HON. PEDRO R. PIERLUISI URRUTIA GOVERNOR



ALEXIS TORRES SECRETARY

## Request for Proposals – DSP-IT-RFP-2024-01 Law Enforcement Records Management System (RMS) for the Commonwealth of Puerto Rico Police Bureau (PRPB)

**Invitation:** The Department of Public Safety invites qualified bidders to submit responses to its Request for Proposal (RFP) of a Records Management Solution, with implementation and support services.

Date of Issue: This Request for Proposal is issued on Monday January 15<sup>th</sup> 2024.

Deadline: All proposals must be submitted before Friday March 15th 2024, at 4:00 P.M. AST.

**Contact:** Any questions pertaining to this RFP, or any request for information and clarification must be made in writing to the address provided on or **before February 5<sup>th</sup> 2024, at 4:00 P.M. AST**. An answer will be provided in a timely manner. All questions and answers will be documented and distributed equally to all proponents.

Tatiana Padín Arvelo Technology and Telecommunications Auxiliary Secretary Department of Public Safety 235 Arterial Hostos Avenue, Capital Center II, Torre Norte 14th Floor San Juan, Puerto Rico 00918 Email: rms@policia.pr.gov

**Submission of Proposal:** All interested parties shall submit one (1) original and five (5) copy sets of the proposal, which are to be delivered to the Department of Public Safety, **no later than Friday March 15<sup>th</sup>, 2024, at 4:00 P.M. AST** or by e-mail to the <u>rms@policia.pr.gov</u>. If you have any problems sending files via email, please contact us to provide an alternative method. They shall be addressed to:

Tatiana Padín Arvelo Technology and Telecommunications Auxiliary Secretary Department of Public Safety 235 Arterial Hostos Avenue, Capital Center II, Torre Norte 14th Floor

San Juan, Puerto Rico 00918

CAPITAL CENTER II | 235 ARTERIAL HOSTOS AVE. STE 103 | HATO REY PR 00918



#### THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

Where proposals are sent by mail, the bidder shall be responsible for their delivery to:

### Tatiana Padín Arvelo Technology and Telecommunications Auxiliary Secretary Department of Public Safety 235 Arterial Hostos Avenue, Capital Center II, Torre Norte 14th Floor

San Juan, Puerto Rico 00918

before the date and time set for the closing of acceptance of proposals.

#### SEALED PROPOSAL - DO NOT OPEN DSP-IT-RFP-2024-001 (Name of Bidder) (Mailing Address of Bidder and Email address) (Telephone Number of Bidder)

All proposals must be received **no later than 4:00 pm AST on Friday March 15<sup>th</sup> 2024.** Proposal must be sealed and clearly marked "Records Management System Implementation and Support Services" including the name of bidder, mailing address, email address, telephone number and fax number of the Proponent. Proposals received after that time and date, or without all the required information will be rejected and will not be considered. In the event of disputes about the time and date of receipt of a proposal, the date and time of receipt set by the COMMONWEALTH will prevail.

Questions: Questions about this process or the requirements must be in writing and forwarded only via email to: rms@policia.pr.gov, on or before February 5<sup>th</sup> 2024 at 4:00 P.M. AST, to allow enough time to respond before the submittal deadline.

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# 1. Introduction

### 1.1 Background

The Puerto Rico Police Bureau (PRPB), functioning under the Department of Public Safety (DPS), is responsible for delivering public safety services to the Commonwealth of Puerto Rico, its citizens, visitors to the island, and key stakeholders.

PRBP relies upon various proven technologies to enable its operational capabilities. To support future state operational goals, and IT Strategic Plan (ITSP). PRPB has created a plan to implement key technological improvements over the next 3-5 years, which includes modernizing their record and data management capabilities through the acquisition of a modern Records Management System (RMS).

RMS are used by nearly all police agencies to record, track, aggregate, and report on incidents (arrests, crime reports, citations), as well as manage investigations and miscellaneous other operational activities. Additionally, the Commonwealth has adopted a Consent Decree with the US Department of Justice to deliver key police reforms. RMS is a key technology component necessary to meet the objectives of the Consent Decree by improving information collection, access, leverage, and therefore operational effectiveness across the Bureau.

PRPB currently maintains a custom developed collection of applications that support report writing and many operational capabilities, referred to as the Global Technology Enterprise (GTE) system. However, GTE lacks a mature backend data architecture, which constrains PRPB from performing robust data analytics and from efficiently sharing data across GTE components or modules. PRPB intends to replace most if not all of GTE with a reliable RMS and functionality that supports efficient police operations, promotes accurate data collection, and minimizes duplicate data entry.

With this initiative, PRPB is seeking an RMS solution that will:

- Modernize its records management capabilities.
- Support the objectives of the Consent Decree by improving information collection, access, leverage, and operational effectiveness.
- Replace less capable systems.
- Provide robust data analytics capabilities.
- Efficiently share data across the Bureau

### 1.2 Objetives

PRPB's future RMS is intended to deliver integrated capabilities across PRPB's operations to replace existing, siloed functions and implement new capabilities including:

- Designated RMS capabilities in phases aligned with PRPB operational priorities and objectives of its ITSP (as described in Figure 1. PRPB RMS Capabilities Model).
- Reliable RMS functionality that supports efficient police operations, promotes accurate data collection, and minimizes duplicate data entry.
- Master data indices and business logic to drive data quality improvements and operational outcomes.

- Provision of data to support robust analytics necessary to support Consent Decree requirements as enumerated in the <u>Agreement for the Sustainable Reform of the Puerto Rico Police</u> <u>Department</u>.
- A sustainable and extensible application platform that allows PRPB to benefit from future evolving technology and policing best practices.
- Develop and maintain an automated record management system and electronic files (Agreement for the Sustainable Reform of the Puerto Rico Police Department: Paragraph 221).
- The ability to complete incident/crime/arrest reports, report crime to the public and the FBI/DOJ, produce copies of reports for those members of the community involved in an incident (e.g., traffic collision reports), maintain the chain of custody of property and evidence, and provide the necessary documentation to file cases for prosecution, and integrate with other data systems to ensure accurate and reliable data. (Agreement for the Sustainable Reform of the Puerto Rico Police Department: Paragraph 219).
- Shall develop protocols for collecting, analyzing, and reporting the information. (<u>Agreement for</u> <u>the Sustainable Reform of the Puerto Rico Police Department</u>: Paragraph 220).
- Establish information systems and use technology to support the Consent Decree's implementation in an efficient and effective manner (<u>Agreement for the Sustainable Reform of</u> <u>the Puerto Rico Police Department</u>: Paragraph 218).
  - Additional <u>Agreement for the Sustainable Reform of the Puerto Rico Police Department</u>: references:
- Paragraphs: 13, 28, 30, 31, 33, 35, 36, 37, 38, 39, 40, 41, 43, 44, 48, 49, 51, 52,
  - 56, 57, 60, 62, 63, 64, 66, 67, 69, 70, 71, 72, 75, 76, 77, 83, 85, 86, 91, 92, 95, 97, 100, 147, 148, 151, 152, 153 155, 163, 171, 172, 173, 176, 217, 222, 223

### 1.3 Scope Summary

The scope of this solicitation includes work to be performed, deliverables and functioning software implemented and supported under contract, specifically:

*a)* **Records Management System:** The expected RMS capabilities and interfaces sought by this RFP are summarized in the capabilities model below and described in the requirements provided in *Appendix B & C - Detailed Functional and Non-Functional Requirements and Appendix D - Technical Requirements Narrative Response.* 

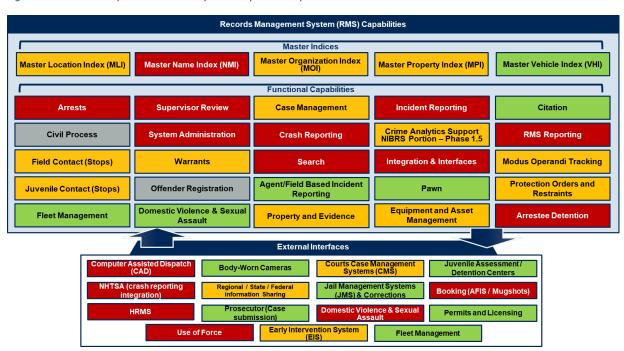


Figure 1. PRPB RMS Capabilities Model by desired phased implementation

The legend below indicates how PRPB wishes to sequence the implementation of specific RMS capabilities to prioritize capabilities to establish core records capture and management that will further the PRPB NIBRS certification. While this desired phased implementation is not mandatory, Vendors should take this into consideration in terms of their technical approach, implementation plan and cost proposals. Validation of the implementation sequencing shall occur within the first 60 days of project planning.



- **b) RMS User Interface and Application Functionality:** The Vendor is expected to provide all software user interfaces, configurations, workflows, and system messages in International Spanish. This requirement shall persist across all system updates and future enhancements.
- c) RMS Project Management (PM) and Implementation and Systems Integration (ISI) Services: The Vendor is expected to provide Project Management (PM) and Implementation and Systems Integration (ISI) and Training services as described in Appendix E, Proposed Statement of Work (SOW) Language. This also includes International Spanish language / translation support for key project meetings, workshops, and project artifacts and documentation.
- d) Maintenance and Support: The Vendor will be responsible for providing maintenance and support, for both on-premise and hosted, for the RMS and supporting systems. Should the Vendor propose a hosted or Software as a Service (SaaS) solution, the Vendor will also be responsible for on-going operation of the application and/or its underlying infrastructure. Please see Section 7.3.1 for details on the Maintenance and Support.

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Special note: PRPB would like Vendors to propose Tier / Level 1 helpdesk support<sup>1</sup> for both endusers and technical staff and for support to be available in both English and International Spanish languages. However, this is not a mandatory requirement, and should be priced separately in the cost proposal only if the Vendor, or a partner, is capable of providing this service.

e) Warranty: The Vendor will be responsible for providing warranty and support. Please see Section 7.3.2 for details on the Warranty.

#### 1.4 Type of Solution Sought

The Commonwealth seeks to implement a "state of the art" RMS, which will satisfy the Commonwealth's requirements as specified in this RFP, that is easy to maintain, upgrade and expand and that will satisfy future needs for additional functionality and/or processing capacity.

The Commonwealth requests that Vendors offer their "best" solutions that will satisfy the requirements set forth in this RFP.

The Commonwealth will consider all solutions of all types including the following:

- i. An RMS solution that uses a single "Commercial-off-the-shelf" (COTS) software package from a single vendor to meet the Commonwealth's requirements.
- ii. An RMS solution comprised of a combination of COTS software packages to meet the Commonwealth's requirements provided by the Vendor and/or its solution partner(s). All solutions must be included within the Vendor's Proposal and all necessary associated integrations to meet RMS functional, performance and support requirements must be included. (Note: If the Vendor chooses to partner, the RMS vendor is required to serve as prime contractor and only with the written consent/approval of the Commonwealth.)

The Commonwealth will also consider the following solution approaches, assuming the proposed approach satisfies all of the Commonwealth's requirements:

i. A Cloud or hosted solution or: ii. A traditional Customer-Premise Equipment (CPE or 'on-premise') solution.

The Commonwealth does not wish to implement customized software packages. Configuration of a COTS product is acceptable, and reasonable customization of any COTS product(s) is expected; however, customization is to be minimized or avoided.

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<sup>&</sup>lt;sup>1</sup> Tier 1 Help Desk Support is the first line of contact when it comes to user support. This is the team that handles the initial contact with users and basic troubleshooting.

Request for Proposals for Law Enforcement Records Management System (RMS)

#### 1.5 Solicitation Schedule

The date for submitting Proposals pursuant to this RFP (the "Submission Date") is as provided below. Proposals must be submitted as provided in Section 5, *Proposal Submission Requirements*, by the time on the Submission Date indicated below.

Table 1. RMS Solicitation Schedule		
Event / Milestone	Date / Timing	Notes
RFP published	January 15 <sup>th</sup> 2024, By 4 P.M. AST	None.
Pre-Bid Vendor Conference (virtual)	January 29 <sup>nd</sup> 2024 at 2 P.M. AST – 4:00 P.M. AST	Pre-Bid conference will be held virtually to provide a brief overview of the PRPB and address any questions regarding the published RMS RFP: <u>Teams conference Link.</u>
Deadline for Questions	February 5 <sup>th</sup> 2024, By 4 P.M. AST	Submit questions, requests for clarification, information to Primary Contact, in writing via email.
Response to Questions Posted	February 12 <sup>th</sup> 2024 By 5 P.M. AST	None.
Solicitation Due Date (Vendor Proposals Submitted)	March 15 <sup>th</sup> 2024, By 4 P.M. AST	Five (5) printed paper copies of the Proposal must be received by the Commonwealth's Primary Contact, in addition to an electronic version of all Proposal materials.
Short-List Selection	April 15 <sup>th</sup> 2024, By 5pm AST	Invitation to Demonstrate Solution and Respond to Q&A.
Vendor Demonstrations	Week of April 29 <sup>th</sup> 2024	1 day per Vendor, conducted on-site.
Notification of Intent to Contract	May 13 <sup>th</sup> 2024, by 5 P.M. AST Estimated	None.
Commonwealth/PRITS Approval	May 27 <sup>th</sup> 2024, by 5 P.M. AST Estimated	None.
RMS Implementation Start	June 10 <sup>th</sup> 2024 Estimated	None.

These dates are estimates only and the Commonwealth reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. Notice of changes in the Pre-Proposal Conference date/time or location, the due date/time for submission of Vendor questions, and the date/time for Proposal Submission will be posted on the Commonwealth's website at

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Request for Proposals for Law Enforcement Records Management System (RMS)

https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos. The other dates/times listed may be changed without notice to prospective Vendors.

Vendors to this RFP (each an "Vendor" and collectively "Vendors") must submit their responses and applications electronically on rms@policia.pr.gov and in accordance with Section 3.1.5, *Proposal Submission Requirements*.

Submissions will not be considered unless the Applicant has proceeded through the eContract Commonwealth system. For more information, please consult the reference materials found on the https://www.prits.pr.gov/proveedores-de-tecnologia-form and https://registros.asg.pr.gov/Login e-mail inforegistros@asg.pr.gov or call 787-759-7676 ext. 8050.

Vendors who have failed to file complete applications DSP-IT-RFP-2024-01 through the https://registros.asg.pr.gov/Login online application process prior to the closing date and time will *not* be considered for the contract. The Commonwealth encourages Vendors to start and complete their online applications as early as possible.

#### 1.6 Commonwealth Primary Point of Contact

The name, address, and contact information for the Commonwealth's Primary Contact for this RFP are as follows:

#### Tatiana Padín Arvelo

Department: Technology and Telecommunications Auxiliary Secretary Department of Public Safety Address: 235 Arterial Hostos Avenue, Capital Center II, Torre Norte 14th Floor San Juan, Puerto Rico 00918 Email: rms@policia.pr.gov

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing by the deadline set forth in Section 1.4.

No oral response by any employee or agent of the Commonwealth shall be binding on the Commonwealth or shall in any way constitute a commitment by the Commonwealth. If a Vendor finds any inconsistency or ambiguity in the RFP, the Vendor is requested to notify the Commonwealth by the questions due date set forth in Section 1.4.

No discussion with Commonwealth representatives about this solicitation without communicating through defined channels is permitted.

## 2. Vendor Services Specification (Vendor Proposal)

Vendor Proposals are expected to comply with the structure provided in this section, where the proposal response is provided in three (3) separate volumes.

### 2.1 <u>Qualifications of Vendor (Volume 1)</u>

Proposals will be evaluated, in part, on the Vendor's ability, in the Commonwealth's sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Vendors are accordingly required to furnish the information described below.

The Commonwealth reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Vendor's submissions meet the information requirements provided below and are sufficient to demonstrate the Vendor's qualifications. Vendors may supplement their qualifications according to the requirements of the project.

Volume 1 of the Proposal should include the following sections, with the information specified for each.

#### 2.1.1 Description of Vendor

The Vendor shall provide:

- a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Vendor.
- b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.
- c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions directly associated with the Vendor's RMS product(s) and services including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- d) Address and telephone number of production facility / facilities where any of the work is to be accomplished (if different than item a) name, address of the proposed project manager.
- e) A narrative description and organization chart depicting the management of the Vendor's organization and its relationship to any larger business entity.
- f) A description of the overall operations of the Vendor, the number and scope of other RMS projects currently ongoing or set to begin in the near future.
- g) Provide, at Vendor's option, any additional information not specifically listed above which demonstrates the qualifications of the Vendor to perform the scope of work specified in this RFP.

### 2.1.2 Financial Qualifications

The Vendor shall provide:

- a) A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP.
- b) A current audited statement of financial condition, prepared by an independent certified public accountant.
- c) Financial statements for the two (2) years preceding the year to which the statement required in b applies, prepared by an independent certified public accountant.
- d) A bank reference.
- e) A statement disclosing any audits of the Vendor by the federal government.
- f) A statement disclosing any bankruptcy or insolvency proceeding that Vendor has filed or that has been against Vendor pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect.

- g) If performance and/or payment bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Vendor as principal.
- h) If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
  - a. Which entity will be guaranteeing contract performance.
  - b. Which entity will be acting as the prime contractor.
  - c. Date of joint venture or partnership.
  - d. Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- i) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

#### 2.1.3 Technical Qualifications

- a) The Vendor shall provide information that demonstrates that it possesses the technical expertise that the Commonwealth requires for this RFP, by describing its experience in the following areas:
  - a. Conversion of the user interfaces including but not limited to all text fields, help overlays, system messages and workflows to the International Spanish language
  - b. Software design, integration, testing and support
  - c. Large-scale project management experience
  - d. High availability systems that are mission critical
  - e. Previous installations of RMS solutions of comparable scale and complexity
  - f. Previous experience and installation of municipal, state or federal information systems
  - g. Experience in supporting similar Agencies managing the transition from a legacy to a new RMS solution, including a transition to NIBRS reporting
  - h. Experience with the process / methodology proposed to implement Commercial-offtheshelf (COTS) RMS solution(s)
  - i. Architecture and design services
  - j. Software Installation and configuration services
  - k. Hardware Installation services
  - I. Database Management Services
  - m. Enterprise Reporting Capabilities
  - n. Data Migration Services
  - o. Systems Interfaces and Integration
- b) Additional experience in the following areas, while not mandatory, is preferred:
  - a. ODBC experience
  - b. SQL Server experience
  - c. Oracle Database Integration experience
  - d. Criminal Justice Information Systems (CJIS) experience
  - e. XML experience
  - f. API Integration experience

#### 2.1.4 Case Studies / References

- a) The Vendor shall provide the following information associated for three (3) RMS implementations at comparable clients within the last five (5) years.
  - a. Client Organization Name
  - b. Point of Contact (Name, Role/Rank, contact Phone, contact Email address) c. Project name
  - d. Project description (summary background, drivers, objectives, scope)
  - e. Contract value (Initial CV, Final CV and an explanation for any delta).
  - f. Periods of contract performance including 'go-live' date (references must be live in production use)
  - g. Baseline Schedule vs. Final Schedule duration (with an explanation for any delta).

### 2.2 <u>Technical Approach (Volume 2)</u>

Vendors shall in Volume 2 provide their technical approach and solution for meeting the requirements of the RFP. Volume 2 of the Proposal must be divided into the following sections, including the information identified below for each.

#### 2.2.1 Organization and Management

The Vendor shall provide:

- a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager, project team leads and associated delivery team members.
- b) Company affiliation, job title, and resume of each individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (The Commonwealth will require that the key personnel proposed for the project participate in their proposed capacities. The Commonwealth must approve any substitutions or replacements.)

#### 2.2.2 Scope of Work Plan / Methodology

The Vendor shall provide:

- a) Detailed descriptions of the following:
  - The system implementation methodology used to implement the solution, including a description of the overall method, major phases / stages, key activities, work products and alignment to any particular industry standard(s) or recognized best practices.
  - The project management approach used to manage the project, including a summary description of the overall method, major phases / stages, key activities, work products and alignment to any particular industry standard(s) or recognized best practices.
- b) The proposed Project Documents, as described in Section 2.2.4.
- c) A written response to Section 10, *Appendix E Proposed Statement of Work (SOW) Language*.
- d) The approximate amount of time weekly that each of the key personnel identified in in the proposed project organization / team will spend on each stage / phase of the project (e.g., Project Director will spend approximately 25 percent of their time during Step 1 of the project).

- e) The approximate amount of time weekly that each of the key personnel identified in the proposed project organization / team will spend on each stage / phase of the project will spend onsite. The recommended staffing levels, roles, descriptions, and responsibilities necessary of the Commonwealth and PRPB to support the implementation.
- f) All assumptions relied upon to develop the work plan and all conditions for its fulfillment as proposed, with specific emphasis on Commonwealth responsibilities; and
- g) Any other technical or management approach or process that the Vendor will use to ensure that the project plan can be completed as proposed and in accordance with the objectives provided in the RFP.

#### 2.2.3 Proposed Solution

The Vendor shall provide:

- a) A detailed description of how the proposed RMS will satisfy the requirements described in Appendix A, *Detailed Project Requirements*. Use of context models, architectural diagrams and other visualizations of the proposed solution is encouraged in addition to appropriate narrative descriptions.
- b) A detailed description of any artificial intelligence (AI) tools represented in the proposed solution along with associated PRPB considerations necessary for full implementation or utilization of the AI components.
- c) A written response to questions provided within Section 9, *Appendix D Technical Requirements Narrative Response*.
- d) Detailed descriptions of the following:
  - All computer hardware, communications equipment, network equipment, and other infrastructure required for the RMS proposed, with detailed specifications for each.
  - Reasons for selection of hardware and software environment.
  - Explicit list and description of all proposed environments the Vendor will deliver during the implementation and may maintain post-implementation (such as, but not limited to: development, test, data migration, staging, UAT / training, production, etc.).
  - How all listed environments will vary from production and the promotion process for all software/application and infrastructure changes.
  - Assumptions for any software, hardware, interfaces, 3<sup>rd</sup> party licenses / software, infrastructure, or other equipment the Vendor expects the Commonwealth / PRPB to provide.

#### 2.2.4 Draft Project Documents

Vendors must submit the following draft documents (collectively, "Project Documents") as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP. Vendors should submit the Project Documents in the form they currently use for work of the type here sought, ideally based on industry standards (such as PMI PMBOK, IEEE or their own structured methods). Proposals will be evaluated in part on the adequacy of the proposed Project Documents. The Commonwealth reserves the right, in its sole discretion, to request additional Project Documents submitted in any Proposal, without notice to other Vendors.

#### 2.2.4.1 Implementation Management Plan

- a) A Project Management Plan (or 'Implementation Management Plan') for the proposed System and / or services that describes in detail:
  - (i) The methods, including project management and other implementation approaches and controls, by which the Vendor manages projects and delivers solutions of the type sought by this RFP.
  - (ii) Where software is to be configured, as part of the project, the Application's software configuration methodology or approach.
  - (iii) Where software is to be custom developed as part of the proposed COTS solution, the Vendor's software development and implementation methodology, including, but not limited to, version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing.
  - (iv) Any other project management or implementation strategies or techniques that the Vendor intends to employ in carrying out the work.
  - (v) The assumed type and level of Commonwealth / PRPB involvement in the development of this plan, as well as the execution of this plan and progress monitoring of defined activities.

#### 2.2.4.2 Sample Work Products

- a) The Vendor will provide the following Sample Work Products from previous, comparable, RMS Implementations. Note, sanitized versions of the sample work products are acceptable where the client in question wishes to remain anonymous.
  - Data Conversion / Migration Plan
  - Configuration Management Plan
  - Training Plan and Curriculum
  - Testing Plan with sample Test Cases
  - Cutover Plan
  - Maintenance and Support Agreement

#### 2.2.4.3 Project Schedule

- a) A detailed Project Schedule, identifying all tasks and deliverables to be performed, durations for each task, task interdependencies, principal schedule milestones, and overall time of completion.
- b) Explicit description of all Commonwealth / PRPB resource assumptions (e.g., assumed PRPB role types, role descriptions, responsibilities and approximate level of effort).
- c) Explicit description of timelines to present the draft schedule, processes for schedule updates, approvals and Commonwealth / PRPB formal adoption.

#### 2.2.5 Requirements Compliance Certifications (Functional and Non-Functional)

a) Detailed Requirements for the JMS are provided in Section 7, *Appendix B & C – Detailed Functional and Non-Functional Requirements.* Vendors are accordingly required to fill out and submit the Requirements Compliance Matrix attached in these appendices.

To facilitate responses and the Commonwealth's review, the Commonwealth will provide an electronic version of the documents in MS Excel format.

For each Functional Requirement and Non-Functional Requirement, the Vendor must address each of the listed requirements by providing one of the response choices in the "Response Code" column. The Vendor is further encouraged to provide comments, clarification, or references to other areas of the proposal which provide additional details related to the requirement. Vendors should NOT rely on references to documents that are not included in the proposal in their response, including URL links to information on the Internet.

Responses in the Response Code column are limited to the choices below. Entry of an incorrect Response Code will be considered an 'X'; if Vendor enters multiple Response Codes for one requirement the Commonwealth may assign a code of its own choosing.

Response Code	Description
Y	<b>Yes –</b> The requirement can be met with Existing Functionality out-of-the-box or through simple configuration (not customization / custom code). Existing Functionality means that this capability exists, is being used in-production elsewhere and can be demonstrated. The requirement may also be met by leveraging assumed Commonwealth tools such as Active Directory and SQL. This response code includes interfaces that are part of the base product available out-of-the-box.
N	<b>No</b> – The requirement cannot be met.
т	<b>Third Party Software</b> – The requirement can be met with a third-party software product provided by Vendor, including any work to incorporate the Third-Party Software to work with the Vendor's software.
с	<b>Customization or Modification</b> – The requirement will be met by making programmatic (software development) changes to existing software or developing new software.
I	<b>Interface</b> – Refers to building an interface to the applications listed in this list of requirements.

Table 2 – Detailed Requirements Compliance Response Codes

Where 'C' is the response, the required customization must be fully described, and any additional cost to the Commonwealth identified. Where 'N' is the response, a full description of all features that the software will not provide and all aspects in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number

in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

The Requirements Compliance Matrices (Appendix B & C - Detailed Functional and Non-Functional Requirements), in the form of a Microsoft Excel spreadsheet, are available via the <u>Https://www.policia.pr.gov/solicitud-de-propuesta</u> and https://www.dsp.pr.gov/documentos. The completed Matrices must be included with the Proposal materials submitted via the <u>Https://www.policia.pr.gov/solicitud-de-propuesta</u> and https://www.dsp.pr.gov/documentos.

#### 2.3 <u>Cost Proposal (Volume 3)</u>

- a) The Cost Proposal must conform to the requirements provided in Section 14, Appendix G Cost Proposal Requirements, and must be submitted on the template provided with the RFP via the <a href="https://www.policia.pr.gov/solicitud-de-propuesta">https://www.policia.pr.gov/solicitud-de-propuesta</a> and https://www.dsp.pr.gov/documentos. Vendors should note that the Commonwealth is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes. Any tax relief from the Puerto Rico Department of Treasury must be submitted.
- b) Cost Proposals should include a discrete, quantifiable line item(s) for the Spanish language related requirements, if appropriate.
- c) Discrete costed line item for PRPB's desire to have the Vendor provide Tier 1 helpdesk support, in both English and Spanish for end-users and technical staff.
- d) In addition to the Cost Proposal, Volume 3 should also include a 'Milestone Payment Schedule' setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment. The Commonwealth requires the Vendor only (need to add to) assign payment milestones to deliverables and prefers those deliverables to represent the completion of major project stages (the completion of logical major pieces of work) and / or the delivery of verifiable, functioning software that satisfies PRPB's requirements.

## 3. Commonwealth Procurement Terms and Conditions

- A. **Protection of Data.** Due to the nature and responsibility of the Commonwealth, the selected provider is required to sign a formal written contract.
- B. **Contractor**. The nature of the relationship between the Commonwealth and the successful provider will always be addressed as an independent contractor. Sub-contracting is allowed under the contract.
- C. **Expenses**. Travel and mileage expenses and all miscellaneous expenses, including travel, printing and other expenses will be the supplier's responsibility, as well as any cost not specified in the proposal.
- D. **Billing and payments.** The services will be detailed in an original formal invoice that must be presented within 20 days after the end of the activity. Invoices must be signed and include the government conflict of interest certification. It should also include details of all the services provided. The Commonwealth will make the monthly payment within 30 days from the date of receipt of the invoice if it complies with all the requirements, including being registered in the Puerto Rico Infrastructure Financing Authority (PRIFAS) system that is accessed through the

Virtual Puerto Rico Department of the Treasury (Hacienda in its Spanish acronym). All payments are subject to government contributions and withholdings, if applicable. Any tax relief from the Puerto Rico Department of the Treasury must be submitted with the first invoice. The Commonwealth will not be responsible for any cost not specified in the invoice and in the contract.

- E. Qualifications of Proponents. The proposers must have the following qualifications: Must have an active SAM Unique Entity ID.
  - Must be registered at www.sam.gov and not appear on the "List of excluded persons / entities" maintained by the Office of the Inspector General on said portal.
  - Must be registered and be in good standing with the Department of State of Puerto Rico.
  - Must be registered in the Professional Service Unique Register (RUL, for its acronym in Spanish) from the General Services Administration (ASG, for its acronym in Spanish), through its portal https://registros.asg.pr.gov/Login; or evidence of request status.
  - Adequate insurance coverage, covering all the personnel that will be designated to provide the services that are the object of this request.
  - Must not have a conflict of interest with the parties reviewing and awarding the contract.
  - Any other qualification that in the opinion of the Commonwealth is necessary for the total fulfillment of the requested services.
- F. **Vendor Conduct Code.** The successful provider will agree to follow and abide by Act No. 2 of January 4, 2018, as amended, known as the "New Anti-Corruption Code of Puerto Rico".
- G. **Disclosure of Conflict of Interest.** Proposers must attest that they have no interest and will not acquire any interest that may conflict with the performance of the required services. Any preexisting relationship (s) must be disclosed and could be considered a potential conflict of interest.
- H. **No Discrimination.** The successful provider will not discriminate against any employee or job applicant, or any individual receiving services, based on race, creed, color, sex, sexual preference, national origin, physical disability, age, height, weight, marital status, veteran status, religious belief, or political belief.
- I. Prohibitions of Tips. The employee or member of the Department shall not, directly or indirectly, request, accept or receive a gift that is worth twenty-five dollars or more, whether in the form of money, service, loan, travel, entertainment, hospitality. thing or promise, or in any other way, under circumstances where it could reasonably be inferred that the gift was intended to influence the employee, or could reasonably be expected to influence the employee, in the performance of his official duties or with intended to be a reward for any official action by the employee.
- J. The Commonwealth reserves the right, when necessary, to cancel the request for proposal before the final evaluation. The Commonwealth will notify all those who have requested or received copies of the request for proposal specifications of such cancellation. All proposals received must be signed by an authorized representative of the provider. All proposals must be unconditional and complete. Any accessories or attachments required in the specifications must be attached to each proposal form. Proposals that do not comply with the terms of the specifications of the call or that do not include all the requirements, documents, forms, and certifications, will be considered non-responsive and will be rejected. Any correction or deletion in the documents with liquid paper, dye, or any other means, must be initialized by the

proponent or representative in originals and copies. The award of the contract and its execution will not be final until the approval of the Secretary of the Commonwealth is received and until it is registered in the Office of the Comptroller of Puerto Rico. Vendors will not acquire the right or privilege with respect to goods or services until they are given written notice that the auction has been awarded to them and the execution, formalization and registration of the contract has been completed.

- K. **Budget.** The Commonwealth has strict controls for budget management and needs a proactive provider that provides quality professional services. The Commonwealth reserves the right to negotiate the final terms and conditions, including prices, with the finalist provider.
- L. **Proposal Ownership and Use.** Submitted proposals become property of the Commonwealth. They will be received and held in confidence by the Commonwealth subject to provisions of the "Freedom of Information and Protection of Privacy Act". Proposal will only be used in connection with the RFP evaluation and Contract process and information or documentation related to it must not be disclosed or used with any other purpose. By submitting its proposal, proponent agrees to hold in confidence all information supplied by the Commonwealth in relation to this RFP.

# 4. Proposal Submission Requirements and Conditions

#### 4.1 General

The following general conditions apply to Vendor proposal responses:

- a) **M/WBE.** If applicable, indicate it is a woman or minority/owned business enterprise (M/WBE) as defined by the Division of Minority and Women's Business Development.
- b) **Disclosure.** A Company with past or pending sanctions through any regulatory bodies or professional organizations must disclose the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years.
- c) Conflict of Interest. A Company responding to this RFP attest there is no interest and will not acquire any interest which would conflict with the performance of services required. Any preexisting relationship(s) must be disclosed and could be considered a potential conflict of interest.
- d) Additional Costs. The Commonwealth will not be liable for any costs not specifically detailed in your proposal.
- e) **Copies**. Five (5) printed paper copies of the Proposal must be received by the Commonwealth's Primary Contact, in addition to an electronic version of all Proposal materials submitted via the <u>Https://www.policia.pr.gov/solicitud-de-propuesta</u> and https://www.dsp.pr.gov/documentos, comprising of the three (3) required volumes described in Section 2 Services Specification).
- f) **Signature.** If a company should include an attestation that the person signing the proposal is entitled to represent the firm and authorized to sign bid proposals.
- g) Late Bids. Proposals will be marked with their receipt date and time. Only complete proposals received and marked on, or before the closing date will be considered to have been received on time. Responses received after closing time, or without all the required information detailed above, will be rejected, and will not be considered. In the event of a dispute, proposal receipt time as recorded at Commonwealth location will prevail whether accurate or not.
- h) **Expenses**. All bid participants are solely responsible for their own time and expenses in preparing a response to this RFP including any costs incurred during subsequent presentations

and negotiations. If the Commonwealth elects to reject all of any of the proposals, or for any reason this RFP is cancelled or deemed invalid, the Commonwealth will not be liable to any proponent for such expenses, costs or any other related claim or matter whatsoever. By submitting the proposal, proponent waives any claim for loss of profit if no Contract is made with proponent. Proponent, then, agrees it will not claim any damages to the Commonwealth for whatever reason, relating to the Contract or competitive process more than the amount of expenses incurred.

 Publicity. All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the Commonwealth.

#### 4.2 Proposal Format

Vendor Proposals are expected to comply with the structure provided in Section 2 (Technical Proposal) and Section 3 (Cost Proposal).

Each Proposal will contain three (3) separate volumes. Vendors will organize their Proposal's three (3) separate volumes into <u>three</u> (3) separate electronic files, referred to herein as Volume 1, Volume 2 and Volume 3. The details for each volume are provided below:

- Volume 1 Qualifications of the Vendor 

   Volume 1 will set forth the Vendor's qualifications and must be labeled on the cover with "PRPB RMS Proposal, Volume 1 Vendor Qualifications."
  - The required contents of Volume 1 are defined in Section 2.1, "Qualifications of Vendor".
- Volume 2 Technical Proposal 

   Volume 2 will set forth the Vendor's technical approach and solution for meeting

PRPB's RMS requirements and must be labeled on the cover with "PRPB RMS Proposal, Volume 2 – Technical Approach." ○ Volume 2 shall include the Vendor's approach to providing standard Maintenance and Support Services. Note: Standard Maintenance and Support Services differs from the optional Tier 1 Helpdesk support services.

• The required contents of Volume 2 are defined in Section 2.2, "Technical Approach".

 Volume 3 – Cost Proposal 

 Volume 3 will set forth the Vendor's proposed cost for meeting PRPB's RMS requirements and must be labeled on the cover with "PRPB RMS Proposal, Volume 3 –

Cost Proposal." • The required contents of Volume 3 are defined in Section 2.3, "Cost Proposal".

#### 4.2.1 Proposal Submission

Proposals submitted in response to this RFP must be submitted in accordance with the instructions and requirements there posted and by the time and date provided in Section 1.5 and the format described in Section 4.2.

Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

The submission shall be submitted by e-mail to the <u>rms@policia.pr.gov</u> and five (5) hard copies printed of the Proposal must be received by the Commonwealth's Primary Contact at the location provided in the Section 1.6, *Commonwealth Primary Contact*, by the time and date provided in Section 1.5, *Solicitation Schedule*, and must be true and correct copies of the Proposal as submitted on the e-mail <u>rms@policia.pr.gov</u>.

#### 4.3 Responsiveness

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the Commonwealth, be rejected, as not responsive to the RFP, without further consideration.

Proposals will be evaluated, in part, according to whether the Vendor meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements.

The Commonwealth reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

#### 4.4 Acceptance of the Terms and Conditions of this RFP

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Vendor, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

#### 4.5 Maintenance and Support; Warranty; Training; Source Code

#### 4.5.1 Maintenance and Support Services

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. A minimum of one (1) year of maintenance/support services, commencing on final acceptance of the System and project by the Commonwealth, must be included in the fixed price cost proposal, with the price identified in a separate line item. This is separate from the optional Tier 1 helpdesk support listed within the RFP.

The Commonwealth expects that maintenance and support will be furnished on a "turnkey" basis – i.e., the successful Vendor will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software and any data transport services that are required under the contract, and will be the single point of contact for service and support. Vendors are requested to price four additional years of maintenance and support, with the price for each of years two through five identified in a separate line item. The Commonwealth expects that the successful Vendor will guarantee the availability of maintenance and on-site and remote support services for application software, on the foregoing "turnkey" basis, for a minimum of five (5) years from final acceptance of the System.

Proposals must include a description of the proposed services, stating whether the Vendor will comply with the foregoing terms, and describing the Vendors problem resolution procedures – including problem severity classifications, response times and "fix" times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

#### 4.5.2 Warranty

The Commonwealth requires a warranty from the successful Vendor that covers the entire System, including all software, other deliverables, design, implementation/integration and other services required under the contract resulting from the RFP and ensures compliance with all specifications, including performance standards, in the contract. The warranty must be on a "turnkey" basis – i.e., the successful Vendor must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty.

The warranty period must be a minimum of one (1) year, commencing on final acceptance of the completed, full System and project by the Commonwealth. The full System includes all implementation phases specified encompassing all listed RMS capabilities agreed to by the Vendor and the Commonwealth, will constitute the full System. The price of such a one-year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item. The Commonwealth strongly prefers a two year or greater warranty period and requests that Vendors price two additional warranty years, with the price for each additional warranty year identified in a separate line item of the cost proposal. Any premium charged for a warranty year – i.e., any charge in addition to the price for a concurrent year's maintenance and support services – should be identified in the cost proposal.

### 4.5.3 Training

The Commonwealth requires the user training and other training services described in Section 10, *Appendix E* – *Proposed Statement of Work (SOW) Language*, in accordance with the conditions there provided. Proposals should describe, and in the Cost Proposal provide line item costs for, the training that the Vendor is capable of providing, the training methodologies and materials to be used, and the Vendor's experience in furnishing the type of training requested. Proposals should state clearly, in the Requirements Compliance Certification, whether each type of training requested will be offered in accordance with the requirements of Section 10, *Appendix E* – *Proposed Statement of Work (SOW) Language*.

### 4.5.4 Software Source Code

The Commonwealth expects delivery and ownership of the source code for any on-premise solution, including complete documentation and specifications, for custom software developed and furnished specifically for the System under any contract resulting from this RFP. For software that is proprietary to the successful Vendor or to third parties, the Commonwealth expects that source code, including complete documentation and specifications, will be deposited in escrow, at no expense to the Commonwealth and on terms satisfactory to the Commonwealth, with regular updates of the deposited code and documentation to reflect enhancements, upgrades, updates, and corrections to the software.

#### 4.6 Fixed Price Proposals Required

Cost proposals for the RMS must be "fixed price" proposals. The proposed price must include all costs required to deliver the solution specified in the Vendor's proposal. No other payments will be provided to the Vendor.

If a Vendor offers options and/or alternates that are not included in the fixed price for the proposed System, the Vendor must provide for each such option/alternate the following information:

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System if the option/alternate is not purchased).
- A full explanation of the rationale for not incorporating such functionality in the base System.
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

The cost proposal should be provided using the template provided in Appendix G.

The Commonwealth reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal that does not provide a fixed price to perform the proposed work (including, but not limited to, proposals to perform the work on a "time and materials" or "cost-plus" basis).

#### 4.7 Sub-Contracting

Any sub-contractors submitted as part of the prime vendor's proposal must be clearly identified and will be subject to review and approval of the Commonwealth. All sub-contractor management, responsibilities and actions will be the responsibility of the prime vendor. If technical or professional personnel are subcontracted to be used to fulfill the obligations of the contract if 25% or more of their time is devoted to the contract, the subcontractor must submit all requirements as if he were a Contractor contracted directly with the Government (Circular Letter Number 1300-6-16, year 2016).

#### 4.8 Negotiation Delay

If the Commonwealth at its sole discretion determines that negotiations are unlikely to conclude in a timeframe determined reasonable by the Commonwealth, the Commonwealth may terminate negotiations with successful proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the RFP process and no enter a Contract with any of the proponents.

### 4.9 Withdrawal or Modification of Proposals

Vendors may withdraw or modify their Proposals at any time prior to the Solicitation Due Date provided in Section 1.5, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal.

Such written notice must be addressed to the Commonwealth Primary Contact as specified in Section 1.6.

### 4.10 Rejection Bids

**The Commonwealth reserves the right to reject any proposal for any reason**. Issuance of this RFP and receipt of proposals does not commit the Commonwealth toward a contract. The Commonwealth

reserves the right to cancel all or part of this RFP with limited notice. Additional technical or cost information may be requested for clarification purposes, but in no way, will change the original proposal received, but may lead to further negotiations between potential business partners. Interviews are optional and may or may not be conducted.

**Confidentiality**: The content of this Request for Proposal is considered confidential and protected from unauthorized replication and reuse without the written permission of the Commonwealth. No information contained in this Request for Proposals will be duplicated or reused without the prior written consent of Commonwealth. The information in this Request for Proposals may only be distributed with the written permission of Commonwealth. In addition, press releases, public announcements, or any other reference to this request may not be made without the prior written consent of Commonwealth, whose consent may be withheld for any reason solely at the discretion of Commonwealth.

### **5. Evaluation**

#### 5.1 General

Proposals the Commonwealth determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the Commonwealth. The Commonwealth, in its sole discretion, may require any Vendor to make one or more presentations of its Proposal to the selection committee, in Commonwealth offices, at no cost to the Commonwealth, addressing its ability to satisfy the requirements of this RFP. The Commonwealth shall not be required, however, to permit any Vendor to make such a demonstration.

Cost to the Commonwealth is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The Commonwealth may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified Vendor submitting the lowest price. The contract will be awarded to the Vendor whose Proposal the Commonwealth determines, in its sole discretion, is the most advantageous to the Commonwealth and in the Commonwealth's best interest.

### 5.2 Rights and Options Reserved

The Commonwealth reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- a) To reject any Proposals if, in the Commonwealth's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see detailed Functional, NonFunctional and Technical requirements in the RFP appendices), the Vendor does not meet the Qualifications set forth in the RFP, or it is otherwise in the Commonwealth's best interest to do so.
- b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the Commonwealth's best interest to do so.

- d) To reject the Proposal of any Vendor that, in the Commonwealth's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Commonwealth or with others, is financially or technically incapable or is otherwise not a responsible Vendor.
- e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the Commonwealth's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the Commonwealth, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP.
- f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the Commonwealth's sole judgment, material to the Proposal.
- g) To permit or reject at the Commonwealth's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Vendors following Proposal submission.
- h) To request that some or all of the Vendors modify Proposals based upon the Commonwealth's review and evaluation.
- To request additional or clarifying information or more detailed information from any Vendor at any time, before or after Proposal submission, including information inadvertently omitted by the Vendor.
- j) To inspect and otherwise investigate projects performed by the Vendor, whether or not referenced in the Proposal, with or without the consent of or notice to the Vendor.
- k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Vendor as the Commonwealth, in its sole discretion, deems necessary or appropriate.
- I) To waive and/or amend any of the factors identified in the RFP as pertaining to the Vendor's qualifications.

### 5.3 Contract Negotiation and Award

The Commonwealth reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP.

The Commonwealth reserves the right to enter into post-submission negotiations and discussions with any one or more Vendors regarding price, scope of services, and/or any other term of their Proposals, and such other contractual terms as the Commonwealth may require, at any time prior to execution of a final contract. The Commonwealth may, at its sole election, enter into simultaneous, competitive negotiations with multiple Vendors or negotiate with individual Vendors seriatim. Negotiations with Vendors may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted Proposals. In such event, the Commonwealth shall not be obligated to inform other Vendors of the changes, or to permit them to revise their Proposals in light thereof, unless the Commonwealth, in its sole discretion, determines that doing so is in the Commonwealth's best interest.

In the event negotiations with any Vendor(s) are not satisfactory to the Commonwealth, the Commonwealth reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Vendors; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the Commonwealth from the successful Proposal or the contract resulting from it. The Commonwealth reserves the right not to enter into any contract with any Vendor, with or without re-issue of the RFP, if the Commonwealth determines that such is in the Commonwealth's best interest.

#### 5.4 Site Inspections

The Commonwealth may, at its sole option, inspect the Vendor's work at one or more sites where the Vendor's or a proposed subcontractor's products are installed, or services have been provided. If a list of such sites is not required elsewhere in this RFP or included in its Proposal, the Vendor will promptly provide such a list upon written request by the Commonwealth.

### 5.5 Prime Contractor Responsibility

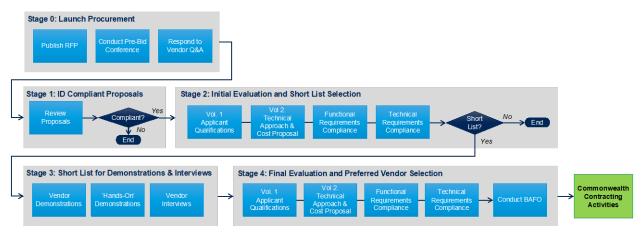
All subcontractors will be subject to approval by the Commonwealth. Prior to contract execution, the successful Vendor will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the Commonwealth, the successful Vendor shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Vendor shall cause the appropriate provisions of its Proposal and the contract to be inserted in all subcontracts.

The Commonwealth's consent to or approval of any subcontract or subcontractor proposed by a Vendor shall not create or purport to create any obligation of the Commonwealth to any such subcontractor, or any form of contractual relationship or relationship of privity between the Commonwealth and the subcontractor. Any Vendor who obtains such approval or consent of the Commonwealth shall be required to insert a clause so providing in all subcontracts.

### 5.6 Evaluation Process

The publication of this Request for Proposal and receipt of proposals do not commit the Commonwealth to award a contract. Commonwealth reserves its right to postpone the date of receipt or, ultimately, cancel all or part of this Request for Proposal without prior notice. Additional technical or cost information may be requested for clarification purposes but will in no way change the original proposal received but may lead to additional negotiations between potential proponents. Interviews or meetings are optional and may or may not be conducted at the discretion of the Commonwealth.

#### Figure 2. Procurement Process Summary



#### 5.6.1 Vendor Demonstrations

Successful short-listed Vendors will be invited to proceed beyond the proposal stage, and may be invited to attend, on-site and in-person oral presentations, interviews, and solution demonstrations (generally referred to as 'Vendor Demonstrations').

Each Vendor Demonstration will typically last for one (1) business day, approximately 6 hours, and will be split up into the following segments:

- Vendor proposal presentation
  - A short summary of key points from the Vendor's proposals. Agenda to be confirmed no later than one (1) week prior to the scheduled dates of the Vendor Demonstrations.
- Structured demonstration
  - Where the Vendor is provided with a number of specific Use Cases / Scenarios the Commonwealth expects to see executed in the demonstration RMS.
- 'Hands-On' demonstration
  - Where the Vendor provides a small group of users with direct access to the demonstration RMS, where the users will try to execute the same set of Use Cases / Scenarios presented by the Vendor in the previous segment.
- Interview Part 1
  - Where the Vendor provides responses to a set of questions provided by the Commonwealth ahead of the Vendor Demonstration Day.
- Interview Part 2
  - Where the Commonwealth evaluation team asks any further questions regarding the Vendors proposal and / or clarifying questions from anything observed during the Vendor Demonstration.

Further detail and any changes to the above segments, including more specifics about the demonstration use cases, questions, timing, and logistics will be determined by the Commonwealth at its sole discretion and provided to successful short-listed Applications at the appropriate time within the evaluation process.

### 5.6.2 Best and Final Offer (BAFO)

The Commonwealth reserves the right to conduct a BAFO during the final stages of the evaluation with the successful short-listed vendors.

### 5.6.3 Evaluation Categories and Weights

Vendor Proposals will be evaluated and weighted as described in the table below.

Table 3. Proposal	Evaluation	Categories	and Weights
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Volume	Value %	Sub	o-Category	Value %
	40%	1	Description of Vendor	10%
1) Qualifications of		2	Technical Qualifications	50%
Vendor		3	Financial Qualifications	20%
		4	References / Case Studies	20%
	5 50% 9	5	Organization and Management	5%
		6	Scope of Work Plan	25%
2) Technical		7	Proposed Solution	30%
Approach		8	Requirements Compliance Certification (Functional)	20%
		9	Requirements Compliance Certification (NonFunctional)	20%
3) Cost Proposal	10%	10	Cost Proposal	100%

## 6. Appendix A: Acceptance Form

## ACCEPTANCE FORM

This form must be completed and signed by a person duly authorized by the proponent and included with the proposal when it is submitted to the DPS.

The attached proposal is submitted in response to the Request for Proposals No. DSPIT-RFP-2024-001 of the Department of Public Safety. The proposer agrees that all the terms and conditions of the Request for Proposals No. DSP-IT-RFP-2024-001 and agrees that any inconsistencies in our proposal will be considered as if it had not been written and as if it did not exist. I certify that we have read and examined the Request for Proposals, including all its sections, and that we have conducted prudent and reasonable investigations in order to prepare the proposal. We agree to comply with everything outlined in our proposal.

Company:	Address:
Phone #:	Fax:
Web Page:	SAM Unique Entity Identifier (UEI):
Authorized Representative:	Title:
Mobile Phone:	E-Mail:
Signature:	Date:

FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL MAY TERMINATE YOUR PARTICIPATION IN THE PROCESS.

# 7. Appendix B & C: Detailed Functional and Non-Functional Requirements

The expected functional RMS capabilities sought by this RFP are summarized in the capabilities model below and further elaborated as in the Detailed Functional Requirements repository.

Please complete the Functional Requirements Compliance matrices in the attached MS Excel file labeled '*Appendix B & C - Detailed Functional and Non-Functional Requirements*' per the instructions in the attachment and as indicated here.

For each Detailed Functional Requirement in the MS Excel file, the Vendor must address each of the listed requirements by providing one of the response choices in the "Response Code" column.

The Vendor is further encouraged to provide comments, clarification, or references to other areas of the proposal which provide additional details related to the requirement. Vendors should NOT rely on references to documents that are not included in the proposal in their response, including URL links to information on the Internet.

Responses in the Response Code column are limited to the choices below. Entry of an incorrect Response Code will be considered an 'X'. If the Vendor enters multiple Response Codes for one requirement the Commonwealth may assign a code of its own choosing.

 Table 4. Requirements Compliance Response Codes

Response Code	Description
Y	Yes – The requirement can be met with Existing Functionality out-of-the-box (OOTB) or through simple configuration (not customization / custom code). Existing Functionality means that this capability exists, is being used in-production elsewhere and can be demonstrated. The requirement may also be met by leveraging standard Commonwealth tools such as Active Directory and SQL. This response code includes interfaces that are part of the base product available out-
	ofthe-box.
N	<b>No</b> – The requirement cannot be met.
т	<b>Third Party Software</b> – The requirement can be met with a third-party software product provided by the Vendor, including any work to incorporate the Third-Party Software to work with the Vendor's software.
с	<b>Customization or Modification</b> – The requirement can be met by making programmatic (software development) changes to existing software or developing new software.
I	<b>Interface</b> – Refers to building an interface to the applications listed in the list of requirements.

Where 'C' is the response, the required customization must be fully described, and any additional cost to the Commonwealth identified. Where 'N' is the response, a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

Please refer to the attached forms labeled '*Appendix B & C - Detailed Functional and Non-Functional Requirements*' provided via the https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos.

Records Management System (RMS) Capabilities								
		Master	Indices					
Master Location Index (MLI)	er Location Index (MLI) Master Name Index (NMI) Master Organization Index (MOI) I		Master Prop	erty Index (MPI)	Master Vel	nicle Index (VHI)		
		Functional	Capabilities					
Arrests	Supervisor Review	Case Ma	nagement	Inciden	t Reporting	с	itation	
Civil Process	System Administration	Crash R	Reporting	Crime Ana NIBRS Port	lytics Support ion – Phase 1.5	RMS Reporting		
Field Contact (Stops)	Warrants	Sea	Search		Integration & Interfaces		Modus Operandi Tracking	
Juvenile Contact (Stops)	Offender Registration		Agent/Field Based Incident Reporting		Pawn	Protection Orders and Restraints		
Fleet Management Domestic Violence Assault		Property ar	Property and Evidence Equipment and Manageme			Arrestee Detention		
		External	Interfaces					
Computer A	ssisted Dispatch CAD) Body-	Vorn Cameras	Courts Case Systems	Management s (CMS)	Juvenile Asse Detention C			
	gration) inform	/ State / Federal nation Sharing	Jail Managem (JMS) & Co		Booking (AFIS /	Mugshots)		
H	ecutor (Case bmission)	Domestic Viole Ass		Permits and L	icensing			
	Use of Force		ention System EIS)	Fleet Ma	inagement			

Figure 3. PRPB RMS Capabilities Model by desired implementation phasing

The legend below indicates how PRPB wishes to sequence the implementation of specific RMS capabilities. Vendors should take this into consideration in terms of their technical approach, implementation plan and cost proposals.



Definitions of the RMS capabilities included within the figure above are provided in the table below:

Capability Name	Definition
Incident Reporting	Incident reporting is the function of capturing, processing, and storing detailed information on law enforcement-related events handled by the department, including both criminal and non-criminal events. The incident reporting function collects sufficient information to satisfy existing local, tribal, county, or state reporting requirements, as well as the reporting standards of the National Incident-Based Reporting System (NIBRS) program.
Agent/Field Based Incident Reporting	Agent/Field Based Incident reporting is the function of capturing, processing, and storing detailed information on law enforcement-related events handled by the department, including both criminal and non-criminal events by PRPB Agents in the Field on mobile devices. Mobile devices may include but not limited to Phones, Tablets, MDC, etc.
Case Management	Incidents that require further investigation or follow-up may be referred to an investigator before they are closed or submitted to the prosecutor for a charging decision. Information is organized under the original Incident Number or assigned Case number, which is used to link records and information with Warrants, Property and Evidence, and Field Contact.
Modus Operandi Tracking	The Modus Operandi Tracking function is designed to identify and track unique methods of operations for specific types of crime (e.g., gang activity).
Warrants	The Warrant function is designed to track warrants that the law enforcement agency will be serving and indicate the physical location of the warrant. It also tracks and records any warrant-related activity or status changes.
Arrests	It is essential that the arresting officer follow well-defined procedures that include accurately documenting and recording every step in the arrest process. The Arrest function provides a place to document the steps taken in an arrest. This complete documentation may be used to defend the legality of an arrest.
Juvenile Contact	This process is triggered by unusual or suspicious circumstances or any activity that is considered by the law enforcement officer to be of interest by a juvenile. Juvenile Contacts require special handling of information about juveniles. The RMS must accommodate the need to access juvenile data distinctly from adult information. The RMS should have the ability to automatically archive juvenile information when either a requisite amount of time (as

Table 5. RMS Capabilities Definitions

	governed by state law) has passed since the entry or when the subject reaches the age of majority (whichever occurs first).
Supervisor Review	Supervisor Review is the function of reviewing, approving and/or routing the Incident and Arrest reports back to the originating Agents for revision.
Crash Reporting	Crash reporting involves the documentation of facts surrounding an accident. Typically, these are incidents that involve one or more motor vehicles but also may include pedestrians, cyclists, animals, or other objects. Crash reporting also may be referred to by the term's "collision" or "traffic accident." The functionality also should allow the officer to collect data on the demographics of the people involved for statistical reporting in bias based policing programs.
Citation	Individuals or organizations charged with minor offenses often are issued a citation or ticket, which requires them to pay a fine, post a bail amount, and/or appear in court on a specified date. Citations are commonly used in traffic and misdemeanor law enforcement. The Citation function should capture court data such as case number and date and record the court's disposition of the citation.
Field Contact	Typically, this process is triggered by unusual or suspicious circumstances or any activity that is considered by the law enforcement officer to be of interest but would not otherwise be documented in the RMS as an incident. Field contacts are not subject to the same stringent review and approval process as incident reports.
Protection Orders and Restraints	This function is used to record protection orders and restraints, including anti- harassment orders and no-contact orders. All parties named in the orders and their relationship to the order must be stored in the system. The conditions of the order are stored as well. The conditions should include information such as the issuing authority, effective time period, location, distance, restrictions, and type of contact prohibited.
Integration / Interfaces	The RMS requires functionality to exchange data with other systems. The exact nature of those exchanges will, in large part, be determined by local business practices and local agency workflows. All interfaces need to comply with national standards.
RMS Reporting	The RMS Reports function documents officer and agency-wide activity or performance in a given area. Aggregated reports are generated by line and supervisory staff and reviewed by law enforcement executives. Law enforcement personnel must be able to generate standardized reports and aggregate reports, as well as query the RMS to produce ad hoc reports from the RMS Reports.
Crime Analytics Support - NIBRS	Analytical support is the systematic process of collecting, collating, analyzing, and disseminating timely, accurate, and useful information that describes patterns, trends, problems, and potential suspects in criminal activity. The RMS should support the tools used by the analyst in this work and enforce data collection and validation compliant with NIBRS.

Search	The RMS requires functionality that allows for users to query the system by the Master Indices as well as by internally assigned tracking numbers such as: Case Number, Incident Number, Citation Number, Report Number, Permit or License Number.
System Administration	Many aspects of an RMS should be configurable so that they can be used to meet specific agency requirements. The RMS administration functions address the configurable aspects of an RMS. System administration encompasses a wide array of general functions that law enforcement agencies need in an RMS to be able to create and query information effectively; to ensure appropriate access to information and system security; and to ensure effective departmental information.
Property and Evidence	Property refers to any tangible item that can be owned, consumed, or otherwise used (e.g., stolen or recovered items, currency, narcotics, vehicles, animals, and evidence of any form) that is to be tracked by the agency. The system provides the ability to accurately track all property items and verify that the evidentiary chain-of-custody requirements are met. Items are linked to either a case file or a report
Booking	Booking data captured in a law enforcement RMS are ultimately linked to the arrest report. The data to be captured includes the subject's name and any known aliases; a physical description, including tattoos and other identifying marks; address and other contact information; date of birth; and identification data, such as a driver's license number or social security number. Functionality may start within the RMS but will be an interface to the existing PRPB system.
Permits and Licensing	The Permits and Licenses function records and tracks the issuance of permits and licenses by the department. Examples of devices and activities that may require a license include but are not limited to electronic alarms, firearm ownership, and operating massage parlors. Examples of permits include parade, race, or demonstration permits. Functionality may start within the RMS but will be an interface to the existing PRPB system.
Pawn	Pawn functionality in RMS help law enforcement representatives identify and recover personal property that has been reported stolen. Many jurisdictions require pawnshops to register the items they receive and sell to facilitate this tracking process.
Fleet Management	Fleet management includes all vehicle types (e.g., car, motorcycle, boat, and aircraft) and generally encompasses: Tracking and issuance of fleet assets, Tracking service and maintenance schedules and history, Parts inventory and warranties, Fuel and oil inventory and usage, Vehicle disposal. Integration will be necessary between the RMS and existing PRPB Fleet Management system.

Equipment and Asset Management	Equipment and Asset Management describes the processes that the law enforcement agency uses to: Record the receipt of equipment, Record the source of the equipment, Issue equipment to an organizational element or individual, Track equipment check-in or checkout, Management and tracking of equipment may be facilitated by the integration of bar-coding equipment, RFID, etc. The system should have the ability to store photographs of the equipment.
Offender Registration	Offender Registration provides a link from external database to the master indices within the RMS to allow the tracking of convicted offenders for which registration is required.
Master Indices	Within an RMS, entities are classified into master indices that correlate and aggregate information in the following areas: people, locations, property, vehicles, and organizations (including businesses and gangs). Master indices eliminate redundant data entry by allowing the reuse of previously stored information and the automatic update of the master indices upon the entry of report information.
Master Name Index (NMI)	Physical characteristics (Past and Current), Identifying Jewelry, Age at time of incident, Residence history, Employer information, Historical contact information, Associates, Organizations involved with, Alias and monikers, Available Mug shots, NCIC fingerprint classification, Immigration Status.
Master Vehicle Index (NVI)	Vehicle Identification Number (VIN) or Owner Applied Number (OAN), License plate number, License plate state, License plate year, Registered Owner, Description (make, model, color, year, style, and attributes).
Master Property Index (NPI)	Make, Model, Brand, Description, Distinguishing characteristics, Serial Numbers, NCIC property code.
Master Location Index (NLI)	Occupancy, Elevation (e.g., floor), Premise type (commercial vs. residential), Address.
Master Organization Index (NOI)	Businesses, Schools, Gangs, Clubs, Charity, Church.
Body Worn Cameras	Interface should allow for the sharing a certain meta-data and other data attributes captured by the Body-Worn Camera to be associated with the RMS and appropriate records, scenario-specific.
Computer Assisted Dispatch (CAD)	Interface should allow for CAD to push incident information to the RMS for report writing and correlate CAD Events with Incident Reports. The CAD system is also utilized within PRBP to assign investigator Agents across districts to cases. These assignments either, including initial and updated assignments, will need to be transferred to the RMS case management system and kept in sync.

Jail Management System (JMS) & Corrections	Interface should allow for information contained within master indices to be share with corrections to create a more complete history around individuals within the Criminal Justice landscape.
Juvenile Assessment / Detention Centers	Interface should allow for information contained within Arrest and Incident reports to be electronically transferred to the Juvenile Assessment / Detention Centers. to expedite the booking process.
Prosecutor (Case Submission)	Interface should allow for Investigators to electronically file cases with the prosecuting agency, including all relevant investigation case notes.
Courts Case Management Systems (CMS)	Interface should allow for the RMS to see available court dates for citations or cite and releases.
Regional / State / Federal Information Sharing	Through the RMS officers can query regional, state, or federal criminal information sharing databases and incorporate the results of those queries into incident reports.
National Highway Traffic Safety Administration (NHTSA)	Interface should allow for information contained within Incident and Crash reports to be electronically transferred to NHTSA to facilitate reporting compliance and improve reporting efficiency for PRPB.
Human Resources Management System (HRMS)	Interface should allow for information contained within the RMS for Agents and PRPB staff and electronically transferred between the HRMS to facilitate Agent locations, attributes, and assignments between the RMS and HRMS.
Use of Force (Uof)	Interface should allow for information contained captured within the Incident and Arrest reports to be electronically transferred to the PRPB Use of Force system.
Domestic Violence & Sexual Assault	Interface should allow for information contained captured within the Incident and Arrest reports to be electronically transferred to the PRPB Domestic Violence & Sexual Assault system.
Early Intervention System (EIS)	Interface should allow for information contained captured within the Incident and Arrest reports to be electronically transferred between the RMS, Use of Force system and the future PRPB Early Intervention System.

## 8. Appendix D: Technical Requirements Narrative Response

Vendors are required to complete the Technical Requirements Narrative Response Form, labeled *Appendix D* – *Technical Narrative Response* per the instructions provided within inside the document itself.

Please refer to the attached form labeled '*Appendix D - Technical Requirements Narrative Response*' provided via the https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos

# 9. Appendix E: Proposed Statement of Work (SoW) Language

The Commonwealth has provided language describing services to be provided by Vendor. The Commonwealth intends to use this provided language in the Statement of Work that will be included in the final contract with the selected Vendor.

Please refer to the attached form labeled *Appendix E* – *RMS SOW (Proposed Language) Response Form* provided via the https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos.

For each section of this Appendix, Vendor shall include the following in its proposal:

- A. Acceptance of the provided SOW text, or any proposed changes to the specified text.
  - i. The Commonwealth prefers conformance with the provided SOW text and proposed changes by Vendor may impact evaluation scoring of the subject proposal.
  - ii. However, the Commonwealth is willing to consider any revisions to the provided SOW text should it better serve the needs of the project or be more appropriate for the Vendor's proposed solution (e.g., Cloud based solutions may require different approaches than assumed).
- B. Additional proposal narrative elaborating the Vendor's approach to the subject area with particular applicability to The Commonwealth (optional).
  - i. The Commonwealth shall use such narrative only for the purpose of assisting in the evaluation of the subject proposal. Such additional proposal narrative shall not be included in the Statement of Work included in the final contract, unless mutually agreed between the Vendor and the Commonwealth during the contracting period.

Vendor shall insert additional lines as required when responding to specific instructions in this Appendix.

<u>Note</u>: The proposed SOW is not intended to constrain or infringe upon the Vendor's own Project Management Methodology or Implementation Methodology. This Appendix is intended to establish a minimum baseline of expected activities and deliverables that will help Vendors scope their proposals and that will be employed during the RMS Implementation to ensure the successful delivery of the RMS. Vendors are expected to integrate these activities and deliverables into their proposed approaches.

# **10.** Appendix F: Sample Forms / Artifacts

A selection of PRPB Policies, current-state PRPB Forms and PRPB Reports referenced and/or otherwise supporting the Functional and Technical / Non-Functional Requirements provided in this RFP are available from the https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos.

Vendors are advised to consider these current-state forms and reports in the context of responding to any RMS requirements that expressly require compliance with specific PRPB or Commonwealth policies, or any RMS requirements that describe PRPB's desire to digitize or otherwise automate manual / paper-based data collection and/or manual / paper-based processes.

# **11. Appendix G: Cost Proposal Template**

The Commonwealth requests that Vendors offer their "best" solution(s) that will satisfy the requirements set forth in this RFP.

If the proposal includes more than one solution based on the software applications or hosting platforms, there must be a separate cost itemization for each solution proposed.

Please provide a Firm Fixed Price quote for the items listed in the tables below including ALL assumptions and adding rows as necessary:

- C.1 Base System Software with description of functionality (Material only)
- C.2 Recommended Optional Software Add-ons (Material only)
- C.3 Professional Services to Implement Base System (excluding Training)
- C.4 Professional Services to Implement Optional Software Add-ons
- C.5 Professional Services to Provide Training
- C.6 Software Maintenance Agreement Years 1, 2, 3, 4, 5
- $\rm C.7-Other$  Associated Costs  $^2$
- C.8 Assumptions (no cost information required)

To complete the cost proposal, please refer to the provided MS Excel workbook titled *Appendix* G – *Vendor Cost Proposal Template*, provided via the https://www.policia.pr.gov/solicitud-de-propuesta and https://www.dsp.pr.gov/documentos.

<sup>&</sup>lt;sup>2</sup> Note: Cost Proposals should include a discrete, quantifiable line item(s) for the International Spanish language related requirements, if appropriate. Minimally, a discrete costed line item for PRPB's desire to have the Vendor provide Tier 1 helpdesk support in International Spanish.