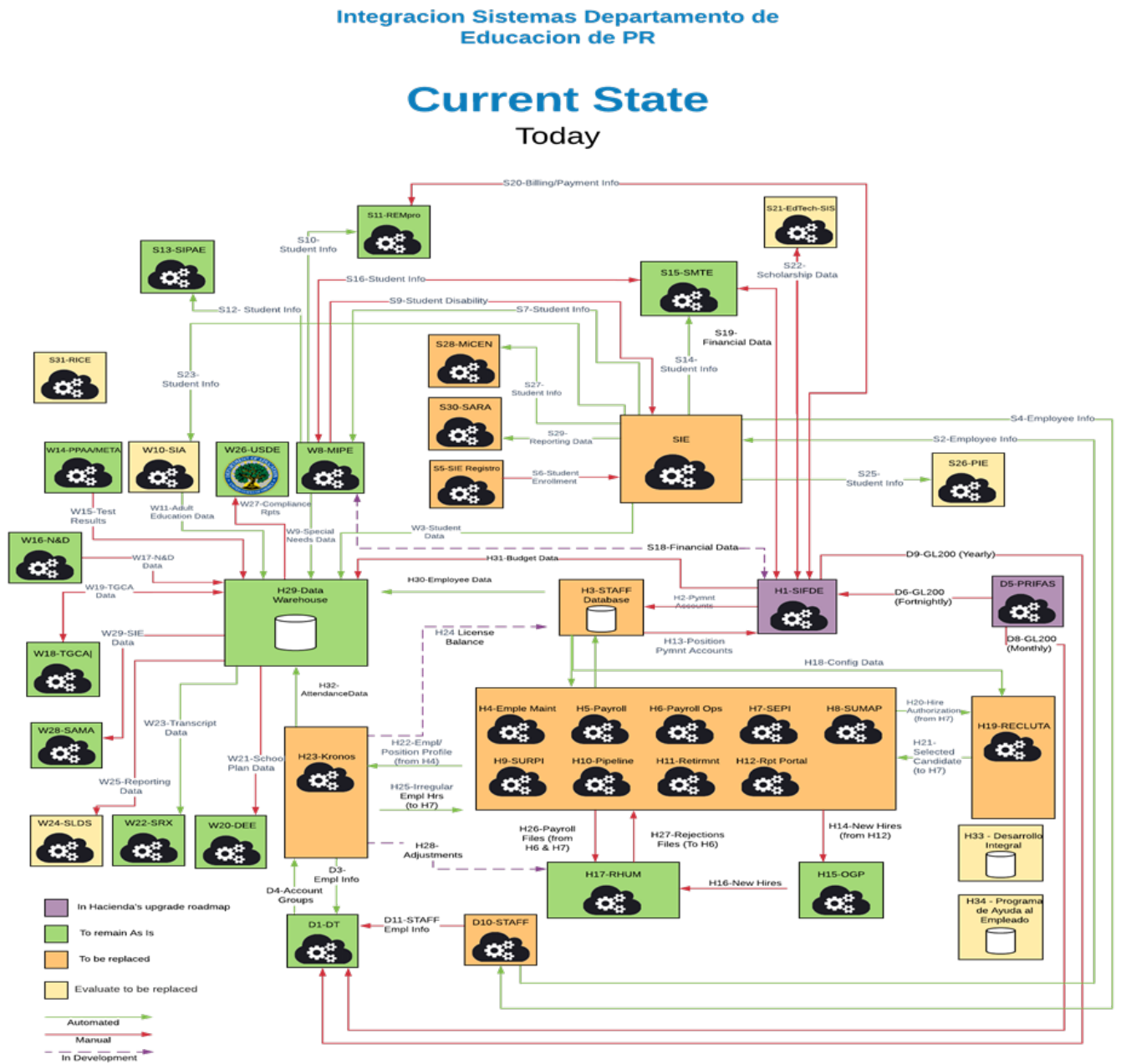
- **Technology literacy:** Across the island, comfort and fluency with technology can vary significantly, including among PRDE employees. In addition, current systems with unintuitive user interfaces and complex workflows create an additional challenge for staff seeking to use them. It is essential that the system be user friendly. Therefore, PRDE is seeking intuitive and user-friendly systems based on graphical user interfaces and support to our staff through a comprehensive training plan, as well as aid them in troubleshooting, problem-solving, and identifying additional resources when needed.
- **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.

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 include modules for advanced reporting, self-service portals, integration with other external and cloud-based software services, and greater flexibility for customization and innovative SIS school models. PRDE expects to fully deploy this SIS by August 1, 2022, with the data transfer and customization to occur prior to that time to ensure a smooth transition and seamless transfer of data and start to the 2022-2023 school year. Proposers who cannot work within this timeline will not be considered.

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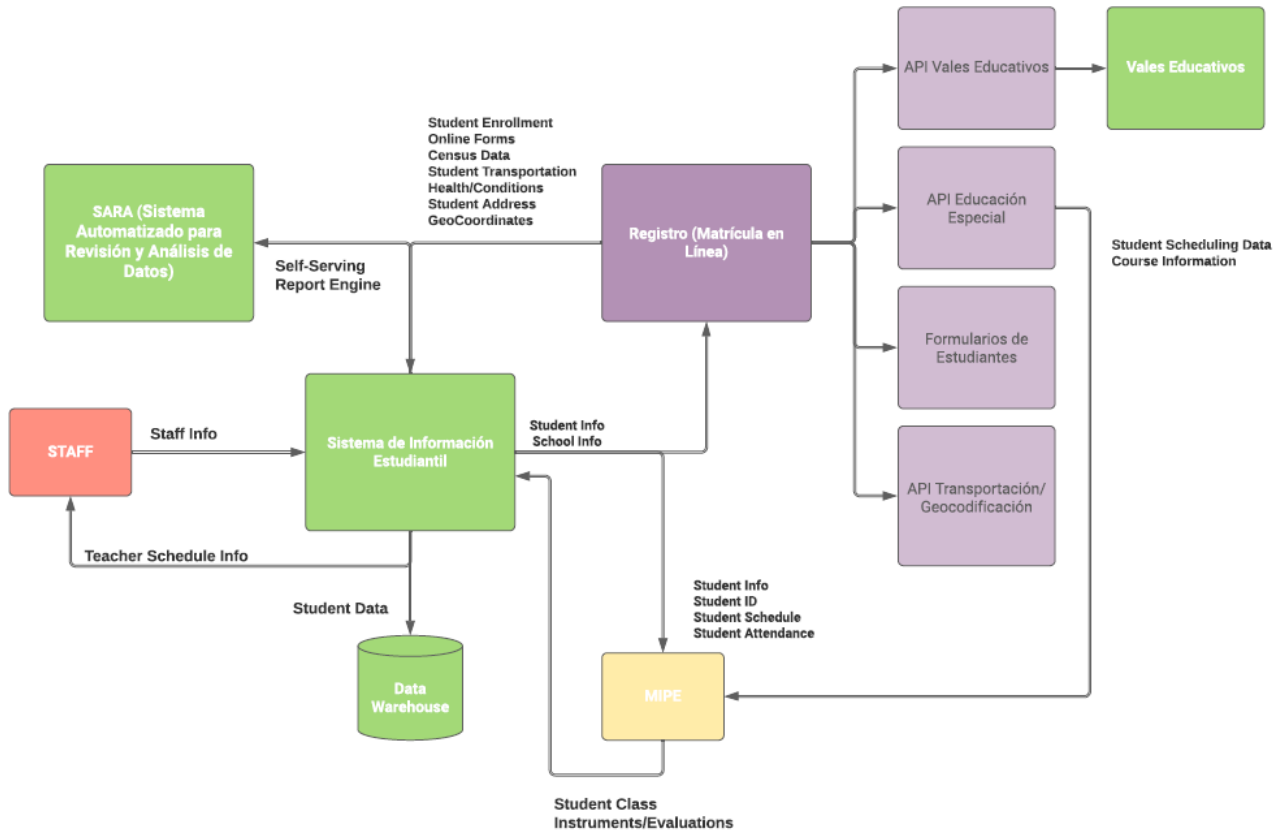
2.1.1 OVERVIEW OF CURRENT SIS ENVIRONMENT AND CURRENT INTEGRATIONS

- SIS ENVIRONMENT (AS OF JUNE 2019)



• **UPDATED SIE WORKFLOW DIAGRAM (AS OF JULY 2021)**

Updated SIE - Data Diagram
07-23-2021



Please refer to **Appendix V: CURRENT SIS DATA COLLECTION & FUNCTIONALITIES** for more information.

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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 implementing the entire scope of the project, including project management and ensuring full systems integration.

The role of integrator will include planning deliverables, setting deadlines, defining project strategies, assigning roles and responsibilities, defining checkpoints, establishing change control processes, and be responsible for the administration of the project.

The Proposer will be responsible but not limited to 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
 - Deliverable's status summary

The following elements are expected within 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:

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 PRDE OSIATD Hyperconverged IT Computing environment which includes cloud services for backup and application operation following open system standards (Ed-Fi and/or IMS Global Standards). 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. This includes analyzing the current PRDE global data repository to integrate/rebuild into a Data Warehouse compliant with IMS Global standards and/or Ed-Fi open-source unifying data model data framework standard.
 - 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).
- a. Student Information System testing and validation (Test Environment, Development, Training, Quality Control and Production): The implementation process should include full system testing under a production environment. This may require the implementation of a pilot program prior to full system deployment. Testing should provide evidence of the system being able to handle 300,000 users in real time. The pilot program should include user interaction to validate SIS user interface and general application interaction friendliness. To the extent possible, PRDE would like the finalist Proposers to demonstrate a test environment in both English and Spanish during presentations

- b. Student Information System support and maintenance: define system support process and maintenance. Submit a support and maintenance plan including knowledge transfer processes and helpdesk operational parameters.

Technology Considerations:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS
Data Warehouse compliant with either IMS Global standards and/or Ed-Fi open-source unifying data model data framework standard	YES	10
"Roadmap" of future versions of the offered solution	YES	5
Capacity Planning assessment.	YES	10
Systems integration plan	YES	10
Data migration strategy plan	YES	10
Definition and design of the backups, restore, archive, data cleaning procedure	YES	10
IT Hardware for project implementation assessment	YES	5
Support and maintenance plan including knowledge transfer processes and helpdesk operational parameters	YES	10
Support and maintenance of the solution offered for the full term of the contract and renewal periods	YES	10
TOTAL AVAILABLE POINTS:		80

3.3 ORGANIZATIONAL CHANGE MANAGEMENT

The Proposer must develop a strategy for the acceptance of the system by PRDE OSIATD. 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, taking into consideration the current COVID 19 Pandemic limitations and restrictions at the time of this RFP.
- 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. The Department currently has a virtual Training Portal that provides guides, videos and practices for users, all classified by roles. The new system must provide at a minimum the same training options, with more expanded options preferred.

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.

Organizational Change Management - Training:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS
Web-based, mobile-friendly, searchable User Manuals, in Spanish, specifically for PRDE	YES	10
Definition and elaboration of the Communication Plan of the new system.	YES	10
Training Plan	YES	10
TOTAL AVAILABLE POINTS:		30

3.4 SECURITY AND AUDIT

For PRDE, the security of the systems is a very important issue. The Proposer must perform the following security and audits 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, including academic personnel editing specific administrative data.
 - The definition and implementation of processes, policies, procedures and organization of security management.
 - Initial users' enrollment, their profiles and user profile maintenance during the system implementation
- 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. Authentication should be with the official PRDE account: @miescuela.pr; @de.pr.gov.

The Proposer must submit the following deliverable:

- Technical Security Model implemented

Data Security and Management:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS
Definition and implementation of the Security Model for all classes of users (end users, administrators, developers, technicians, etc.): <ul style="list-style-type: none"> • Classifications of the roles and profiles of the users aligned to the needs of the business, including academic roles that edit specific administrative data. • Definition and implementation of processes, policies, procedures and organization of security management. • Initial users' enrollment, their profiles and user profile maintenance during the system implementation 	YES	10
Technical procedure for disaster recovery	YES	10
Registration of data security incidents in the proposed platforms.	YES	10
Software licensing control	YES	10
Integration with MS Azure AD SAML 2.0. Authentication should be with the official PRDE account: @miescuela.pr; @de.pr.gov	YES	10
TOTAL AVAILABLE POINTS:		50

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

Post Implementation Support:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS
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	YES	10
TOTAL AVAILABLE POINTS:		10

3.6 IMPLEMENTATION OF SIS – USER GROUP CONSIDERATIONS

Implementation of a Student Information System at PRDE requires definition of user groups access levels and privileges.

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 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 his or 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 during the implementation and operational timeframe of the project implementation.

The Proposer must disclose and quantify one-time and recurring resources, costs and requirements that would be assumed either partially or fully by PRDE.

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”), Charter Schools (“Escuelas Públicas Alianza”), 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.

Implementation of SIS – User Group Considerations:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Student Information System at PRDE requires definition of user groups access levels and privileges: <ul style="list-style-type: none"> • School based users • Regional and Central office users • Community members • Special Education and Social Services • Secretary and the Cabinet 	YES	10
Ability to customize interfaces and reporting tools to address the variety of users that exist within PRDE	YES	10
Default system-level views with key metrics identified	YES	10
Content and materials must be available in both English and Spanish for all elements	YES	10
Disclose and quantify one-time and recurring resources, costs and requirements that would be assumed either partially or fully by PRDE	YES	10
TOTAL AVAILABLE POINTS:		50

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SECTION 4: SPECIFICATIONS

The SIS solution should comply with the following general requirements:

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. The platform must, starting in SIE for 2022, be able to offer the alternative of two (2) calendars during the year – August to December and January to May, for CASA projects that work differently than other programs.
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 school and classroom attendance.* The student attendance system must support scanning of unique student id cards for attendance record keeping. 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 and include period by period classroom attendance.
 - Provide the necessary hardware equipment to enable student school and classroom attendance recording and reporting capability:
 - ID Card reader devices for 33,000 classrooms
 - ID Cards for approximately 270,000 students and 30,000 teachers
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. The Department intends for the Technical Institutes to use the new platform, which may require the selected provider to work with the schools to identify different user needs for inclusion in the system.

8. *Integrate seamlessly with staff information systems.* Facilitate matching between student needs and available resources.

4.1 REQUIREMENTS

The solution proposed must meet or exceed all the requirements outlined in this RFP package. The proposal is for a comprehensive solution that meets the actual needs of various PRDE stakeholders. Detailed functional requirements can 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:

Requirements:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Scalable number of fields, user-defined fields, tables, and entries your system will support	YES	10
Scalable number of reports	YES	10
Scalable number of schools	YES	10
Scalable number of users (total and concurrent)	YES	10
Audit capacity of the system, field changes, user ID updates, deletes, etc.	YES	10
Capacity for locally customized screens, tables, and fields	YES	10
Built-in utilities, functionality monitoring, communications, and alert systems to identify and warn of possible system issues	YES	10
Student attendance system support the use of student scanning of id cards for attendance record keeping.	YES	10
Provide the necessary hardware equipment to enable student school and classroom attendance recording and reporting capability: <ul style="list-style-type: none"> • ID Card reader devices for 33,000 classrooms • ID Cards for XXX students and XXX teachers 	YES	20
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 and include period by period classroom attendance.	YES	10
Capacity for transfer of partial evaluations between schools and between sections within the same school	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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)	YES	10
Capacity for on-line account setup for new users at the school level	YES	10
TOTAL AVAILABLE POINTS:		150

4.2 PRODUCT FEATURES AND FUNCTIONALITY

4.2.1 Data and reporting

Proposer 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 minimum key capabilities. Generally, the SIS must include data capture and customization for the following categories:

1. Student and User 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
 - d. System must include user behavior analytics tools such as heat maps and interaction tracking, as well as feedback mechanisms to gain insights on user experience and provide monthly performance reports. The selected team must have availability to hold monthly meetings with the Department of Education and PRITS to discuss how to retain users and gain user acceptance, based on these insights.

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. Federal program eligibility, participation, and compliance reporting for programs such as free and reduced lunch or Medicaid
 - c. Student health management, health services provision, critical student medical information, immunization records, and compliance reporting

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. The system must provide Home Room work and group management. If possible, the system should permit personnel to work on school organization for the following year without impacting or affecting the current school year. The system must also offer the option of having more than one type of period to accommodate SR periods for the Special Education Resource room.
5. Gradebook, report cards, transcripts: Student progress reporting, student academic history, progress toward graduation tracking, activity eligibility, and documentation. The platform must have the option of editing out-of-date evaluations with audit changes.
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. The Department currently has two parent portals – one for SIE and one for Mel/ Registration. If Proposers recommend combining the two registrations, the new platform must take the functionality of both systems into consideration in developing the new platform.
7. 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.
8. 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
- Alternative Study Programs: Proyecto CASA, Escuelas Públicas Alianza, Occupational Students
- Juvenile System 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.

Data and Reporting:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Student data:		
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	YES	10
Tracking and reporting student behavior and discipline records for safety, compliance, and reporting purposes	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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	YES	10
System must include user behavior analytics tools such as heat maps and interaction tracking, as well as feedback mechanisms to gain insights on user experience and provide monthly performance reports. The selected team must have availability to hold monthly meetings with the Department of Education and PRITS to discuss how to retain users and gain user acceptance, based on these insights.	YES	10
Program services:		
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	YES	10
Federal program eligibility, participation, and compliance reporting for programs such as free and reduced lunch or Medicaid	YES	10
Student health management, health services provision, critical student medical information, immunization records, and compliance reporting	YES	10
Attendance:		
Student attendance rate tracking, data submission rates, non-standard attendance (early dismissals, late arrivals, recurring absences, etc.), data reporting to identify chronic absenteeism.	YES	10
Courses and scheduling:		
Master schedule and student scheduling, registration and enrollment.	YES	10
Gradebook, report cards, transcripts:		
Student progress reporting, student academic history, progress toward graduation tracking, activity eligibility, and documentation.	YES	10
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.	YES	10
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.	YES	10
Data and reporting capabilities:		
Provide a standard library of reports that include: 1. Required federal compliance reporting	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
2. Required state reporting		
Provide the ability to design custom report with specific data and visual output specifications, especially those used to identify and prioritize operational exceptions	YES	10
Provide the ability to generate activity reports on a variety of topics:		
Student attendance – by student, by day, by class type, by class period, etc., chronically absent students or those in danger of becoming so	YES	10
Attendance submission – by teacher, by day, by period, by class type, etc.	YES	10
Gradebook status – Gradebooks that have / have not been set up, assignments (by date, by total, by type, etc.), weightings and grading type, etc	YES	10
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.)	YES	10
Academic information – Honor roll lists (with user-define criteria), in danger of failing / retention lists; progress toward graduation	YES	10
Parent and family engagement – Frequency of user logging into parent/family portal	YES	10
<p>Subgroup status, tracking, and data analysis, particularly for the following student populations:</p> <ul style="list-style-type: none"> • 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 • Alternative Study Programs: Proyecto CASA, Escuelas Públicas Alianza, Occupational Students • Juvenile System Students 	YES	10
Provide the ability to maintain historical and audit data (e.g., what user processed a change and when) regarding all student data.	YES	10
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	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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.		
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.	YES	10
Clearly specify which data and reporting functionality is currently available and which require further development in order to meet requirements.	YES	10
TOTAL AVAILABLE POINTS:		140

4.2.2 Communications

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

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.

Communications:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Automated attendance alerts:		
Alerts to teachers who have not taken attendance before the end of the period	YES	10
Alerts to school leaders or designated administrators highlighting teachers who have not taken attendance before the end of the periods	YES	10
Alerts of students marked present in a previous period but absent in the following period	YES	10
Methods of communication (via portal, mobile app, etc.) between teachers and families, families and schools, and schools and staff.	YES	10
Alerts to transcript or other content availability or updates to families and students.	YES	10
Provide the ability to push centrally or regionally managed notifications to end users based on user type, school type, location, etc.	YES	10
Standard support materials targeted to each user base, including user guides, "how-to" videos, and webinars or other training opportunities.	YES	10
TOTAL AVAILABLE POINTS:		70

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.

Access and availability:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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	YES	10
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	YES	10

willingness to effectively engage in creative, solutions-oriented problem solving to develop workarounds to address these issues.		
TOTAL AVAILABLE POINTS:		20

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

Implementation and initial training:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Provide a comprehensive plan for platform implementation, which should include:		
a. The timeline for service rollout with major milestones in adoption.	YES	10
b. The timeline for data migration that allows for no loss of data or system functionality		
Plan outlining the costs and timeframe associated with implementing the customizations required by PRDE to support PRDE needs	YES	10
TOTAL AVAILABLE POINTS:		20

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), considering the current COVID 19 Pandemic limitations and restrictions. 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, 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 may provide on-site training to PRDE personnel, held primarily at PRDE central office in San Juan, Puerto Rico, but online training is preferred due to the COVID 19 current limitations and restrictions. **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
 - 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, including videos, presentations, manuals, and other online available materials.
8. The Proposer must also outline the resources required from PRDE for initial system setup (e.g., data, staff support, platform access)

Training strategy, methodology, materials, training environments and services:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Security guidelines (e.g., FERPA, HIPAA)	YES	10
Trainers to conduct training for end users	YES	10
Multiple options for training (i.e., computer-based training, instructor-led, and train-the-trainer)	YES	10
List all documentation that exists for end-users, administrators and developers	YES	10
Training deliverables must be submitted to PRDE for final approval	YES	10
Work with PRDE to develop PRDE-specific scenarios to be used for each module in training	YES	10
Provide all training documentation in editable formats (Microsoft Word, PowerPoint, etc.), in both English and Spanish	YES	10
Identify which training material are included (for maintenance and updating) in the contract terms	YES	10
Provide training environments to conduct training. Note: no identifiable student or staff data can be used in the trainings or in any training materials.	YES	10
Develop a knowledge transfer plan for sustainability of support and training	YES	10
Provide technical and end-user training as part of the transition from implementation to operations	YES	10
Provide on-site training to PRDE personnel, held primarily at PRDE central office in San Juan, Puerto Rico	YES	40
<p>Training and related materials must be available in English and Spanish, and will be provided for:</p> <ul style="list-style-type: none"> a. IT staff for system maintenance and management. 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 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, including videos, presentations, manuals, and other online available materials. 	YES	40
Outline the resources required from PRDE for initial system setup (e.g., data, staff support, platform access)	YES	10
TOTAL AVAILABLE POINTS:		200

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. **Technical Support must be available in BOTH 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. **Issues should be address within 24 hours of ticket opening.** 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 resolves 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). Seven days a week, with limited hours on the weekends
 - 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, chat, 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

Ongoing Training and support:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Provide customer service and help desk support services; these services and resources must be available in both English and Spanish	YES	10
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	YES	10
Perform regular maintenance tasks and provide technical support as needed	YES	10
Support must be available in English and Spanish	YES	10
Include a sample plan for call center operations: <ul style="list-style-type: none"> 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. Issues should be address within 24 hours of ticket opening. 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: <ul style="list-style-type: none"> • 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 	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
<ul style="list-style-type: none"> • 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). Seven days a week, with limited hours on the weekends 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, chat, 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 		
<p>Provide a support database or application that includes:</p> <ul style="list-style-type: none"> 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 	YES	10
<p>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:</p> <ul style="list-style-type: none"> 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 	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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		
TOTAL AVAILABLE POINTS:		70

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:

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 meets 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

Account management and staffing support:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Staffing plan that includes the deployment of additional embedded staff. This or these individual(s) would provide ongoing, onsite support and would be dedicated to serving the needs of PRDE exclusively.	YES	10
Single point of contact for PRDE with overall responsibility for the functions under the contract. Spanish language proficiency is required	YES	10
Technical Coordinator to provide technical support and coordination between PRDE and the Proposer. Spanish language proficiency is required.	YES	10
Provide a Project Manager, identified with overall responsibility for the implementation and transition from the Implementation phase to the Operations phase of the contract.	YES	10
<p>Implementation Team members with expertise in the following areas:</p> <ol style="list-style-type: none"> 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 meets 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. 	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
TOTAL AVAILABLE POINTS:		50

4.2.7 Disaster recovery and continuity of business plan

The Proposer must provide detailed disaster recovery and continuity of business plans designed to minimize any potential disruption to its operations:

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 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
3. Recovery plans must be tested periodically, 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)

Disaster recovery and continuity of business plan:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Provide evidence of previous experience with the successful implementation of disaster plan during an emergency.	YES	10
Provide risk management plans detailing (1) what actions will be taken to prevent negative impacts, (2) a tactical plan to	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
<p>respond in the first 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:</p> <ul style="list-style-type: none"> • 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 		
Backup Recovery testing schedule		
<p>Business Continuity Plan for returning to operational status in the event of a disaster. This plan must include the following components:</p> <ol style="list-style-type: none"> a. How, where, and with what frequency data backup and storage will occur. b. Requirements for continued system functionality. c. Timeline 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) 	YES	10
TOTAL AVAILABLE POINTS:		30

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
4. SIS ID cards and card readers/recording devices

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.

Service level agreement:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Data center and security management	YES	10
Help desk and customer support services	YES	10
Status and update notifications	YES	10
Support services	YES	10
SIS ID cards and card readers/recording devices	YES	10
TOTAL AVAILABLE POINTS:		50

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 includes back-up and allows for unlimited users and user roles. The Proposer must include an integration plan that includes the following:

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). Authentication should be with the official PRDE account: @miescuola.pr; @de.pr.gov.
 - b. Compliance with the Ed-Fi and/or Global IMS 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 system must operate on a hyperconverged computing infrastructure environment.
7. 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.
8. The systems should be able to work in all the operations systems and browsers: IOS; Windows, Android, including Amazon Fire if possible.
9. Further, the proposed solution must be School Interoperability Framework (SIF) compliant. At minimum, the Proposer must provide detail regarding the approach for the following items; more specific requirements are included in the attachment:
 - Describe the versions of the School Interoperability Framework for which the system has agents.
 - Describe the SIF standard objects and elements of those objects published or subscribed by the system’s agent.
 - Describe any extensions made to the SIF standard objects for the system’s agent(s)

System Architecture and Integration:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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: <ol style="list-style-type: none"> a. Integration into PRDE single sign-on solution (MS Zure AD SAML 2.0 integration). Authentication should be with the official PRDE account: @miescuela.pr; @de.pr.gov. b. Compliance with the Ed-Fi and/or Global IMS standards including One Roster c. Student management platforms: <ul style="list-style-type: none"> • 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 	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
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		
An 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.	YES	10
Accessibility via mobile app; this content must be available in English and Spanish.	YES	10
Availability and accessibility of all source code	YES	10
Enterprise-level, industry compatible and non-proprietary database such as Oracle or SQL-Server.	YES	10
The proposed system must be 100% compatible with the PRDE OSIATD Hyperconverged IT Infrastructure	YES	10
Web-based interface and support all browser types to include current release and backward compatible at least 3 revisions	YES	10
Systems should be able to work in all the operations systems and browsers: IOS; Windows, Android, and is possible, Amazon Fire (inability to operate with Amazon Fire should be noted, but no points will be deducted).	YES	10
The proposed solution must be System Interoperability Framework (SIF) compliant. At minimum, the Proposer must provide detail regarding the approach for the following items; more specific requirements are included in the attachment: <ul style="list-style-type: none"> • Describe the versions of the School Interoperability Framework for which the system has agents. • Describe the SIF standard objects and elements of those objects published or subscribed by the system's agent. • Describe any extensions made to the SIF standard objects for the system's agent(s) 	YES	10
TOTAL AVAILABLE POINTS:		90

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. With regard to data related to grades

and evaluations, the entire record of current data must be migrated. This critical student-level data includes:

- 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.

Data and software conversion:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Includes: 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	YES	10

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
<p>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:</p> <ul style="list-style-type: none"> • 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. 	YES	10
<p>Provide a comprehensive software and data conversion plan to guide PRDE through a structured and seamless transition. This transition plan must:</p> <ul style="list-style-type: none"> • 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. 	YES	10
TOTAL AVAILABLE POINTS:		30

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.)
- Security monitoring, network defense and host intrusion prevention systems, and data loss prevention
- Secure disposal

Security:

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILABLE POINTS
Information security policies and procedures, including, FERPA, Payment Card Industry Data Security Standard (PCI DSS) and HIPAA compliance	YES	10
Risk assessment documentation	YES	10
Legal compliance statements	YES	10
Identity and access management, including an employee self-password reset function and a system for responding to employee employment changes (termination, change in role, etc.)	YES	10
Security monitoring, network defense and host intrusion prevention systems, and data loss prevention procedures documentation	YES	10
Data secure disposal	YES	10
TOTAL AVAILABLE POINTS:		60

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SECTION 5: EVALUATION AND SELECTION

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
Bilingual Capabilities: 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
School System Experience: 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
Product Functionality: 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.	30%
Training and Services (Implementation and Ongoing): 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.	30%
Approach to Integration: Quality of proposed integration plan and 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%
Experience and Credentials: Past performance on other contracts of comparable scopes and size to PRDE and ability of Proposer to deliver proposed equipment and services based on years of experience in the Proposer's industry and economic capacity and stability.	15%
Pricing: Price of equipment and services.	10%
TOTAL:	100%

5.3 NOTICE OF DEPARTMENT'S SELECTION; REQUESTS FOR REVIEW

A Notice shall be sent to the selected Proposer. The Notice may include a summary of all Proposer pricing, the Evaluation Committee 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 AT1 must, within 3 business days return a signed copy of the Notice to the Department indicating acceptance of their selection.

5.3 AWARD REVISIONS

Award revisions will be governed by the dispositions of the Law of Uniform Administrative Procedures (Law 38 of June 30, 2017, as amended). Any Proposer adversely affected by the decision of the Evaluation Committee may file a request for review with the Puerto Rico Appellate Court. All requests for review must be filed within twenty (20) calendar days from the date of the postmark on the envelope containing the Notice to the Proposer seeking review. Proposers who fail to file requests for review within the twenty (20) calendar-day period waive their right to contest an award. The mere filing of a revision proceeding will not paralyze the RFP proceedings.

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SECTION 6: GENERAL TERMS AND CONDITIONS

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"). Certificate of registration must be included in the proposal package.

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 the Department 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 the Department) 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 the Department 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 RFP must be signed by a partner with his or her title noted thereon. **Unsigned proposals and proposals not properly signed will be rejected. If the Proposer is a corporation or limited liability company, the proposal must be signed by an officer of the corporation/company 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/company.**

6.5 CORPORATE RESOLUTION

If the Proposer is a corporation or limited liability company, the proposal must be signed by an officer of the corporation or company and be accompanied by an official resolution authorizing the individual to sign the proposal and to enter into a contractual agreement on behalf of the corporation or company.

6.5 CONTRACT REQUIREMENT

Each Proposer agrees that if selected as a provider for the requested services, Proposer will enter into a written contract with the Department 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. All general and specific terms and conditions are subject to change by the Department's legal counsel. In the event the Department and any Proposer fail to enter into a contract, the Proposer's approval for award will be revoked by the Department.

6.6 CONTRACT TERM

PRDE intends to award six-month 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 January, 2022 ("Effective Date") and end on or around June 30, 2022, unless terminated earlier. In accordance with Section 1.6 of this RFP, the Department 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.

Evidence of the performance bond shall be filed with the Department by Proposer at or before execution of the contract.

6.8 PROPOSER COMPENSATION

Compensation for services performed under the contract shall not exceed the maximum compensation authorized by the Department 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. The Department 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, the Department shall only be obligated to pay the compensation due up to the date of termination, unless otherwise agreed by the Department as specified in the immediately preceding paragraph. In no event shall the Department 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. Subject to potential reductions outlined below, the service provider agrees that the final negotiated pricing set forth in the Proposer's contract shall remain fixed for the entire term of the contract. The Department 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 the Department, the provider is required to extend the reduced rates to the Department. The Department 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, the Department determines, in its sole discretion, that the services provided by Proposer are no longer in its best interest, the Department may terminate the contract on thirty (30) calendar day's written notice to Proposer. Further, the Department may terminate the contract if the Department determines that the termination is necessary for the protection of the public interest. In either instance, the Department will not pay any early termination charges under the contract.

The Ministry of the Interior shall have the power to terminate this contract at any time, without having to comply with any prior notification requirement.

6.10.2 Suspension of Services.

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

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. Failure of Proposer to pay any non-tax debt owed to the federal government in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996
- E. Default by Proposer under any other agreement Proposer may have with PRDE;
- F. 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;
- G. The Proposer incurs any conflict of interest as specified in the contract
- H. If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
- I. Failure to maintain insurance as required under the contract;
- J. 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 the Department, the Department may declare the Proposer in default, and give the Proposer written notice of the Department's intent to terminate the contract, effective as of the date specified in the notice. After giving written notice to the Proposer, the Department 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 the Department for any excess costs incurred by the Department. Any amount due the Proposer under the contract any other agreement Proposer may have with the Department may be offset against amounts claimed due by the Department in exercising this remedy;
2. Terminate the contract, effective at a time specified by the Department, 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 the Department 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. Execute on Proposer's performance bond;
7. Withhold all or part of Proposer's compensation under the contract.

8. Any other legal remedy available to the Department.

6.12 **NO WAIVER**

No delay or omission, or series of delays or omissions, by the Department to exercise any right under the contract shall be construed as any type of waiver of any right of the Department 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 the Department and if the Department 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 the Department following termination of the contract for any reason, or following the expiration of the contract by its terms, Proposer shall turn over to the Department or its designee within ten (10) business days of demand, all materials, supplies, equipment owned, or purchased by the Department, 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 the Department, so as to ensure, among other things, that the services are performed at a reasonable cost to the Department 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 the Department 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 the Department, 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 the Department. The Proposer shall use at least the same standard of care in the protection of the Confidential Information of the Department 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 the Department to a third party without the prior written consent of the Department. 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 the Department. 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 the Department and its legal counsel, with the understanding that the Department 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 the Department 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 the Department. The Proposer will execute all documents and perform all acts that the Department may request in order to assist the Department 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 the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the contract within ten (10) business days of demand. In addition, the Proposer shall return the Department's data in the format requested by the Department.
- 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 the Department would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Proposer agrees that the Department 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 the Department 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 Department 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 THE DEPARTMENT 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 the Department to be in default under any other agreement with the Department 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 THE DEPARTMENT that requests and accepts services from the Proposer in violation of this clause, is without legal authority to do 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 the Department under the contract and can grant or assign all rights granted or assigned to the Department 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 the Department 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 the Department 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 the Department the benefits of any manufacturer warranty of the products and shall cooperate with the Department in securing any and all remedies of such warranty for the benefit of the Department.

6.23 INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship of Proposer to the Department 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 Department employee benefits. It is further understood and agreed that the Department 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 the Department. The Proposer shall provide the Department 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 the Department, and its respective Department 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 the Department in any such action, the Proposer shall, at its own expense, satisfy and discharge such obligation of the Department. The Department 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. The Department retains final approval of any and all settlements or legal strategies, which involve the interest of the Department.

If Proposer, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Department 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 the Department 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 the Department was represented by counsel retained by the Department 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 DEPARTMENT OFFICIALS**

The Proposer agrees that no Department 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 Department 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 the Department.

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 the Department, 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.

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 the Department. "Adverse Interests" include the representation of clients that may have or could have interests contrary to the Department or contrary to the public policy of the Department of Education. This duty includes the continuous obligation of disclosing to the Department 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 the Department, 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 the Department. 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 the Department 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 the Department harmless from any and all taxes, assessments, penalties, and interest asserted against the Department 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 the Department harmless from any failure of Proposer to comply with applicable workers' compensation laws. The Department may offset against the amount of any fees due to Proposer under the Agreement any amount due to the Department from Proposer as a result of Proposer's failure to promptly pay to the Department 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, services rendered and payments received by Proposer from the Department 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 filled 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 the 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 the Department 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 the Department for performance under the contract, the Department 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 the Department be liable to Proposer for any amount in excess of the then current appropriated amount.

6.37 **FORCE MAJEURE**

The Proposer shall not be responsible for delays in service to the extent attributable to delays of the Department. If the Proposer incurs cost or expense beyond that assumed in the delivery of the services due to (a) the Force Majeure event or (b) delay attributable to delays of the Department, the recommencement will be subject to the agreement of the parties on the payment of associated charges. The parties specifically acknowledge and agree that COVID-19 is an event beyond the parties' control and it is not possible to foresee its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where the Department and/or the Proposer's obligations are not performed, affected, and/or delayed and that that is attributable to COVID-19 (including school closures arising as a result of the COVID-19 pandemic), notwithstanding any other provision in the agreement, the Department and/or Proposer will not be responsible for such delay, non-performance or failure. The parties will act reasonable and meet without delay, discuss the affected obligations, potential work arounds and related issues in good faith and will document any agreed changes to the contract.

6.38 **CONTRACT REVIEW BY THE FISCAL BOARD**

All contracts of \$10 million or more resulting from an RFP are subject to review by the Evaluation Committee in accordance with the Financial and Oversight Management Board ("FOMB") contract review policy and related amendments. See the FOMB contract review policies available at <http://juntasupervision.pr.gov/documents>. Pursuant to the Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico, for: contracts over \$10 million, the vendor must submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Board of Financial Supervision and Management for Puerto Rico, effective as of November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications), A signed copy of the "Contractor's Certification Requirement" must be included as an annex to the Contract.

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SECTION 7: SPECIFIC TERMS AND CONDITIONS

7.1 NO MULTIPLE AWARD STIPULATIONS

Each RFP issued by the Department 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 the Department 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 the Department 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 the Department 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 the Department are limited to services and products requested and authorized under the contract and the RFP.

7.4 STORAGE

In the cases where it applies, the Proposer shall bear all the expenses related to the storage of the products. The Government will not be responsible for any taxes or fees associated with storage prior to delivery. The PRDE reserves the right to conduct duly pre-approved and scheduled storage and inventory audits at least once a year.

7.5 SAMPLES

In the event that the Evaluation Committee requires samples of equipment or items listed, the Bidder will have three (3) business days, counted from receipt of the request, to physically deliver said samples in their original packaging. Proposers who do not comply will be disqualified from the RFP. Samples sent for evaluation will be free, representative of the product offered and will be identified by row, item, type, quality, style and size. After the evaluation of the samples, the Bidder may collect the samples, within ten (10) days after the verbal or written notification by the Evaluation Committee. PRDE is not responsible for any breakage or damage that supplied samples may suffer while they are under evaluation or inspection.

7.6 INVOICING

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

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.

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 Department 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 the Department and who are listed in the contract ("Key Personnel") will continue to provide services to the Department for the Term of the contract, unless the Department 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 the Department 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 the Department, upon the Department'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 the Department'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 the Department's practices and areas of expertise, to enable them to perform their duties and responsibilities under the contract. If the Department requests that Proposer remove any Key Personnel assigned to the Department's account, the parties will attempt to resolve the Department's concerns on a mutually agreeable basis. If the parties have not been able to resolve the Department's concerns within fifteen (15) business days of receipt of written notice of requested removal from the Department, Proposer will remove such Key Personnel from the Department'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 Department 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 the Department with a copy of all subcontracts within five (5) days after the Department'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 the Department and the Department's designated representatives, including submission, upon the request of the Department, a copy of Proposer's safety manual.
- B. Proposer, both directly and indirectly through its subcontractors, shall continuously protect the Department'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 the Department. 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 the Department, 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 the Department..
- G. If, in the opinion of the Department, the performance of the Services endangers adjoining property or persons, upon written notice from the Department to the Proposer, the services and installations shall be stopped, and the method of operation changed in a manner acceptable to the Department. 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

Please use Form 2 of Appendix III 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
- G. ID Cards and Reader/Recorder hardware system

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.

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 DPRDE (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 III** (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 III** (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 (Mandatory) – Refer to APPENDIX IV, FORM 1

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

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

TAB 3: Equipment, Software and Service Proposal (Mandatory) – Refer to APPENDIX VI

Each Proposer shall include in their proposal a detailed description of the equipment, software and service proposed by the Proposer. Each Proposer submitting a proposal must provide the information outlined in APPENDIX VI (Service Proposal Requirements). The failure to respond fully to each question and information requested in APPENDIX VI may result in Proposer disqualification for non-responsiveness.

TAB 4: Price Proposal (Mandatory)– Refer to APPENDIX IV, FORM 2 (Sample)

Proposers shall provide a Price Proposal using APPENDIX IV (FORM 2) attached hereto. **Proposers that do not submit pricing on Form 2 shall be automatically disqualified from consideration for a contract award.**

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 IV, FORM 3

Proposers must include the Non-Collusion Affidavit attached to this RFP as **APPENDIX III** (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 IV, FORM 4

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

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

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX IV** (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 IV, 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 IV** (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 IV, FORM 7

Evidence of current insurance coverage shall be submitted on the form attached as **APPENDIX IV** (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 (Mandatory) – Refer to APPENDIX IV, 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 and Government Sanctions

1. 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. The Proposer disclosure statement should be dated and signed by an authorized Proposer representative.

If Proposer has no recent legal actions to disclose, Proposer should submit the following signed 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.

2. Government Sanctions. List, and briefly describe any and all sanctions imposed by the federal government, the US Territory of Puerto Rico or any other state or local government, including debarment and/or suspension imposed in the past three (3) years. The disclosure should also describe any current investigations underway that could result in a penalty of debarment or suspension.

TAB 13: Service Level Agreement

The Proposer shall include its Service Level Agreement (“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 to this RFP and incorporated by reference herein. The SLA shall have the full force of contract between the Department and the Proposer.

TAB 14: Bidders Registry – Eligibility Certificate

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”). The Bidders Certificate must be submitted at or before the signing of the contract.

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.

TAB 21: Proposer Experience History (Mandatory) – Refer to APPENDIX IV, FORM 9

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 project. **This criterion is foundational; any Proposer unable to meet this requirement will be disqualified.**

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APPENDIX I – GLOSSARY

CBO	Community-based organization
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFO	Chief Fiscal Officer
CPW	Center Profile Worksheet
C.F.R.	Code of Federal Regulations. It presents the official and complete text of agency regulations in an organized fashion in a single publication. https://www.archives.gov/federal-register/cfr
DCF	Florida PRDE of Children and Families http://www.myflfamilies.com/
EDGAR	Education PRDE General Administrative Regulations http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html
EOC	End-of-Course, typically referring to a standardized assessment of student knowledge applied once the student finishes the course work. For example, Algebra I End-of-Course exam.
ESEA	Elementary and Secondary Education Act, as amended – Title IV, Part B – Catalog of Federal Domestic Assistance (CFDA) Number 84.287C Also known as the No Child Left Behind Act (NCLB). http://www2.ed.gov/policy/elsec/leg/esea02/pg55.html
ESSA	Every Student Succeeds Act. Also known as the Elementary and Secondary Education Act, as amended. http://www2.ed.gov/documents/essa-act-of-1965.pdf
ELA	English Language Arts
ELL	English Language Learners
FAC	Florida Administrative Code is the official compilation of the administrative rules and regulations of state agencies. https://www.flrules.org/
FBO	Faith-based organization
FDOE	Florida PRDE of Education: http://www.fdoe.org/
FRG	Funding Request Guide
FRP	Free and reduced Price Meals
F.S.	Florida Statutes http://www.leg.state.fl.us/statutes/
FSA	Florida Standards Assessments http://www.fsassessments.org/
GEPA	General Education Provisions Act
LEA	Local Educational Agency. In Florida, the school districts function in this role.
NCLB	No Child Left Behind Act.
OMB	Office of Management and Budget at the White House
PBL	Project or Problem-based Learning
PDS	Program Development Specialist
PY	Project Year as defined in the request for proposals/applications
RFA	Request for Applications This is the process used by the Florida PRDE of Education to issue noncompetitive grants and subgrants
RFP	Request for Proposals This is the used by the Florida PRDE of Education to request and receive applications for competitive grants and subgrants

SEA	State Education Agency. In Florida, the Florida PRDE of Education functions in this role.
STEM	Science, Technology, Engineering and Mathematics
SWP	School-Wide program
SBE	State Board of Education
TAPS	Tracking Applications These are unique (tracking) numbers assigned to Requests for Proposals (RFPs) or Requests for Applications (RFAs) to correspond with applications submitted to the Florida PRDE of Education. The Office of Grants Management staff assigns these numbers.
UGG	2 C.F.R. 200, Uniform Grant Guidance (also known as Uniform Guidance) http://www2.ed.gov/policy/fund/guid/uniform-guidance/index.html
USDA	United States PRDE of Agriculture http://www.usda.gov/wps/portal/usda/usdahome
USED	United States Education PRDE http://www.ed.gov/

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APPENDIX II: PRE-PROPOSAL CONFERENCE REGISTRATION FORM

DATE AND TIME: Monday, November 8, at 1:00 p.m.
LOCATION: Microsoft Teams Conference

Proposer representatives interested in attending the Monday, November 8, 2021 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.

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-2021-003-STUDENT INFORMATION SYSTEM (SIS):

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

APPENDIX III: 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	Proposal Signature Page – Mandatory	FORM 1	
TAB 3	Equipment, Software and Service Proposal – Mandatory		
TAB 4	Sample Price Sheet – Mandatory	FORM 2	
TAB 5	Non-Collusion Affidavit – Mandatory	FORM 3	
TAB 6	Proposal Bid Bond (15%) - Mandatory		
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 – Mandatory	FORM 8	
TAB 12	Recent Legal Actions		
TAB 13	Service Level Agreement		
TAB 14	Bidders Registry – Eligibility Certificate		
TAB 15	W-9 (IRS)		
TAB 16	Disaster Recovery and Business Continuity Plan		
TAB 17	Project Plan and Deployment Schedule –Mandatory		
TAB 18	Audited Financial Statements (3 Years)		
TAB 19	Joint Venture Documentation (If Applicable)		
TAB 20	Corporate Resolution (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	Proposer Experience – Mandatory	FORM 9	

APPENDIX IV: PROPOSAL SUBMITTAL FORMS

SEE FORMS ON THE FOLLOWING PAGES.

PROPOSAL SUBMITTAL FORM 1 – PROPOSAL SIGNATURE PAGE (MANDATORY)

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

PROPOSER: _____

ADDRESS: _____

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-2021-003-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 (MANDATORY)**INITIAL IMPLEMENTATION**

ITEM		SPECIFICATION	QTY	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			
SIS ID cards and card readers / recording devices	Initial installation			
	Maintenance			

Initial implementation total:**ONGOING SUPPORT**

ITEM		SPECIFICATIONS	QTY	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 (MANDATORY)

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-2021-003-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 _____, 202__, 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: _____;	
State: _____; Zip Code: _____.	

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 (\$): _____

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 (\$): _____

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 (\$): _____

REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER:

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-2021-003-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 **PRDE-OSIATD-2021-003-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.
5. This completed document **MUST** be received no later than **4:00 p.m. on November 18, 2021** 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-OSIATD-2021-003-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

CATEGORY	SCORE
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:

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

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

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:

SUBCONTRACTOR NO. 1:

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

SUBCONTRACTOR NO. 2:

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

SUBCONTRACTOR NO. 3

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

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 (MANDATORY)

PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 4:00 P.M., FRIDAY, NOVEMBER 12, 2021. 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 **PRDE-OSIATD-2021-003-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

PROPOSAL SUBMITTAL FORM 9 - PROPOSER EXPERIENCE OVER THE PAST 5 YEARS (MANDATORY)

ADD ADDITIONAL PAGES IF NECESSARY

1	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	SIS SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

2	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	SIS SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

3	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	SIS SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	
	CITY/STATE	

APPENDIX V: CURRENT SIS DATA COLLECTION & FUNCTIONALITIES

I. Administrative (Directors and Administrative Staff)**A. Students**

1. Creating new students
2. Enter Activities and Student Award- Not set up
3. Update Student Addresses (Physical and Postal)
4. Add Student Contact
5. Assign Students to a Home Classroom
6. Use "Wizard" to Enroll Student (Enrollment Simple Mode)
7. Enter information related to Information for Military Recruiters
8. Perform Student Search under various parameters.
9. Change Student Legal Name
10. Upload Student Photo
11. Create Group
12. Changing a Student's Grade
13. Give Low Student Participant of the School Choice Program.
14. Enroll Student
15. Identification of Occupational Students (for the role of principal and for the role of teacher)
16. Identification of Students Repeating Grade
17. Identify Armed Forces Managers
18. Identify Managers Working in Federal Properties
19. View Special Education Student
20. Identify Family Living in Public Residential
21. Print a Student's Class Program
22. Enroll Student Participant of the School Choice Program
23. Collect Student Ethnicity and Race Data
24. Register Services Offered to Title I Program Students (TAS)
25. Restrict Access to Student Information
26. Student Retention
27. Visualization of Students Identified with Language Limitations in Spanish (LSP) and data related to tests.
28. See Active Enrollments

B. School Administration and Configuration

1. Calculate School Calendar School Days
2. Create Parent Access Keys for Parent Account Creation
3. Create Instructional Technology Team Report
4. Edit School Calendar (School Days)
5. View Grades and Enrollment Count
6. Reinitialize Cycle Days in Calendar
7. Reset/Change Teacher Password
8. Next School for One or More Students

C. Attendance

1. Update Daily Home Room Teacher Assistance (Administrative)
2. Unresolved Absences/Delays (by Students)

D. Discipline

1. Add Action Taken to an Incident
2. Create New Incident with Participant and Action Taken
3. See Incidents by Student
4. See Incidents and Actions Taken

E. Graduation Standards

1. See Graduation Requirements
2. Copy Central Level Graduation Standards to School
3. Add Graduation Requirement to a Student
4. View and Enter Hours of Community Service, Green Hours

F. Academic Assessment

1. Record different types of evaluation (regular notes and skills for Kindergarten, PK, EE and Montessori)
2. Add Assessments to Credit Transcript
3. Add Graduation Requirement to a Student
4. Calculate GPA per Student
5. Calculate Partial Notes for GPA (have different GPOs)
6. Calculate Overall Average for Students
7. Uploading Credit Transcript Assessments
8. Correct Final Notes Previously Registered to Multi-Student Transcript
9. Correct Pre-Transcript-Registered End Notes for Multiple Students in a Single Class
10. Correct Pre-Transcript End Notes For a Student
11. Create Academic Assessment Patterns
12. Enter Academic Assessment by Class
13. Enter Academic Assessment by Student
14. View and Enter Hours of Community Service
15. View Student Assessments in Academic Assessment Report Format
16. See Student Assessment Audits

G. Demographic Information

1. Add Manager
2. Add Family Group
3. Add Family Member Information
4. Search Manager
5. Find and View Family Group
6. Find and View Family Members
7. Home Language Questionnaire
8. Socio-Economic Study

H. Reports

1. Assistance - Daily Use
2. General Assistance
3. Academic Assessment
4. Create Report of Enrolled Students Without Class Program
5. Create Demographic Information Statistics Reports
6. Generate University Style Credit Transcript Report- (in English and Spanish)
7. School Organization Maintenance Report
8. List of Failures and Incompletes
9. PRDE Grade Level Reports

I. Case Management

1. Assign Students to a School Counselor
2. Create Intervention for Counselor, Social Worker or Psychologist
3. Modify Intervention for Counselor, Social Worker and Psychologist
4. Modify Referrals for Counselor, Social Worker and Psychologist

J. Visualizing

1. Download Search Results in more than one format
2. Administrative Access to the Teacher Portal
3. Administrative Access to the Parent Portal
4. View and send Messages (different levels and annexes)
5. View Profile and Change Password

K. School Organization

1. Add Courses to Schools
2. Add Student to a Course Using the List-by-Class Link
3. Add Lounge
4. Assign Sections to Students
5. Search Sections
6. Unsubscribe a Student from a Class
7. Create a Student Class Program
8. Create Section
9. Share / Edit Section
10. Edit Capacity of an Existing Room
11. Remove Courses from the Student Class Program
12. Remove Student from a Course Using the List-by-Class Link
13. Edit Course Assignment and Drop Dates
14. Enroll Students in Sections from Course List
15. Repeat Course in the Same Year
16. See Course Offering
17. View, Edit, and Modify a Teacher in an Existing Section
18. Create more than one period type
19. Create next year's OE without affecting the current year

L. Health

1. Add Locking and Growth (Director)
2. Add Health Conditions
3. Vision and Hearing Assessment Record
4. Immunization Record

II. Teachers**A. Attendance**

1. Take Daily Assistance and assign justification codes.
2. View Attendance History

B. Assistance

1. Student Profile and Contact Details

C. Academic Assessment

1. Copy Instruments / Theme from one section to another
2. GradeMax - Visual Guide to the Teacher
3. Process for Submitting or Publishing Assessments (For Teachers) (by skill or by %)
4. See Academic Assessments

D. Access

1. Administrative Access to the Teacher Portal
2. View User Profile and Change Password
3. For Occupational teachers enter administrative data

E. Grades Registration

1. Assign grades to a theme instrument
2. Correct Score Errors
3. Create theme instrument
4. Create Evaluation Types
5. Edit Evaluation Types (For Teachers)
6. Submit Teacher Registration Assessments by the Director
7. View Previous Notes from a Transferred Student

III. Parents**A. Access**

1. Administrative Access to the Parent Portal
2. Display instruments, scores, %, skills, community hours, note reporting, and unofficial transcription.
3. Display absences (those determined to count the student)

IV. Other Matters**A. Homeless Data**

1. Enroll Students (Homeless Center)
2. Register Students Without Fixed Home
3. Unsubscribe
4. Change a Student's Family Group

B. Impact Aid

1. Identify Parent or In-House Managers or Working in Federal Property
2. Identify Family Living in Public Residential

C. Data collection for compliance with the Carl Perkins Act

1. Enter Occupational Program data (Director, Coordinator, Teacher).

D. Other Data Collected

1. Migrants
2. Justification for the low code Other (B12)
3. Identify Foster care
4. Identify Eligible Students Under Section 504
5. Gifted
6. Codes defined in transcription

APPENDIX VI: SERVICE PROPOSAL REQUIREMENTS**PART 1: INFORMATION SYSTEMS REQUIREMENTS AND IMPLEMENTATION****1. TECHNOLOGY CONSIDERATIONS**

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Data Warehouse compliant with either IMS Global standards and/or Ed-Fi open-source unifying data model data framework standard	YES	10		
"Roadmap" of future versions of the offered solution	YES	5		
Capacity Planning assessment.	YES	10		
Systems integration plan	YES	10		
Data migration strategy plan	YES	10		
Definition and design of the backups, restore, archive, data cleaning procedure	YES	10		
IT Hardware for project implementation assessment	YES	5		
Support and maintenance plan including knowledge transfer processes and helpdesk operational parameters	YES	10		
Support and maintenance of the solution offered for the full term of the contract and renewal periods	YES	10		
TOTAL AVAILABLE POINTS:		80		

2. ORGANIZATIONAL CHANGE MANAGEMENT - TRAINING

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Web-based, mobile-friendly, searchable User Manuals, in Spanish, specifically for PRDE	YES	10		
Definition and elaboration of the Communication Plan of the new system.	YES	10		
Training Plan	YES	10		
TOTAL AVAILABLE POINTS:		30		

3. DATA SECURITY AND MANAGEMENT

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Definition and implementation of the Security Model for all classes of users (end users, administrators, developers, technicians, etc.): <ul style="list-style-type: none"> Classifications of the roles and profiles of the users aligned to the needs of the business, including academic roles that edit specific administrative data. Definition and implementation of processes, policies, procedures and organization of security management. Initial users' enrollment, their profiles and user profile maintenance during the system implementation	YES	10		
Technical procedure for disaster recovery	YES	10		
Registration of data security incidents in the proposed platforms.	YES	10		
Software licensing control	YES	10		
Integration with MS Azure AD SAML 2.0. Authentication should be with the official PRDE account: @miescuela.pr; @de.pr.gov	YES	10		
TOTAL AVAILABLE POINTS:		50		

4. POST IMPLEMENTATION SUPPORT

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
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	YES	10		
TOTAL AVAILABLE POINTS:		10		

5. IMPLEMENTATION OF SIS – USER GROUP CONSIDERATIONS

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Student Information System at PRDE requires definition of user groups access levels and privileges: <ul style="list-style-type: none"> School based users Regional and Central office users Community members Special Education and Social Services Secretary and the Cabinet 	YES	10		
Ability to customize interfaces and reporting tools to address the variety of users that exist within PRDE	YES	10		
Default system-level views with key metrics identified	YES	10		
Content and materials must be available in both English and Spanish for all elements	YES	10		
Disclose and quantify one-time and recurring resources, costs and requirements that would be assumed either partially or fully by PRDE	YES	10		
TOTAL AVAILABLE POINTS:		50		

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PART 2: SPECIFICATIONS**1. REQUIREMENTS**

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Scalable number of fields, user-defined fields, tables, and entries your system will support	YES	10		
Scalable number of reports	YES	10		
Scalable number of schools	YES	10		
Scalable number of users (total and concurrent)	YES	10		
Audit capacity of the system, field changes, user ID updates, deletes, etc.	YES	10		
Capacity for locally customized screens, tables, and fields	YES	10		
Built-in utilities, functionality monitoring, communications, and alert systems to identify and warn of possible system issues	YES	10		
Student attendance system support the use of student scanning of id cards for attendance record keeping.	YES	10		
Provide the necessary hardware equipment to enable student school and classroom attendance recording and reporting capability: <ul style="list-style-type: none"> ID Card reader devices for 33,000 classrooms ID Cards for XXX students and XXX teachers 	YES	20		
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 and include period by period classroom attendance.	YES	10		
Capacity for transfer of partial evaluations between schools and between sections within the same school	YES	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)	YES	10		
Capacity for on-line account setup for new users at the school level	YES	10		
TOTAL AVAILABLE POINTS:		150		

2. DATA AND REPORTING

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Student data:				
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	YES	10		
Tracking and reporting student behavior and discipline records for safety, compliance, and reporting purposes	YES	10		
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	YES	10		
System must include user behavior analytics tools such as heat maps and interaction tracking, as well as feedback mechanisms to gain insights on user experience and provide monthly performance reports. The selected team must have availability to hold monthly meetings with the Department of Education and PRITS to discuss how to retain users and gain user acceptance, based on these insights.	YES	10		
Program services:				
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	YES	10		
Federal program eligibility, participation, and compliance reporting for programs such as free and reduced lunch or Medicaid	YES	10		
Student health management, health services provision, critical student medical information, immunization records, and compliance reporting	YES	10		
Attendance:				
Student attendance rate tracking, data submission rates, non-standard attendance (early dismissals, late arrivals, recurring absences, etc.), data reporting to identify chronic absenteeism.	YES	10		
Courses and scheduling:				
Master schedule and student scheduling, registration and enrollment.	YES	10		
Gradebook, report cards, transcripts:				

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Student progress reporting, student academic history, progress toward graduation tracking, activity eligibility, and documentation.	YES	10		
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.	YES	10		
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.	YES	10		
Data and reporting capabilities:				
Provide a standard library of reports that include: 1. Required federal compliance reporting 2. Required state reporting	YES	10		
Provide the ability to design custom report with specific data and visual output specifications, especially those used to identify and prioritize operational exceptions	YES	10		
Provide the ability to generate activity reports on a variety of topics:				
Student attendance – by student, by day, by class type, by class period, etc., chronically absent students or those in danger of becoming so	YES	10		
Attendance submission – by teacher, by day, by period, by class type, etc.	YES	10		
Gradebook status – Gradebooks that have / have not been set up, assignments (by date, by total, by type, etc.), weightings and grading type, etc	YES	10		
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.)	YES	10		
Academic information – Honor roll lists (with user-define criteria), in danger of failing / retention lists; progress toward graduation	YES	10		
Parent and family engagement – Frequency of user logging into parent/family portal	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
<p>Subgroup status, tracking, and data analysis, particularly for the following student populations:</p> <ul style="list-style-type: none"> • 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 • Alternative Study Programs: Proyecto CASA, Escuelas Públicas Alianza, Occupational Students • Juvenile System Students 	YES	10		
Provide the ability to maintain historical and audit data (e.g., what user processed a change and when) regarding all student data.	YES	10		
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.	YES	10		
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.	YES	10		
Clearly specify which data and reporting functionality is currently available and which require further development in order to meet requirements.	YES	10		
TOTAL AVAILABLE POINTS:		140		

3. COMMUNICATIONS

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Automated attendance alerts:				
Alerts to teachers who have not taken attendance before the end of the period	YES	10		
Alerts to school leaders or designated administrators highlighting teachers who have not taken attendance before the end of the periods	YES	10		
Alerts of students marked present in a previous period but absent in the following period	YES	10		
Methods of communication (via portal, mobile app, etc.) between teachers and families, families and schools, and schools and staff.	YES	10		
Alerts to transcript or other content availability or updates to families and students.	YES	10		
Provide the ability to push centrally or regionally managed notifications to end users based on user type, school type, location, etc.	YES	10		
Standard support materials targeted to each user base, including user guides, "how-to" videos, and webinars or other training opportunities.	YES	10		
TOTAL AVAILABLE POINTS:		70		

4. ACCESS AND AVAILABILITY

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
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	YES	10		
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.	YES	10		
TOTAL AVAILABLE POINTS:		20		

5. IMPLEMENTATION AND INITIAL TRAINING

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Provide a comprehensive plan for platform implementation, which should include:				
c. The timeline for service rollout with major milestones in adoption. The timeline for data migration that allows for no loss of data or system functionality	YES	10		
Plan outlining the costs and timeframe associated with implementing the customizations required by PRDE to support PRDE needs	YES	10		
TOTAL AVAILABLE POINTS:		20		

6. TRAINING STRATEGY, METHODOLOGY, MATERIALS, TRAINING ENVIRONMENTS AND SERVICES

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Security guidelines (e.g., FERPA, HIPAA)	YES	10		
Trainers to conduct training for end users	YES	10		
Multiple options for training (i.e., computer-based training, instructor-led, and train-the-trainer)	YES	10		
List all documentation that exists for end-users, administrators and developers	YES	10		
Training deliverables must be submitted to PRDE for final approval	YES	10		
Work with PRDE to develop PRDE-specific scenarios to be used for each module in training	YES	10		
Provide all training documentation in editable formats (Microsoft Word, PowerPoint, etc.), in both English and Spanish	YES	10		
Identify which training material are included (for maintenance and updating) in the contract terms	YES	10		
Provide training environments to conduct training. Note: no identifiable student or staff data can be used in the trainings or in any training materials.	YES	10		
Develop a knowledge transfer plan for sustainability of support and training	YES	10		
Provide technical and end-user training as part of the transition from implementation to operations	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Provide on-site training to PRDE personnel, held primarily at PRDE central office in San Juan, Puerto Rico	YES	40		
Training and related materials must be available in English and Spanish, and will be provided for: a. IT staff for system maintenance and management. 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 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, including videos, presentations, manuals, and other online available materials.	YES	40		
Outline the resources required from PRDE for initial system setup (e.g., data, staff support, platform access)	YES	10		
TOTAL AVAILABLE POINTS:		200		

7. ONGOING TRAINING AND SUPPORT

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Provide customer service and help desk support services; these services and resources must be available in both English and Spanish	YES	10		
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	YES	10		
Perform regular maintenance tasks and provide technical support as needed	YES	10		
Support must be available in English and Spanish	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
<p>Include a sample plan for call center operations:</p> <p>a. Location(s) and staffing levels</p> <p>b. Support tools and resources, particularly those used to more quickly diagnose and resolve critical or escalated problems, as well as the escalation process</p> <p>c. Ticket support services and service levels to ensure that responsive, reliable, and knowledgeable support be provided during and after implementation. Issues should be address within 24 hours of ticket opening. 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:</p> <ul style="list-style-type: none"> • 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 resolves through standard help desk escalation procedures <p>d. PRDE's ability to access and view tickets, and to generate daily, weekly and monthly reports documenting user requests and needs</p> <p>e. Hours of operation (regular and extended). Seven days a week, with limited hours on the weekends</p> <p>f. Call center methodologies for handling and processing calls with samples of forms and computer screen shots</p> <p>g. Contact response service levels for telephone calls, voicemails, and emails</p> <p>h. Additional methods of communication or pathways to report issues (e.g., app-based communication tools, chat, alerts and message via text, etc.)</p> <p>i. Regular report documenting all user issues reported</p> <p>j. Proposer's levels of support, as required</p> <p>k. Any continuous improvement efforts underway or planned to improve the quality of call center support services</p>	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Provide a support database or application that includes: <ol style="list-style-type: none"> 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 	YES	10		
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: <ol style="list-style-type: none"> 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 	YES	10		
TOTAL AVAILABLE POINTS:		70		

8. ACCOUNT MANAGEMENT AND STAFFING SUPPORT

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Staffing plan that includes the deployment of additional embedded staff. This or these individual(s) would provide ongoing, onsite support and would be dedicated to serving the needs of PRDE exclusively.	YES	10		
Single point of contact for PRDE with overall responsibility for the functions under the contract. Spanish language proficiency is required	YES	10		
Technical Coordinator to provide technical support and coordination between PRDE and the Proposer. Spanish language proficiency is required.	YES	10		
Provide a Project Manager, identified with overall responsibility for the implementation and transition from the Implementation phase to the Operations phase of the contract.	YES	10		
<p>Implementation Team members with expertise in the following areas:</p> <p>a. Data and data transfer: Specialists in data conversion and reporting who ensure a smooth and compete transfer of data into the new solution, as well as develop the reporting and analytics tools required</p> <p>b. Deployment and optimization: Experts with extensive knowledge of the solution, best practices, configuration, and knowledge transfer</p> <p>c. Customization: Development experts tasked with building out the specific customizations required to ensure the solution meetings PRDE needs</p> <p>d. Training: Experts in developing, customizing, executing, and monitoring the effectiveness of training resources and materials, both through planning and deployment</p> <p>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.</p>	YES	10		
TOTAL AVAILABLE POINTS:		50		

9. DISASTER RECOVERY AND CONTINUITY OF BUSINESS PLAN

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Provide evidence of previous experience with the successful implementation of disaster plan during an emergency.	YES	10		
Provide risk management plans detailing (1) what actions will be taken to prevent negative impacts, (2) a tactical plan to respond in the first 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: <ul style="list-style-type: none"> • 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 	YES	10		
Backup Recovery testing schedule				
Business Continuity Plan for returning to operational status in the event of a disaster. This plan must include the following components: <ol style="list-style-type: none"> a. How, where, and with what frequency data backup and storage will occur. b. Requirements for continued system functionality. c. Timeline 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) 	YES	10		
TOTAL AVAILABLE POINTS:		30		

10. SERVICE LEVEL AGREEMENT (SLA)

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Data center and security management	YES	10		
Help desk and customer support services	YES	10		
Status and update notifications	YES	10		
Support services	YES	10		
SIS ID cards and card readers/recording devices	YES	10		
TOTAL AVAILABLE POINTS:		50		

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11. SYSTEM ARCHITECTURE AND INTEGRATION

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
<p>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:</p> <p>a. Integration into PRDE single sign-on solution (MS Zure AD SAML 2.0 integration). Authentication should be with the official PRDE account: @miescuola.pr; @de.pr.gov.</p> <p>b. Compliance with the Ed-Fi and/or Global IMS standards including One Roster</p> <p>c. Student management platforms:</p> <ul style="list-style-type: none"> • 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 <p>d. Instructional tools, apps, and systems (e.g., Clever, iStation, STMath, Renaissance)</p> <p>e. Related service provider management and billing systems (counseling, medial, etc.)</p> <p>f. Staff management platforms, such as human resources and financial management solutions so as to integrate staffing lists and assignments</p>	YES	10		
An 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.	YES	10		
Accessibility via mobile app; this content must be available in English and Spanish.	YES	10		
Availability and accessibility of all source code	YES	10		
Enterprise-level, industry compatible and non-proprietary database such as Oracle or SQL-Server.	YES	10		
The proposed system must be 100% compatible with the PRDE OSIATD Hyperconverged IT Infrastructure	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Web-based interface and support all browser types to include current release and backward compatible at least 3 revisions	YES	10		
Systems should be able to work in all the operations systems and browsers: IOS; Windows, Android, and is possible, Amazon Fire (inability to operate with Amazon Fire should be noted, but no points will be deducted).	YES	10		
The proposed solution must be System Interoperability Framework (SIF) compliant. At minimum, the Proposer must provide detail regarding the approach for the following items; more specific requirements are included in the attachment: <ul style="list-style-type: none"> Describe the versions of the School Interoperability Framework for which the system has agents. Describe the SIF standard objects and elements of those objects published or subscribed by the system's agent. Describe any extensions made to the SIF standard objects for the system's agent(s) 	YES	10		
TOTAL AVAILABLE POINTS:		90		

12. DATA AND SOFTWARE CONVERSION

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Includes: <ol style="list-style-type: none"> Student demographic records Student and staff contacts Student enrollment history and attendance records Student academic history and transcript data Student health and immunization records Student subpopulation data and academic program indicator Student assessment data 	YES	10		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
<p>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:</p> <ul style="list-style-type: none"> • 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. 	YES	10		
<p>Provide a comprehensive software and data conversion plan to guide PRDE through a structured and seamless transition. This transition plan must:</p> <ul style="list-style-type: none"> • 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. 	YES	10		
TOTAL AVAILABLE POINTS:		30		

13. SECURITY

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
Information security policies and procedures, including, FERPA, Payment Card Industry Data Security Standard (PCI DSS) and HIPAA compliance	YES	10		
Risk assessment documentation	YES	10		
Legal compliance statements	YES	10		
Identity and access management, including an employee self-password reset function and a system for responding to employee employment changes (termination, change in role, etc.)	YES	10		
Security monitoring, network defense and host intrusion prevention systems, and data loss prevention procedures documentation	YES	10		
Data secure disposal	YES	10		
TOTAL AVAILABLE POINTS:		60		

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APPENDIX VII: LIST OF PRDE SCHOOLS AND NON-INSTRUCTIONAL FACILITIES

Information posted at <https://de.pr.gov>

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