



GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE EDUCACIÓN

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

RFP NO: PRDE-OSIATD-2021-002-
BASIC MAINTENANCE OF INTERNAL CONNECTIONS

REQUEST FOR PROPOSALS FOR
FY2021 E-RATE ELIGIBLE EQUIPMENT, CABLING AND MATERIALS

Table with 2 columns: EVENT, DATE/TIME*. Rows include: Publication and release of RFP and Posting of Form 470, Deadline for Submitting RFP Questions, Responses to RFP Questions Posted on PRDE website, DEADLINE FOR SUBMITTING PROPOSALS.

* All listed times are Atlantic Standard Time (AST)

LATE PROPOSALS WILL NOT BE ACCEPTED
PROPOSERS SHALL DELIVER THREE (3) COPIES OF PROPOSALS AS FOLLOWS:

- 1 Original Signed Proposal in a 3-Ring Binder with Financial Statements, clearly marked Original
• 1 Exact Copy of the Original Proposal on a Jump Drive, including Financial Statements, submitted along with the Original Proposal
• 1 Exact Copy of the Original Proposal submitted by shared document link emailed to BMIC2021_RFP@de.pr.gov.

EACH ORIGINAL PROPOSAL MUST BE ADDRESSED AND HAND-DELIVERED BY PROPOSER OR BY U.S. MAIL COURIER TO THE FOLLOWING ADDRESS BY THE DEADLINE:

José L. Narváez Figueroa
Director Ejecutivo III
Puerto Rico Department of Education
Corrections Building, 4th Floor
Tte. César González, Esquina Kalaf Urb. Industrial Tres Monjitas
Hato Rey, PR 00926

- All Proposer questions concerning the RFP and the competitive proposal process should be in writing and emailed to: BMIC2021_RFP@de.pr.gov.

This RFP, all attachments and clarifications/addenda are available for download at: www.de.pr.gov.



P.O. Box 190759, San Juan PR 00919-0759 • Tel.: (787)773-2696

El Departamento de Educación no discrimina de ninguna manera por razon de edad, raza, color, sexo, nacimiento, condición de veterano, ideología política o religiosa, origen o condición social, orientación sexual o identidad de género, discapacidad o impedimento físico o mental; ni por ser víctima de violencia doméstica, agresión sexual o acecho

Table of Contents

SECTION 1: GENERAL 1

SECTION 2: PROCUREMENT PROCESS 4

SECTION 3: CURRENT NETWORK INFRASTRUCTURE..... 7

SECTION 4: OVERVIEW OF REQUESTED SERVICES 9

SECTION 4A: ELIGIBLE EQUIPMENT TO BE MAINTAINED..... 14

SECTION 5: SERVICE LEVEL AGREEMENT..... 17

SECTION 6: GENERAL TERMS AND CONDITIONS 22

SECTION 7: SPECIFIC TERMS AND CONDITIONS 37

SECTION 8: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS..... 47

SECTION 9: EVALUATION CRITERIA AND PROPOSER SELECTION..... 53

APPENDIX I: ESTIMATED NETWORK EQUIPMENT AND CABLING/FIBERCOUNTS..... 56

APPENDIX II: SERVICE LEVEL AGREEMENT 59

APPENDIX III: PROPOSAL FORMAT AND SUBMITTAL CHECKLIST 59

APPENDIX IV: PROPOSAL SUBMITTAL FORMS 62

APPENDIX V: E-RATE DEFINITIONS..... 81

APPENDIX VI: SITE ADDRESSES..... 83



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RFP NO. PRDE-OSIATD-2021-002- FY2021 BASIC MAINTENANCE OF INTERNAL CONNECTIONS

REQUEST FOR PROPOSALS FOR E-RATE ELIGIBLE EQUIPMENT, CABLING AND MATERIALS

February 11, 2021

TO PROSPECTIVE PROPOSERS:

The Puerto Rico Department of Education (the "Department" or "PRDE") is requesting proposals for Basic Maintenance of Internal Connection services for E-Rate eligible products for FY 2021. This request is pursuant to the above-referenced Request for Proposals (the "RFP"), as well as pursuant to the E-Rate Form 470 posted on the Universal Service Administrative Company, Schools and Libraries Division website contemporaneously with the release of this RFP. Notice of the RFP was also published in the *El Nuevo Día* newspaper on February 11, 2021 and in the *Primera Hora* newspaper on February 12, 2021. The RFP was also posted on the PRDE website and the Office and Budget Department Bids and RFPs website.

Proposers are requested to propose Basic Maintenance of Internal Connections services during the term of the awarded contract under the direction of the OSIATD. The services shall be performed at the Department's E-Rate eligible schools, as well as the schools and Non-Instructional Facilities (NIFs) that are not eligible for E-Rate Category 2 funding.

Each proposal must be in the format specified in the RFP, must include all the required submittals specified in the RFP and be submitted by the deadline set forth on the cover page of the RFP. The Department intends to award a four-year contract to a single Proposer, with one 1-year renewal option.

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

Sincerely,

MARIE ORTIZ SÁNCHEZ
Interim Chief Information Officer



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SECTION 1: GENERAL

1.1. BUREAU/OFFICE

Office of the Secretary of Education of the Puerto Rico Department of Education, on behalf of the Office of Information Systems and Technology Support for Teaching (“OSIATD”).

1.2. SOLICITATION

Request for Proposals for basic maintenance of internal connections services for the following:

- A. Eligible equipment installed at eligible schools, the Puerto Rico Department of Education (“PRDE” or “the Department”) Data Center and the PRDE Educational Complex (collectively referred to as “**Eligible Entities**”);
- B. Schools and non-instructional facilities that are not eligible for E-Rate funding (collectively referred to as “**Ineligible Entities**”); and
- C. Equipment and materials that are eligible for E-Rate funding (e.g., switches, UPS units, cabling and fiber, firewalls, etc.) (collectively referred to as “**Eligible Equipment**”).

1.3. ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION

The Puerto Rico Department of Education (“PRDE” or the “Department”) is the government agency that runs and operates Puerto Rico’s public school system. Unlike most states, the Department acts both as a State Educational Agency (SEA) and Local Educational Agency (LEA).

PRDE SCHOOL SYSTEM	QTY
STUDENTS:	276,388
EDUCATORS:	25,139
SCHOOLS:	
E-RATE ELIGIBLE SCHOOLS	710
INELIGIBLE SCHOOLS	145
TOTAL SCHOOLS	855
NON-INSTRUCTIONAL FACILITIES:	
ELIGIBLE NON-INSTRUCTIONAL FACILITIES	
DATA CENTER	1
EDUCATIONAL COMPLEX	1
EDUCATIONAL COMPLEX ANNEX	1
INELIGIBLE NON-INSTRUCTIONAL FACILITIES	
EDUCATIONAL REGIONAL OFFICES	7
REGIONAL OMEP/OMPE	8
SPTTE OFFICES	3
FOOD WAREHOUSES	6
COMEDORES	1
ARCHIVES	1
SPECIAL ED	11
AUDITING OFFICES	1
PRINTING OFFICES	1
TOTAL NIFS	42

*Estimates based November 2020 Student Information Report

1.4. DEPARTMENT E-RATE INFORMATION

PRDE BILLED ENTITY NO. (BEN): 157779
PRDE BMIC E-RATE DISCOUNT: 85% (Category 2)

The Department's E-Rate program technology maintenance services are administered by OSIATD under the direction of the Chief Information Officer.

1.5. TECHNOLOGY GOALS:

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

- A. Technology will be available and reliable.
- B. Wired and wireless access will be available in every classroom, in every school.
- C. All schools will transmit data within the Wide Area Network (WAN) at a minimum of 750 MBPS speeds, and each school will have at least a 750 MBPS connection to the Internet Service Provider.
- D. Students and staff will be able to connect to the network quickly, they will be assigned a set of permissions to the network, and they will be able to work with Department-owned devices.
- E. Within the next three (3) years, we will work to achieve 25% of all our students having mobile devices and for 60% of 6th, 7th and 8th graders having mobile devices in their schools.
- F. Provide support multiple cloud-based platforms for collaboration and creation (i.e. Google Apps for Education (GAPE), Office 365).
- G. Evaluate technology competencies of teaching staff.
- H. Create a digital resource for student learning and training educators.
- I. Provide on-demand online learning opportunities for educators and students to improve technology skills and content knowledge as well as face-to-face training
- J. Develop an integrated planning model that includes Title 1, Special Education, Teaching and Learning, Instructional Coaches and educators with regard to software and hardware selection and implementation.
- K. For all of our educators to feel confident to support students' growth as digital citizens.
- L. Enable a rich technology curriculum at every grade level.
- M. Create innovative learning spaces at all of our schools.
- N. Create technology strategies to support instructional transformation.
- O. Professional development training for all educators on integrating technology into curriculum.

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

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

1.6. PRDE RIGHTS

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

1. Reject any or all proposals;
2. Amend this RFP;
3. Correct errors in this RFP;
4. Cancel the entire RFP or reduce the scope of services;
5. Extend the deadline for submitting proposals;
6. Issue one (1) or more subsequent RFPs for the same services;
7. Appoint an evaluation committee to review proposals and make Proposer selections;
8. Seek the assistance of technical experts to review proposals and make recommendations;
9. Seek the assistance of E-Rate experts to assist with E-Rate program questions, processes, eligibility, and cost allocations during the procurement process;
10. Invite one or more Proposers for presentations and/or negotiations after review of proposals;
11. Negotiate with any, all, or none of the Proposers;
12. Solicit best and final offers (BAFO) from all, some or none of the proposers;
13. Award a contract to one or more Proposers;
14. Award a contract for part, but not all, of the services described in this RFP'
15. Award a contract without discussions or negotiations;
16. Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the services or supply the products described in this RFP;
17. Investigate the qualifications of proposers and any subcontractors proposed by Proposers;
18. Confirm Proposer understanding of, and experience with, the E-Rate program;
19. Accept other than the lowest priced proposal;
20. Waive informalities and irregularities in proposals;
21. Disqualify Proposers for non-responsiveness or proposal deficiencies;
22. Award a contract for longer or shorter terms and/or with options to renew;
23. Renegotiate or revise the contract based upon SLD/USAC rule changes prior to and/or after the award of the contract;
24. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any proposers;
25. If any Proposer selected for award refuses to execute the contract arising from this procurement, the Department shall have the right to order the execution of the Proposal Guarantee (Bid Bond) in order to cover the difference between the Proposer's cost and the cost proposed by the next qualified Proposer, as well as to cover other damages and direct expenses of the Department;
26. Terminate the awarded Contract at any time, with or without cause, before or after the SLD/USAC's funding decision;
27. Refrain from applying for E-Rate funding for any services proposed under this RFP; and
28. Exercise any other right or take any other action allowed by law.

SECTION 2: PROCUREMENT PROCESS

2.1 E-RATE ELIGIBLE SERVICES ONLY - PROCUREMENT GUIDELINES

The selected service provider(s) must comply with the following requirements:

- A. Proposer must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic audits of the Proposer's processes and forms and assist the Department with ensuring the Proposer is in compliance with SLD/USAC and Federal Communications Commission ("FCC") requirements.
- B. Proposer must submit invoices and supporting documents approved by the Department in accordance with the E-Rate Invoicing Requirements of Section 7.18 of this RFP.
- C. File with the SLD/USAC a Service Provider Annual Certification form (SPAC – FCC Form 473).
- D. Assist the Department with preparing all information and paperwork required by SLD/USAC at the direction of the OSIATD.
- E. Demonstrate knowledge and expertise of FCC rules, regulations, and guidelines related to the E-Rate Program.
- F. Advise the Department of FCC regulation changes and their impact on E-Rate Eligible services provided by the Proposer.
- G. Review the Eligible services List and recommend eligible solutions to the Department.
- H. Prepare correspondence to the SLD/USAC and/or FCC on behalf of the Department (e.g. service substitution requests and other related matters) directly related to the E-Rate eligible services.
- I. Assist the Department in appealing any adverse ruling of the SLD/USAC and/or FCC that are directly associated with E-Rate Eligible services.
- J. Provide the Department with written opinions relating to eligibility and compliance with E-Rate rules, regulations and guidelines as deemed appropriate by the Department in support of the eligible service.
- K. Assist in the preparation and provide staff as requested by the Department for beneficiary audits conducted by the FCC and/or their agents throughout the year.
- L. Make staff available for any audits that are conducted by SLD/USAC or the Department.
- M. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
- N. Comply with the E-Rate rules pertaining to on premise equipment. At all times, Proposer shall comply with the following regulation issued by the Office of Government Ethics, 5 CFR §§

2635.201-2635.205, as may be amended (“Federal Gift Policy”). Proposer understands and agrees that it is solely responsible for ensuring that the Proposer and its staff is in compliance with the Federal Gift Policy at all times throughout the competitive proposal and contract term. If there is a violation of the Federal Gift Policy that results in the loss, denial, or withdrawal of any E-Rate funding by SLD/USAC, FCC, or other governmental agency or authority, Proposer hereby waives any and all claims against the Department for the loss, denial, or withdrawal of the Discounted portion of E-Rate eligible services and/or products, regardless of any actions taken by the Department that may have contributed to the violations of the Federal Gift Policy.

2.2 PROPOSER ELIGIBILITY

A. PROPOSER ELIGIBILITY FOR ALL SERVICES

To be eligible to submit a proposal under this RFP, Proposers must comply with the following requisites, but are not limited to:

1. Registration with the Puerto Rico General Services Administration (Bidders Registry). All Proposers must be registered in the General Services Administration’s Registry of Eligible Government Providers (Registro Único de Licitadores, “RUL”) to do business with the Department and should include a copy of the Certificate of registration in their proposals. Selected Proposers shall not commence services awarded under this RFP without a valid Bidders Registry and must submit a copy of said certificate to the Department at such time or times as required by the Law Department.
2. Demonstrate Ability to Meet Requirements. The Proposer must clearly demonstrate the Proposer’s ability to fully meet all of the requirements of this RFP in its proposal, including but not limited to, financial capacity, service levels, reporting, and training, as applicable.

Any Proposer that fails to meet each of these eligibility requirements may be disqualified from consideration for a contract award. If awarded a contract, the selected Proposer will be required to accept the award in writing and execute a contract containing, among other things, the general and specific terms and conditions set forth in **Section 6 and Section 7** of this RFP, respectively. In the event the Proposer and the Department fail to reach agreement as to the terms and conditions of the contract, the Proposer's award of the contract shall be revoked by the Department, and the Department may negotiate a contract with one (1) or more of the other Proposers.

A service provider may propose both as a joint venture and independently as a single proposer. If a joint venture response is rejected, no firm which has participated in the joint proposal can be considered to provide the requested services and products unless the provider has submitted a separate proposal. If a proposer operates as a partnership, joint venture, sole proprietorship, limited liability company, or corporate entity under an assumed name, the proposer must follow the registration requirements of applicable local, state, federal laws.

B. SPECIAL PROPOSER ELIGIBILITY REQUIREMENTS FOR E-RATE SERVICES

SPIN: Proposer must provide a valid SPIN (Service Provider Identification Number) at the time the bid is submitted. More information on SPIN can be found at: <https://www.usac.org/e-rate>.

FRN: Proposer must provide a valid FCC Registration Number (FAN) at the time the bid is submitted. More information on FAN can be found at: <https://apps.fcc.gov/coresWeb/publicHome.do>

GREEN LIGHT STATUS: The selected Proposer must provide evidence of FCC Green Light Status at the time a contract is signed. If the Proposer is in Red Light Status, the Department may decide to cancel the contract award. See information on FCC Red/Green Light Status at: <https://apps.fcc.gov/redlight/help/StatusGreen.cfm>

2.3 ALL SERVICES - PROPOSAL SCHEDULE AND PROPOSER COMMUNICATIONS

A. Timeline

The PRDE intends to follow the schedule set forth on the cover page of this RFP, which is incorporated herein by this reference.

B. RFP Questions

Proposers may submit questions concerning this RFP to the Department in writing by email on or before the deadline set forth on the cover page of this RFP. Questions should be emailed to BMIC2021_RFP@de.pr.gov. Responses to questions submitted by the deadline will be posted on the PRDE website at www.de.pr.gov on the date specified on the cover of this RFP. Specific questions pertaining to the RFP that are received after the deadline may not be answered.

C. Other Proposer Questions and Communications

During the competitive proposal period, general questions, E-Rate eligibility questions, and/or general requests for information or clarification concerning the Department's procurement process must be in writing and emailed to BMIC2021_RFP@de.pr.gov on or before the deadlines indicated herein. All responses will be posted on the PRDE website at www.de.pr.gov. Specific questions pertaining to the RFP that are received after the deadline will not be answered, except at the discretion of the Department.

Questions should be submitted only to the address above. Communications with other representatives of the Government of Puerto Rico or relevant entities of the Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proposer's proposal and may result in disqualification from participation in future processes. Oral responses or clarifications made by any PRDE employee or resource will not be binding on the Department.

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SECTION 3: CURRENT NETWORK INFRASTRUCTURE

3.1 WIDE AREA NETWORK (WAN)

All schools, district offices and regional offices connect to the Internet using a “hub and spokes” topology, with PRDE headquarters at the center. There are no separate, direct connections among schools, but Wide Area Network capabilities are achievable through routers residing at PRDE’s main data center. PRDE operates an integrated Internet/WAN solution. While mainland school districts often contract separately for Internet service and data transport (linking schools both to the Internet and to each other through wide-area networks), PRDE has engaged a single Proposer to provide both services as an integrated, centralized network. The online status of every school is constantly monitored by OSIATD personnel at headquarters, so that outages can be noticed and responded to quickly.

The Department’s current school network design has two areas: Transport and Internet. The transport consists of fiber connections from each school and annex to the Department’s Data Center at synchronic 750 MBPS speeds. The current transport service provider brings the logical route between the schools to the Department’s Data Center with a MPLS Metro Ethernet network That allows the Department’s Administrative network share resources, apps and direct access to Digital Library, Distance Learning System, Office 365 and Azure suite services, Time and Attendance System, Student Information System, Finance System and Voice services at each location. Additionally, voice and data services are used to support communication for surveillance systems, elevator call boxes and solar energy management systems. The following is a diagram of the current WAN network:

3.2 INTERNET ACCESS

The Department’s Internet infrastructure is also installed and configured in the Department’s Data Center, and brings up to a 30 GB Internet speed using a MPLS Metro Ethernet network architecture. The Internet infrastructure complies with the Children’s Internet Protection Act (CIPA), providing a firewall and antivirus protection, monitoring, reports and Azure accounts integration for students and teachers profile authentications. Also, the Department connects the WiFi School network in accordance with the Bring Your Own Device (BYOD) technology platform. The Internet infrastructure has two redundancy routes to minimize breakdown. Unfortunately, users experience slow access to the Internet under the current centralized network design.

3.3 LOCAL AREA NETWORKS

Most of the school local area networks transport two logical network traffic streams: administration (e.g., main office), and instructional support (e.g., classrooms, labs, libraries). Applications supported include Internet browser, time clocks, student information, miscellaneous local school programs, and Department-wide applications (e.g., content filtering). The school networks have various makes and manufacturers of LAN equipment consisting of switches, wireless access points, routers and hubs. The demarcation between the data network and LAN equipment is in the Main Distribution Frame (MDF) room. From the MDF room, the network is connected to various concentrator boxes (C-Boxes) or Intermediate Distribution Frames (IDF). From these C-boxes, the workstations are connected via category 5 or 6 cabling. The classroom, IDF, and main office

SECTION 4: OVERVIEW OF REQUESTED SERVICES

4.1 ALL EQUIPMENT - REQUESTED SERVICES OVERVIEW

PRDE is requesting basic maintenance of internal connections services for schools, with priority being given to break-fix services. Vendors should also propose ongoing preventative services for equipment but must do so in a separate pricing quote clearly marked "Preventative Maintenance Price Quotation." All quotations must be based on specified hourly rates and an estimate of annual hours expected for a school system the size of the PRDE. For purposes of this RFP, all basic maintenance services must comply with the following requirements:

- (1) Basic maintenance services are "necessary" if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services.
- (2) The following products and services are out of the scope of this RFP: on-site technical support (i.e., contractor duty station at the applicant site, when off-site technical support can provide basic maintenance on an as-needed basis), 24-hour network monitoring, network management, help desks (that provide a comprehensive level of support beyond basic maintenance of only eligible components), and technical support contracts that are more than basic maintenance. Basic maintenance costs must be separated out in the cost quotation response. Respondent must have a separate cost quotation for basic maintenance services.
- (3) Basic maintenance shall be billed and paid only for actual hours worked, and cannot be based on annual subscription or insurance (e.g., Smartnet) that is payable upfront regardless of whether services are not used.

4.2 ALL EQUIPMENT – PREVENTATIVE AND BREAK-FIX MAINTENANCE DEFINITIONS

Vendors are requested to quote both preventative and break-fix maintenance for listed equipment. Preventative and break-fix maintenance include the following:

"Preventative Basic Maintenance" refers to software downloads, bug fixes, configuration changes and access to the manufacturers' technical assistance center as part of our preventative maintenance services. Also refers to clean and organize the IDF's of the schools, including the IDF identify for the ICP Project.

"Break-Fix Basic Maintenance" refers to replacement and repair of failed equipment and parts.

4.4 ALL EQUIPMENT - MAINTENANCE SERVICE REQUIREMENTS

A. Equipment Monitoring and Incident Tracking

The vendor shall provide onsite basic maintenance services in conjunction with the Department. The vendor shall provide management services to monitor and maintain the data network and local area networks, and network security infrastructure including switches and UPS units and other ancillary equipment. The solution will provide proactive remote monitoring services for the Department's equipment. This service includes monitoring and management of Department owned or leased equipment, pro-active and maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues.

B. Trouble Tickets

The vendor is required to provide vendor maintenance contracts at appropriate levels on the Department's behalf for the duration of the contract. The Department must be able to view any and all related tickets and be able to open up trouble tickets as required. Any necessary overnight return merchandise authorization (RMA) processes and shipping must be included with the vendor's quotation.

C. Proposer Resources

- (1) The Department requires all personnel working on the Department's network to be highly qualified to ensure agreed upon service levels are met. In addition, all support personnel are to be trained for the Department's network equipment (sometimes referred to as environment) prior to supporting it and the Department shall have a consistent team that is extremely familiar with the current issues, projects, and other engineering tasks that are underway. The Department will be given the option to interview any proposed personnel prior to becoming engaged on the contract. The Department shall approve assigned personnel, including technical and management personnel.
- (2) Proper personnel shall be available onsite for all scheduled maintenance times during or after business hours. Low risk network changes can be done remotely with prior consent of the Department. Major scheduled maintenance performed on the Department's network shall require a detailed statement-of-work that clearly defines roles, risks, tasks, testing parameters, modifications, back-out plan and associated.

D. Incident Diagnosis and Tracking

- (1) All Incidents shall be tracked by the vendor's incident tracking system with open, close, update, and status change notifications. These notifications must be sent out via e-mail or SMS (Short Message Service) based on the Department's preferences, alerting critical IT resources to any failures or degradations that might impact services or end user functionality.

- (2) Vendor shall provide incident diagnosis and remediation/problem management to resolve problems as they occur.
- (3) Vendor shall provide a network device maintenance program that shall provide incident management and maintenance services that include, but are not limited to, the assessment, repair or replacement of malfunctioning or defective, switches and UPS devices at Department schools.

E. Cabling/Fiber and Patch Panels

Vendor shall test and replace cabling and fiber as necessary and replace patch cords and patch panels as required. Patch cords should be covered and properly spared.

F. Asset and Inventory Management

- (1) The Department has an asset inventory/management system initiative currently underway that may supersede the need for vendor to provide their own inventory management system. If so, the vendor shall interface with the Department's asset system. As part of the services, vendor shall maintain a complete inventory, as directed by the Department, of the devices at each school and provide Inventory Management to track all devices covered under the contract and update all equipment changes. As equipment is replaced, the vendor shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased by the Department. The vendor shall return to the Department all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. Smartnet) and inventory information to the Department.
- (2) Asset management of the environment is to include:
 - (a) Logical inventory (e.g., configuration settings);
 - (b) Physical inventory (e.g. location, address, floor, room, rack, etc.), device make/model, RAM, CPUs); and
 - (c) Asset inventory (e.g. contract maintenance agreements and warranty, expirations, support codes/numbers).

G. Cabling and Network Equipment Spares and Spare Parts

- (1) The selected vendor shall maintain an inventory of cables shall be available for use under contract.
- (2) The selected vendor shall also maintain sufficient break/fix components that will be used for common failure items. Prior to the commencement of the contract, the vendor shall obtain the Department's approval of the processes associated with repairing and replacement of equipment.

- (3) Network devices shall be repaired or replaced. The vendor shall provide this equipment as a part of the maintenance cost of this program. The vendor shall provide maintenance services that include, but are not limited to, assessment, repair, replacement, configuration, documentation, and testing of LAN devices.
- (4) Proposer pricing shall also include pricing for equipment replacements for out-of-warranty equipment and cabling.

H. Managed Devices

- (1) The Department requires the vendor to share access to these managed devices, including “enable” and/or “root” level passwords to allow the vendor and the Department to jointly accomplish operational configuration and changes associated with maintenance events.
- (2) The Department also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all equipment.

I. Operating System and Software Configuration

- (1) All installed equipment must include the standardized operating system revision for that device and proper configuration. Vendor shall work with the Department in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. Backups must be readily available for emergency restoration and other needs as required by the Department. The backups must also be available to the Department’s personnel as requested.
 - a. The Department requires the vendor to provide on-going software configuration management for all covered devices including, but not limited to, configuration changes, operating system, or firmware upgrade for problem resolution or service enhancements. The Department reserves the right to request configuration changes for initiatives as needed.
 - b. Support services shall include:
 - (a) Emergency Repairs. The vendor shall provide break/fix services for the equipment during the term of the contract as requested by the Department. Break/fix visits shall be during regular business and school hours, Monday through Friday, excluding Department holidays, including but not limited to:
 - Reboots
 - Hard Drive replacements
 - Remote tunneling

-
- OS updates
 - Active directory integration (If required)
 - Multicasting support

(b) Vendor shall react to network events and provide corrective action to restore services. In addition to resolving software and hardware issues, this includes opening, escalating, and resolving circuit issues with the Department's network transport carrier.

c. Vendor shall provide and maintain a standardized OS version and boilerplate configuration of devices located at the schools. Configurations shall be collected and backed up by the vendor as equipment is replaced and remotely on a weekly basis. At the Department's discretion or based on common issues, vendor shall upgrade IOS/firmware on all equipment at the schools in order to provide a consistent and stable switch configuration across all schools.

J. Moves Adds and Changes.

Vendor shall accept new sites or moves as directed by the Department, including proper port provisioning, IP address assignments, DHCP scope creation, additional site reporting and monitoring, documentation and coordination with other vendors as directed. This shall also include remote site equipment installation and configuration.

K. MDF and IDF Maintenance.

Vendor shall assist the Department in maintaining MDF and Administrative IDF. The foregoing includes installing and removing unshielded twisted pair (UTP) and fiber optic cabling. Vendor shall maintain existing cabling infrastructure to ensure it is routed in any available cable management systems and cables are properly labeled. Vendor shall ensure all covered systems are properly tagged with an asset sticker and labeled. Vendor shall also ensure that all waste is properly disposed of and sites are kept clear of debris.

Once onsite, vendor's representative shall repair or replace the malfunctioning network device in the school MDF, IDF or classroom concentrator enclosures in a timely fashion. The vendor shall also perform basic troubleshooting of the device, including basic testing and repair of cabling at the school.

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SECTION 4A: ELIGIBLE EQUIPMENT TO BE MAINTAINED

NOTE: DETAILS ON INSTALLED EQUIPMENT AND CABLING/FIBER IS ON APPENDIX I

A. **NETWORK ELECTRONICS (SWITCHES) – Preventative & Break-Fix.** The selected vendor shall perform the following preventative basic maintenance services:

- Test and support of all LAN Layer 2 and 3 switches
- Test and install updates and bug fixes as required
- Respond to warnings and critical events
- Investigate network threats/intrusions and take actions to mitigate risks
- Take corrective actions to ensure continued service functionality
- Perform basic technical support and configuration changes
- Install new firmware releases provided by the manufacturer and apply updates to equipment as necessary
- Break fix or device replacement
- On-going proactive monitoring services
- Provide OSIATD a digital copy of all data and documentation on equipment configuration

The following chart shows the approximate number of the primary switches installed on the network and at the school sites to be maintained:

MANUFACTURER	QTY
JUNIPER	4077
HP	1399
MERAKI	2324
CATALYST	5
NORTEL	16
ENTERASYS MATRIX	7
UNKNOWN (Regional Offices)	280
	8108

B. **UPS POWER PROTECTION AND BATTERY BACKUP – Preventative & Break-Fix.**

Most of the schools have a UPS unit to provide backup power to eligible components. The following chart shows the estimated UPS systems installed:

The selected vendor shall perform the following ongoing preventative and break-fix basic maintenance services:

- Scheduled testing of UPS and battery backup functionality
- Respond to adverse events/warnings generated by the UPS systems
- Corrective actions to avoid downtime and to ensure service functionality

- Provide OSIATD a digital copy of all data and documentation on equipment configuration
- Break fix or device replacement
- On-going proactive monitoring services
- Provide OSIATD a digital copy of all data and documentation on equipment configuration

EQUIPMENT SUMMARY

MANUF	QTY
APC	2
EATON	5402
UNKNOWN (Regional Offices)	12

5416

- C. **CABLING/FIBER AND PATCH PANELS– Break-Fix Only.** The selected vendor shall be responsible for performing the following break-fix maintenance services:

- Repair broken/ damaged wall boxes
- Repair broken/ damaged patch panels
- Replace defective or non-working data drops, copper, and fiber Back Bones
- Respond to trouble calls and reported inactive drops throughout the campus
- Toning and relabeling as necessary
- Corrective actions to restore service functionality
- Provide OSIATD a digital copy of all data and documentation on equipment configuration

Vendors providing maintenance support for cabling are required to comply the Department's standards for Communications Wire, Cable, Devices and Equipment (Division 17, Section 1722).

WIRING SUMMARY

DESCRIPTION	MANUFACTURER		QTY
CAT 6 CABLING	Commscope Systimax	GigaSPEED XL	69681
FIBER WIRING (275 METERS)	Commscope Systimax	GigaSPEED XL	816
PATCH PANELS			1000+

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D. **FIREWALLS – Preventative & Break-Fix**

Vendor shall also be responsible for the management and support of the Fortigate firewalls

- Configuration backup
- Firmware upgrades
- Audit firewall physical and OS security
- Cleanup and optimize the rule base
- Perform firewall rules and logs audits
- Break fix or device replacement
- Corrective actions to restore service functionality
- Provide OSIATD a digital copy of all data and documentation on equipment configuration

The following firewalls are to be supported under the basic maintenance contract:

EQUIPMENT SUMMARY

ITEM	MANUFACTURER	QTY
FIREWALL	FORTIGATE	2

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SECTION 5: SERVICE LEVEL AGREEMENT

Proposers shall provide a sample Service Level Agreement (“SLA”), which SLA shall include, at a minimum, the information requested below, as applicable to proposed equipment and services.

Proposer shall submit an SLA for the services proposed in response to this RFP, and if awarded a contract, the SLA shall have the full force of contract between the Department and the Proposer. The SLA shall define the levels of service to be provided, shall be divided into areas of priority according to importance to the supported systems or functions, and shall provide service level objectives and identify supported services, service limitations, service inclusions and exclusions, the Department’s responsibilities, Proposer responsibilities, and service assurances. The SLA may be subject to negotiations between the Department and the Proposer.

The SLA shall be in full force and effect for the entire contract term, including any renewal period(s).

Minimum Service Level requirements include the requirements set forth in **Section 5.1**, Service Levels. Proposers are encouraged to elaborate on these minimum requirements as well as provide additional Service Level considerations for the Department’s evaluation, including recommendations for incentives and disincentives to address performance failures.

5.1 SERVICE LEVELS

- A. Service Availability. Service requirements shall provide no less than 99.99% availability during the production period.
- B. Device replacement and configuration. All the devices (switches, outside AP, UPS). Repair and configure and install follow the DOE requirements. Perform a test for device functionality.
- C. Cabling break/fix (Copper and Fiber). All structured cabling shall install follow the DOE requirements. Copper and Fiber must have the certification document perform by a structured cabling tester device.
- D. Service for MDF, IDF and ICP IDF. All network cabinets must be organized, clean and free of devices with damages or not in production.

5.2 OUTAGES

- A. Major Outage. A major outage is defined as any event where the Internet link is either inoperative or is delivering a severely degraded service.
- B. Unscheduled Outages. An unscheduled outage is defined as any unplanned interruption of service. The service provider shall notify key Department personnel in the event of an outage along with the estimated time of repair.

- C. Scheduled Outage. A scheduled outage is defined as a service that fails to operate correctly, for which a service provider must provide maintenance. The Department requires outages of services be scheduled with the Data Center at least 24 hours prior to the commencement of the outage.

5.3 RESPONSE TIMES

The following details the minimum response services required by the Department:

PRIORITY	SERVICE DEFINITION	RESPONSE TIME	ANTICIPATED REPAIR START TIME
Priority 1	CRITICAL Outage (Loss of communications or connections affecting entire system, the data center or central administrative office)	30 Minutes	2 Hours
Priority 2	MAJOR Outage (Loss of communications or connections affecting all other sites)	1 Hour	4 Hours
Priority 3	MINOR Problems (Loss of function on non-critical component)	4 Hours	Next Business Day

5.4 NOTIFICATIONS AND SUPPORT

- A. Describe how the Department will be notified of and updated on the progress of the repairs
- B. If there a dedicated repair group that will support the Department, describe and provide contact information

5.5 REPORTS

- A. Network Availability. A network availability report for each service showing network availability (by service and as a whole) during regular school hours, by day, week, and month.
- B. Failed Service Report. A monthly report that summarizes the number of services that failed during a calendar month.
- C. Outage and Degradation Credits. A monthly on-line and printed report accessible and provided to the Department over the same number of days covered by the billing and invoice cycle showing all service outages or degradation instances, the times outages or degradation of services began and ended, and the calculation of applicable service outage credits as described below.
- D. Replacement Reports. The replacement of repaired devices shall include at a minimum:
- Documentation of new inventory information for new equipment for the Department Inventory and Asset Tracking;

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- Application of an asset tag;
 - Documentation of decommissioned devices for the Department;
 - Warehousing of old devices for return to the Department;
 - Installation, labeling and cabling of all repaired or replaced Cisco Hardware into designated racks at the School;
 - Application of current boilerplate configuration, while replicating port settings from the replaced equipment's backup configuration;
 - Setup of the device and testing device connectivity;
 - An updated device configuration to match the Department standard configuration. Testing via telnet, SSH, SNMP, or other means necessary;
 - The validation of SNMP and Syslog settings on the device;
 - The customization to the device configuration based on the old device it replaces; and
 - An update of school LAN diagrams.
- E. Weekly Device Reports. Vendor shall provide weekly detailed uptime/downtime reporting for all devices and remote and core sites. This shall include a summary of outages and resolutions and shall document the Department's network availability. Following is a suggested guideline:
- Summary of the week's outages (automated)
 - Time(s)
 - Date(s)
 - Location(s)
 - Length
 - Identification (scheduled, non-scheduled)
 - break and fix reports
 - preventative reports
- F. Monthly Device Reports. Vendor shall provide a monthly core equipment availability report showing the overall percentage availability of the core systems as well as breakdowns showing percentage availability for groups of equipment based on any of the following:
- Device replacement reports
 - ✓ Make of device
 - ✓ Model of device
 - ✓ Serial number
 - ✓ Location in school
 - ✓ IP address
 - ✓ Warranty info
 - Device functions (switches)
 - Facility

Vendor shall also provide a monthly school equipment availability report showing the overall percentage availability of the school systems as well as breakdowns showing percentage availability for groups of equipment based on any of the following:

- Device models
- Device functions (switches)
- Facility
- Facility cabling type (Fiber vs. Copper)

The percentages shall show the percentage of time the systems are up, down, unavailable, and down for scheduled maintenance. Unavailable systems are not reachable from the monitoring system due to an upstream outage that is closer to that system. Down time is the amount of time the system is not available, excluding times it is unavailable or down for maintenance. Vendor shall provide the following LAN Break/Fix Reports:

- Monthly Ticket Summary
- Replaced Equipment Reports
- Change Request Report
- SLA Violation Reports
- Chronic Issues Report
- LAN Analysis Report
- A Diagram in Visio format as requested

- G. Other On-Demand Reports. Confirm commitment to work with the Department to provide line information feeds into the one or more of the Department's data or management systems and describe Department's ability to generate reports sourced from service provider systems.

5.6 SERVICE CREDITS

Acknowledge and agree to comply with the following:

- A. The Proposer shall calculate and provide the Department with a variable outage credit depending on the type and severity of the outage. Outage credits apply to unscheduled outages on a per service basis.
- B. For unscheduled outages, the credit shall be the equivalent of 10% of the monthly service charge of the affected service for each hour of downtime or portion thereof.
- C. Each degradation instance, defined as any and all occurrences within a 10 minute period during production hours will be reported and result in a service credit of 1% of the monthly service charge, applicable to the affected services.
- D. The Department reserves the right to implement financial disincentives for Proposer's failure to meet SLA performance measures.
- E. Providers must outline their guaranteed performance metrics, and the performance metrics must be guaranteed and maintained end-to-end, including local loops.
- F. Proposals should also outline which reports are offered as part of the service and what reporting is available at additional cost.

- G. Proposers should detail any performance noncompliance compensation that is offered for all guaranteed performance levels.
- H. Providers must offer proactive management and SLA outage notification.
- I. The service must include an online portal for the ongoing reporting of all performance metrics, as well as router and network health and bandwidth use of all access circuits.

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SECTION 6: GENERAL TERMS AND CONDITIONS

6.1 PROPOSAL BID BOND

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

6.2 SERVICE WARRANTY

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

6.3 DOCUMENT SIGNATURES

Proposals and contracts are to be signed on behalf of the Proposer by an authorized representative of the proposing entity, stating signer's official relation to, or position with, the Proposer. Signatures shall be written in ink. Signatures with rubber stamps, typewriter, computerized or in pencil will not be acceptable. If the Proposer is a partnership, the RFP must be signed by a partner with his or her title noted thereon. **Unsigned proposals and proposals not properly signed will be rejected. If the Proposer is a corporation or limited liability company, the proposal must be signed by an officer of the corporation/company and be accompanied by a corporate resolution authorizing the individual to sign the proposal and to enter into a contractual agreement on behalf of the corporation/company.**

6.4 CORPORATE RESOLUTION

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

6.5 CONTRACT REQUIREMENT

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

6.6 CONTRACT TERM

The Department intends to award one four-year contract with one (1) one-year option to renew, for the services requested in this RFP. Services for Eligible Equipment shall commence on July 1, 2021 and end on June 30, 2025, subject to annual budget appropriations by the Department, and unless terminated earlier. In accordance with **Section 1** of this RFP, the Department reserves the right to award a shorter term agreement and/or to include additional voluntary contract renewal options.

6.7 PERFORMANCE BOND

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

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

6.8 PROPOSER COMPENSATION

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

Payment of compensation shall be based on actual services performed and equipment delivered during the term of the contract. The Department shall not be obligated to pay for any services not performed or equipment not delivered in compliance with the contract. In the event of early termination of the contract, the Department shall only be obligated to pay the compensation due up to the date of termination, unless otherwise agreed by the Department as specified in the

immediately preceding paragraph. In no event shall the Department be liable for any costs incurred or services delivered after the effective date of termination as provided herein.

6.9 CONTRACT PRICE ADJUSTMENTS

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

- Price Reductions; Service Reductions. Subject to potential reductions outlined below, the service provider agrees that the final negotiated pricing set forth in the Proposer's contract shall remain fixed for the entire term of the contract. The Department reserves the right to amend its contract with the selected provider to take advantage of lower prices that may be available during the term of the contract. In addition, if at any time during the term of the contract, the service provider offers comparable services to other customers at lower rates than charged under its contract with the Department, the provider is required to extend the reduced rates to the Department. The Department further reserves the right to reduce services at any time during the term of the contract, without penalty or fee.

6.10 CONTRACT TERMINATION; EVENTS OF DEFAULT

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

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

- B. Suspension of Services. Upon ten (10) days prior written notice from the Department to the Proposer, the Department may request that Proposer suspend services in whole or part. The Proposer shall promptly resume performance of services upon written notice from the Department .
- C. Proposer Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:
- i. Any material misrepresentation by Proposer in its response to the RFP or the contract;
 - ii. Breach of any material agreement, representation or warranty made by Proposer in the contract;

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- iii. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract
 - iv. Default by Proposer under any other agreement Proposer may have with the Department;
 - v. The directors or officers of the Proposer are indicted for the commission of any felony or any misdemeanor that implies corruption or moral depravation, or for any crime against the public treasury, faith or function or that involves public property or funds;
 - vi. If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
 - vii. Failure to maintain insurance as required under the contract; and
 - viii. An assignment by the Proposer for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

6.11 DEPARTMENT REMEDIES

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

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

G. Any other legal remedy available to the Department.

6.12 NO WAIVER

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

6.13 TURNOVER OF DOCUMENTS AND RECORDS

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

6.14 WORK QUALITY ASSURANCE

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

6.15 DOCUMENT RETENTION

The Proposer shall furnish the Department with such information as may be requested relative to the detailed services (including make, model and quantities), and the delivery and cost of services. Under PRDE and E-Rate rules, the Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's services under the contract for at least ten (10) years after the last day of the delivery of services under the contract, or any renewal period.

All such information shall be subject to inspection and audit by the Department, or their agents or representatives. The Proposer shall assume responsibility for its subcontractors' compliance with the requirements on document retention. The Proposer shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the Department or their Proposers the same right to inspect and audit said records.

6.16 CONFIDENTIAL INFORMATION, DISSEMINATION OF INFORMATION, OWNERSHIP, SURVIVAL

- A. Confidential Information. During the performance or delivery of services to the Department, the Proposer may have access to or receive certain information that is not generally known to others ("Confidential Information"). The Proposer will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the contract ("Work Product") without the prior written consent of the Department. The Proposer shall use at least the same standard of care in the protection of the Confidential Information of the Department as Proposer uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
- B. Dissemination of Information. The Proposer shall not disseminate any information obtained in the performance or delivery of services for the Department to a third party without the prior written consent of the Department. Proposer shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the services without the prior written consent of the Department. If Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in the Proposer's possession, the Proposer shall immediately give notice to the Department and its legal counsel, with the understanding that the Department shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. The Proposer will cause its personnel and subcontractors to undertake the same obligations of confidentiality agreed to by Proposer under the contract.
- C. Ownership. The Proposer agrees that, to the extent permitted by law, any work product created specifically for the Department under the contract ("Work Product"), shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* All Work Product and Confidential Information shall at all times be and remain the property of the Department. The Proposer will execute all documents and perform all acts that the Department may request in order to assist the Department in perfecting or

protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the contract within ten (10) business days of demand. In addition, the Proposer shall return the Department's data in the format requested by the Department.

- D. Injunctive Relief. In the event of a breach or threatened breach of paragraphs A, B, and/or C above, the Proposer acknowledges and agrees that the Department would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Proposer agrees that the Department shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Department may have in equity, or by law or statute.
- E. Survival. The provisions of the contract pertaining to Confidential Information, dissemination of information and ownership shall survive the termination or expiration of the contract.

6.17 REPRESENTATIONS AND WARRANTIES OF THE PROPOSER

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

- A. Financially Solvent. The Proposer, and each of its subcontractors, is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all services and perform all obligations under the Proposer's proposal(s) and contract. The Proposer also warrants that neither it nor any of its subcontractors owe any non-tax debt to the state or federal government.
- B. Compliance with Laws.
1. Compliance with False Claims Act. The Proposer agrees to comply with all aspects of the Federal False Claims Act which, in general, prohibits: (i) knowingly presenting, or causing to be presented to the Government of the United States a false claim for payment; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the Government of the United States; (iii) conspiring to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certifying to the United States the type or amount of property to be used; (v) certifying receipt of property on a document without completely knowing that the information is true; (vi) knowingly buying property of the Government of the United States from an unauthorized officer of the Government of the United States, and, (vii) knowingly making, using, or causing to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.

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2. Compliance with Other Laws. The Proposer guarantees and certifies that the execution of the contract and the performance of services under the contract, shall be accordance with each of the following laws, as may be applicable:
- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60),
 - b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3),
 - c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), and
 - d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) (as supplemented by Department of Labor regulations (29 CFR Part 5)).
- C. Unemployment Insurance and Social Security. The Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases, or that it has a payment plan for payment of those obligations and is complying with such plan.
- D. No Indictments or Convictions. The Proposer certifies that it has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not engaged in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the United State of America and Commonwealth of Puerto Rico. The Proposer shall notify the Department of any indictment or conviction for any crime against the public treasury, faith or function or that involves public property or funds during the Term of this Agreement.
- E. Good Standing. The Proposer and each of its subcontractors are not in default or have not been deemed by the Department to be in default under any other agreement with the Department during the five (5) year period immediately preceding the date of the contract.
- F. Code of Ethics. The Proposer agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Anticorruption Code of the Government of Puerto Rico, Law Number 1 of January 4, 2018. In conformity with the laws and the norms that govern the contracting of services, the Proposer is aware and warrants that no services will be rendered under the contract until it has been signed by both parties. Proposer further agrees and warrants that no services will be rendered under the contract after it has expired or been terminated. Services rendered in violation of this clause will not be paid, and any officer of the Department that requests and accepts services from the Proposer in violation of this clause, is without legal authority to so.

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- G. Authorization. The Proposer has taken all action necessary for the approval and execution of the contract, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the contract which shall constitute valid, binding obligations of the Proposer.
- H. No Intellectual Property Infringement. That in performing the services, neither the Proposer nor any of its subcontractors will violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and services that it furnishes to the Department under the contract and can grant or assign all rights granted or assigned to the Department pursuant to the contract.
- I. No Legal Actions Preventing Performance. As of the date of the contract, Proposer has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Proposer's ability, or the ability of its subcontractor(s) to perform its obligation under the contract.
- J. No Conflict with Other Government Contracts. The Proposer represents and warrants that the services to be rendered to the Department pursuant to another contract, if any, subscribed with the Commonwealth of Puerto Rico are not in conflict with the services to be rendered under the contract. The Proposer further represents and warrants that it does not have any contractual relationships with any other parties that would hamper or impede its ability to perform its duties and obligations under the contract.

6.18 NO OTHER RIGHTS LIMITED

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

6.19 GIFTS AND GRATUITIES PROHIBITED

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

6.20 EMPLOYMENT RESTRICTIONS

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

6.21 MANUFACTURER WARRANTY

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

6.22 INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship of Proposer to the Department is and shall continue to be that of an independent contractor. Neither Proposer nor any of Proposer's staff, agents, employees or subcontractors shall be entitled to receive Department employee benefits. It is further understood and agreed that the Department shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Proposer, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Proposer shall be the sole responsibility of Proposer. The Proposer agrees that neither Proposer nor its staff or subcontractors shall represent themselves as employees or agents of the Department. The Proposer shall provide the Department with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

6.23 INDEMNIFICATION

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

- (i) negligent or willful acts or omissions of the Proposer, its officials, agents, employees and/or subcontractors in the performance of the contract;
- (ii) failure of Proposer or its subcontractors to comply with applicable law;
- (iii) actual or asserted violation or infringement of any domestic or foreign patents, copyrights or trademarks or other intellectual property, or any improper use of confidential information or other proprietary rights that may be attributable to Proposer or any subcontractor in connection with the services;

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- (iv) claims by any Government agency as a result of a failure by Proposer or any subcontractor to pay taxes;
 - (v) failure of contractor to make payments to any subcontractor in accordance with the respective subcontract; or
 - (vi) personal injury to, illness or death of any person, or damage to or destruction of property of any person in any way arising out of or resulting from or related to the services to the extent caused by Proposer or any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

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

If Proposer, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Department may (without further notice to Proposer) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Proposer, subject to the right of Proposer to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Department in these circumstances shall be borne by Proposer and Proposer shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Department was represented by counsel retained by the Department pursuant to this paragraph, or while Proposer was conducting the defense.

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

6.24 NON-LIABILITY OF DEPARTMENT OFFICIALS

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

6.25 INSURANCE REQUIREMENTS

The Proposer, at its own expense, shall procure and maintain insurance for all operations under the contract, whether performed by Proposer or by subcontractors. The Proposer shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are described on **APPENDIX IV** (Proposal Submittal Forms – FORM 7).

6.26 NON-DISCRIMINATION

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

6.27 ASSIGNMENT OF CONTRACT

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

6.28 ENTIRE AGREEMENT; AMENDMENTS

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

6.29 CONTINUING OBLIGATION TO PERFORM

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

6.30 INTERAGENCY AGREEMENTS AND SERVICES

Both contracting parties acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity enters into an interagency agreement or by direct provision of the Ministry of the Interior. These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this contract. For the purposes of this clause, the term "entity of the Executive Branch" includes all

agencies of the Government of Puerto Rico, as well as well as instrumentalities and public corporations and the Governor's Office. The services that the Proposer will provide will be those allowed by the federal program that provides the funds.

6.31 SURVIVAL/SEVERABILITY

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

6.32 GOVERNING LAW

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

6.33 CONFLICT OF INTEREST

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

6.34 JOINT AND SEVERAL LIABILITY

In the event that Proposer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, and in that event, each and every

obligation or undertaking herein stated to be fulfilled or performed by Proposer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

6.35 TAX OBLIGATIONS

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

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

Proposer will certify in the contract that it has complied with its federal and Puerto Rico tax obligations during the previous five (5) years, including filing income tax returns on earnings. The Proposer further certifies that it does not have any debt with the Government of Puerto Rico for said concept, nor for personal or real estate taxes or excise taxes. The Proposer specifically represents and warrants that all Puerto Rico and federal tax returns have been filled and all obligations have been paid or Proposer has a valid payment plan with which it is complying. It is explicitly recognized by Proposer that this is an essential pre-condition to any contract or agreement and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for the PRDE to not engage the services of the Proposer or to cancel any agreement entered into immediately without any further obligation to the Proposer.

6.36 NON-APPROPRIATION

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

6.37 FORCE MAJEURE

The Proposer shall not be responsible for delays in service to the extent attributable to delays of the Department. If the Proposer incurs cost or expense beyond that assumed in the delivery of the

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

6.38 CONTRACT REVIEW BY THE FISCAL BOARD

Pursuant to the Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico, for: contracts over \$10 million, the vendor must submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Board of Financial Supervision and Management for Puerto Rico, effective as of November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications), A signed copy of the "Contractor's Certification Requirement" must be included as an annex to the Contract.

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SECTION 7: SPECIFIC TERMS AND CONDITIONS

7.1 NO MULTIPLE AWARD STIPULATIONS

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

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

7.2 LIMITED PROPOSER CONFIDENTIALITY RIGHTS

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

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

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

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

7.3 UNAUTHORIZED COMMUNICATIONS BETWEEN A PROPOSER AND PRDE

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

7.4 PROPOSER DISQUALIFICATION DUE TO EVIDENCE OF COLLUSION

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

7.5 PROPOSER AND MANUFACTURER WARRANTIES

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

7.6 INVOICING

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

7.7 PROPOSER PERFORMANCE

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

7.8 EXCLUSION OF LIABILITY

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

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

7.9 ACCOUNT MANAGEMENT

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

7.10 PROPOSER NOT AN AUTHORIZED REPRESENTATIVE OF PRDE

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

7.11 KEY PERSONNEL AND SUBCONTRACTORS

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

Key Personnel assigned to perform Proposer's obligations under the contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Proposer is engaged and shall have sufficient knowledge of the Department's practices and areas of expertise, to enable them to perform their duties and responsibilities under the contract. If the Department requests that Proposer remove any Key Personnel assigned to the Department's account, the parties will attempt to resolve the Department's concerns on a mutually agreeable basis. If the parties have not been able to resolve the Department's concerns within

fifteen (15) business days of receipt of written notice of requested removal from the Department, Proposer will remove such Key Personnel from the Department's account and provide a replacement in a timely manner.

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

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

7.12 GENERAL SAFETY GUIDELINES

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

- G. If, in the opinion of the Department, the performance of the Services endangers adjoining property or persons, upon written notice from the Department to the Proposer, the services and installations shall be stopped, and the method of operation changed in a manner acceptable to the Department. Proposer acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that service delivery schedules may be postponed as a result thereof.

7.13 INVESTMENT IN PUERTO RICAN INDUSTRY

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

7.14 PROPOSER DISQUALIFICATION DUE TO EVIDENCE OF COLLUSION

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

7.15 E-RATE RESOURCE

Proposer must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, to conduct periodic reviews of the Proposer’s processes and forms and assist the Department with Beneficiary Audits and ensuring the Proposer is full compliance with SLD/USAC and FCC requirements.

7.16 SLD/USAC PROCEDURE

The SLD/USAC will specify in the FCDL the approved discount level and the approved funding amount of all eligible services. Once the FCDL has been issued and the service has begun, the PRDE will then submit FCC Form 486 to the SLD/USAC. The SLD/USAC will subsequently issue a Form 486 Receipt Notification Letter to both the PRDE and the Proposer. The PRDE will separately notify Proposer when to begin to provide the eligible E-Rate service if the services are not already being provided at the time the FCDL is issued. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The PRDE will notify Proposer of its intent to order all or a portion of the services covered by one or more of the approved funding commitments included in the FCDL.

7.17 PROPOSER E-RATE REPRESENTATIONS AND WARRANTIES

Proposer represents and warrants that it shall provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Proposer also represents and warrants that it has carefully identified components of the services that are Eligible E-Rate services. Further, through internal audit and review of the services rendered during the Term of the contract, Proposer represents and warrants that it will ensure that the services being provided through the E-Rate Program are limited to Eligible E-Rate services.

Notwithstanding the foregoing, the Proposer is solely responsible and liable for compliance with all SLD/USAC procedures and requirements by its subcontractors, including but not limited to SLD/USAC requirements for submitting Form 474. Proposer is also solely liable for repayment to the SLD/USAC of E-Rate discount funding paid improperly as a result of Proposer's failure to follow SLD/USAC procedures and requirements and/or improper billing by the Proposer. The PRDE is not liable for any delays in payment by the SLD/USAC to Proposer.

7.18 E-RATE INVOICING

By responding to this RFP, each Proposer agrees that, if selected, the Proposer shall abide by the following:

- A. Throughout the term of the contract, for E-Rate Equipment, Proposer will invoice the Department only for the Department's 15% Non-Discounted portion of the cost of services provided pursuant to this RFP, and will invoice USAC for the 85% Discounted portion of the cost of the services on FCC Form 474 (Service Provider Invoice).
- B. Invoices related to FCC Form 474 must be submitted to, and reviewed by, the Department prior to submission of the FCC Form 474 to USAC. The Department will review all service provider E-Rate invoices within 10 business days from their receipt. The service provider will only be permitted to submit the FCC Form 474 to USAC after receiving written authorization from the Department.
- C. Invoices for any equipment supported in a facility that is not eligible for E-Rate funding must be billed 100% to the Department and billed separately from Eligible Equipment.
- D. Invoices for Eligible Equipment at ineligible schools and non-instructional facilities shall be billed 100% to the Department and billed separately from Eligible Equipment, until such time as the school is established as eligible for E-Rate funding by USAC.
- E. The service provider shall include the following information on all invoices submitted to the Department:
 1. Date of Invoice.
 2. Proposer invoice number.

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3. Purchase Order number
 4. The Department's Billed Entity Number (BEN) number –157779.
 5. E-Rate Funding Year.
 6. FCC Form 471 number.
 7. Funding Request Number ("FRN").
 8. Dates of service.
 9. Service provider's signature on invoice attesting to accuracy and completeness of the billing.
 10. Itemized list of E-Rate eligible charges per month for each entity/NIF (by name and E-Rate Entity Number, and for schools, by school code), including itemized federal and state taxes, fees and surcharges, including Universal Service Fund charges.
 11. Itemized list of E-Rate ineligible charges per month for each entity/NIF (by name and E-Rate Entity Number, and for schools, by school code), including itemized federal and state taxes, fees and surcharges.
 12. Itemized details of the amount to be billed to SLD/USAC (eligible pre-discount and discount charges) and the amount to be billed to the Department (non-discount and ineligible charges).
 13. Invoice on service provider letterhead or on a service provider-generated form.
 14. Include detailed reports and supporting documentation for all services and products being invoiced, which reports shall indicate the make, model, the serial number for equipment and materials, and installation dates and locations (names and E-Rate entity numbers).
 15. Apply proper discount percentages based on the approved Funding Commitment Decision Letter.
 16. Submit a Service Certification Form and a copy of the Service Provider Invoice Form (Form 474).
 17. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
 18. Provide the Department with copies of all Form 474 invoices and documentation submitted to SLD/USAC.
 19. All SLA violations shall be deducted from the pre-discount amounts of each invoice.
- F. The selected Proposer must comply with the E-Rate invoicing procedures set forth in Section 7.18 of this RFP (E-Rate Invoicing Requirements).
- G. The Proposer will conduct a year-end program and financial compliance review of its E-Rate activities for each year of the contract. The annual compliance review shall include, but not be limited to:

- i. Billing and invoicing to the PRDE and the SLD/USAC; and
- ii. Proof of delivery, installation and operation (when applicable) of E-Rate Eligible services within the applicable E-Rate Service Delivery Deadline.

Proposer shall also meet with representatives of the PRDE to discuss and address audit findings following completion of the year-end audit and otherwise as requested. The purpose of the meetings is to determine if adequate documentation is available to support all expenditures and to ascertain if expenditures submitted to the PRDE are indeed eligible for E-Rate discounts. Proposer must complete year-end program and financial audits throughout the Term of the contract. The PRDE will not reimburse for expenses related to costs incurred by the Proposer to meet the auditing requirements of the contract and/or the FCC/SLD/USAC in any matter. Proposer shall make its resources, including its E-Rate resource, available for any reviews or audits that are conducted by the PRDE or any third-party auditors at no additional costs to the PRDE.

7.19 TIME OF PERFORMANCE

- A. During the Term of the contract, Proposer shall complete all of its obligations to the PRDE under the contract within the time for performance. The time for performance shall commence from the issuance of the PRDE's purchase order and end by the Service Delivery Deadline, unless the PRDE agrees to an extension in its sole and absolute discretion and the SLD/USAC approves such extension, or such other date as may be authorized by the PRDE. If Proposer's failure to complete its obligations under the contract by the Service Delivery Deadline causes a reduction in the amount of E-Rate funds payable by the SLD/USAC to Proposer, Proposer nonetheless remains liable to complete all obligations under the contract at no additional cost to the PRDE. The PRDE has no responsibility to Proposer for any reduction in E-Rate funds payable by the SLD/USAC due to Proposer's failure to complete its obligations under the contract by the Service Delivery Deadline.
- B. Proposer also shall be liable to the PRDE for liquidated damages for delay or for its failure to perform the work for its failure to complete all of its contract obligations by the Service Delivery Deadline. The amount of liquidated damages for each such failure by the Proposer shall be assessed on a fixed amount basis as described in the contract. The PRDE and Proposer further agree that the imposition of liquidated damages is a reasonable measure of the PRDE's damages. Proposer agrees to pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the PRDE and further authorizes the PRDE to deduct the amount of damages from money due the Proposer under the contract. If the monies due to Proposer are insufficient or no monies are due to Proposer, then the Proposer shall pay the PRDE the amount(s) within thirty (30) calendar days after receipt of a written demand by the PRDE.
- C. Notwithstanding the foregoing, failure by the PRDE to assess liquidated damages in any particular instance shall not preclude, or constitute a waiver, of the PRDE's right to assess such damages at a later time, or on a subsequent occasion. The PRDE's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available

remedy, including the right to terminate the contract, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under the contract. The PRDE may assess liquidated damages in the amounts set out in the contract on a per occurrence basis.

- D. Liquidated damages will not be assessed if an occurrence set forth above results from “Force Majeure” as set forth in the General Terms and Conditions.

7.20 EXCLUSION OF LIABILITY FOR E-RATE FUNDING

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

- A. The Discounted Portion of E-Rate Eligible services;
- B. Costs of E-Rate Eligible services not authorized in writing by the PRDE;
- C. Costs related to delays by the SLD/USAC in reimbursing Proposer for the Discounted Portion of E-Rate Eligible services;
- D. Costs of services declared ineligible by the SLD/USAC, unless otherwise specifically authorized in writing by the PRDE;
- E. Costs related to upgrading, maintaining or programming billing systems to meet the PRDE’s E-Rate reporting requirements;
- F. Costs related to reimbursement of legal expenses in order to provide E-Rate services to the PRDE;
- G. Costs related to the Proposer failing to meet certain deadlines as provided in the contract or by the SLD/USAC including, but not limited to, costs relating to (i) missed Service Delivery Deadlines for the installation and delivery of E-Rate Eligible services and (ii) submission of invoices past the allowable E-Rate deadlines as determined by the SLD/USAC; or
- H. Costs for the Discounted Portion of E-Rate Eligible service which were initially paid to Proposer by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under a COMAD. Proposer shall be solely responsible for meeting a COMAD demand payment made by SLD/USAC.

7.21 CHANGE IN ADMINISTRATION OF THE E-RATE PROGRAM

If the federal government chooses another entity to administer the E-Rate Program, the terms “SLD/USAC” and “USAC” contained in the contract shall refer to the new administrator of the E-Rate Program.

7.22 ACCOUNT MANAGEMENT

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

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SECTION 8: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

8.1 PROPOSAL PREPARATION

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

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

Proposals must be submitted by the deadlines established in the RFPs. The Evaluation Committee shall not consider any proposals received after the deadline. The names of the companies that submit proposals will be posted on the website. A list of the Proposers that timely submit proposals shall be posted on the PRDE website.

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

8.2 PROPOSAL FORMAT

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

8.3 PROPOSAL SUBMITTALS

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

A. TAB 1: Cover Letter

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

B. TAB 2: Proposal Signature Page (Mandatory) – Refer to APPENDIX IV, FORM 1

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

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

C. TAB 3: Service Level Agreement – Refer to APPENDIX II

Each Proposer submitting a proposal must provide the information outlined in **APPENDIX II** (Service Requirements).

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

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

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

1. Best Proposer Rates. Proposers are expected to propose their very best prices and to the extent possible, reflect any anticipated price reductions from technology advancements and marketplace efficiencies in their pricing.
2. Firm Price Commitment. Each Proposer agrees that its pricing shall remain firm and effective for 180 days from the date of submission.

3. Discounts. Proposers should clearly identify any education or other discounts being offered to the Department, and are required to apply said discount before entering line item pricing on the price proposal.
4. Ineligible Services. Proposers are required to allocate the total proposal costs between eligible and ineligible charges in the space(s) indicated on the applicable Price Proposal Form(s) (**APPENDIX IV**, FORM 2). Proposers are strongly encouraged to refer to the SLD website (<http://www.universalservice.org/sl/>) for information on product and service eligibility and cost allocation requirements, including the FY2021 Eligible Services List (“ESL”).
5. No Minimum Service Commitment. Proposer pricing may not be subject to, or contingent upon, a minimum service commitment by the Department,

E. TAB 5: Non-Collusion Affidavit (Mandatory) – Refer to APPENDIX IV, FORM 3

Proposers must include the Non-Collusion Affidavit attached to this RFP as **APPENDIX IV** (FORM 3), with their proposals, certifying, among other things, that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal. **The failure of a Proposer to include the Non-Collusion Affidavit shall result in the automatic disqualification of the Proposer from further consideration of a contract award.** The failure to comply with the Non-Collusion Affidavit requirement of this RFP cannot be cured.

F. TAB 6: Proposal (Bid) Bond (Mandatory)

Each Proposer shall be required to include a proposal (bid) bond with their proposal, which bid bond shall be in an amount equal to 15% of the Proposer's one-year price proposal total. The proposal (bid) bond may be in one of the following formats:

- A bid bond issued by a surety company authorized to do business in the Commonwealth of Puerto;
- An irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or
- A money order, cashier's check or certified check issued to the Commonwealth of Puerto Rico Secretary of Treasury.

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

Acceptance Agreement as the reason said Proposer was not considered for a contract award by the Evaluation Committee.

G. TAB 7: Proposer Questionnaire - Refer to APPENDIX IV, FORM 4

Proposer shall include a completed Proposer Questionnaire Form, which form is attached hereto as **APPENDIX IV** (FORM 4). The Proposer must include a description of the qualifications of Proposer's E-Rate resource/consultant that is familiar with the E-Rate invoice process and submission process to the SLD.

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

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX IV** (FORM 5), identifying a minimum of three (3) references (other than PRDE) from programs of similar scope and magnitude for which the Proposer is providing or has recently provided services similar to the services required herein.

I. TAB 9 Designation of Subcontractors - Refer to APPENDIX IV, FORM 6

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

J. TAB 10: Certificate of Insurance Coverage - Refer to APPENDIX IV, FORM 7

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

K. TAB 11: Disclosure of Recent Legal Actions

List, and briefly describe any and all legal actions and any judgments entered in the past three (3) years in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a party in an administrative action for deficient performance or a defendant in a criminal action. Proposers must also identify any lawsuits or other legal proceedings and any judgments against them, which directly or indirectly relate to any of the products or services included in their corresponding proposal in the past five (5) years.

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

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

L. TAB 12: Service Level Agreement (Mandatory)

The Proposer shall include its Service Level Agreement ("SLA") for the services proposed in response to this RFP. The SLA shall define the levels of service expected for the various areas of service performed, divided into priorities according to importance to the supported systems or functions. The SLA shall include all of the information required in **Section 5** to this RFP and incorporated by reference herein. The SLA shall have the full force of contract between the Department and the Proposer.

M. TAB 13: Bidders Registry - Eligibility Certificate

Proposers should include a current Eligibility Certificate evidencing the Proposer's inclusion in the Bidders Registry. Selected Proposers shall not commence services awarded under this RFP without a valid Bidders Registry and must submit a copy of said certificate to the Department at such time or times as required by the Law Department.

N. TAB 14: W-9 Form Request for Taxpayer Identification Number and Certification

Proposers must include a properly completed W-9.

O. TAB 15: Corporate Resolution (Required for corporations/limited liability companies)

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

P. TAB 16: Proposer Experience – Form 8

Each Proposer should include an organized, detailed summary of Proposer's experience providing the proposed services, as well as the Proposer's experience working on comparably sized projects. Since the majority of the services are expected to be funded by the E-Rate program, Proposers are asked to include E-Rate maintenance experience on the form.

Q. TAB 17: Financial Statements

For Proposers required by Puerto Rico law to have their financial statements audited each year, Proposers are required to include copies of audited financial statements for the three (3) previous fiscal years. Proposers that are not required to have their financial statements audited each year are required to submit copies of their tax returns signed by the preparer for the three (3) previous fiscal years. Audited financial statements shall include auditor's letter of opinion, auditor's notes, balance sheet, and statement of income/loss. Each prime or joint venture partner shall submit this information. The Department reserves the right to accept alternative information and/or documentation submitted by Proposer(s).

R. **TAB 18: Joint Venture (If Applicable)**

Any Proposer proposing as a joint venture must also include a copy of the executed joint venture agreement with its proposal (Tab 20).

S. **TAB 19: E-Rate Experience and Resource Qualifications**

Describe the qualifications of Proposer's E-Rate resources/consultants familiar with E-Rate rules and requirements, including E-Rate invoicing and audits.

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SECTION 9: EVALUATION CRITERIA AND PROPOSER SELECTION

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

9.1 EVALUATION COMMITTEE

An Evaluation Committee is being appointed by the Secretary of Education to review proposals and select a service provider. The Evaluation Committee will be assisted by a team of technical advisers, E-Rate advisers and such other resources as the committee deems helpful and/or appropriate.

9.2 EVALUATION CRITERIA AND PROPOSER SELECTION

The Evaluation Committee will apply the criteria and weights established by the Department for the proposal review and Proposer selection. The criteria and weights may be amended by the Department or Evaluation Committee if either deems it to be in the best interest of the Department:

	EVALUATION CRITERIA	WEIGHT
1	PRICE OF ELIGIBLE PRODUCTS AND SERVICES	40%
2	Responsiveness of proposal to RFP terms and conditions and completeness of required submittals	30%
3	Professional qualifications and experience providing network equipment maintenance services in large school systems, government agencies and/or businesses during the past 3 years (Minimum of 3 References Required)	20%
4	Proposer Experience with the E-Rate Program	10%
	TOTAL:	100%

9.3 NOTICE OF DEPARTMENT'S SELECTION; REQUESTS FOR REVIEW

The Department intends to enter into a four-year contract, with one (1) one-year options to renew to one (1) or more qualified Proposers that submit a responsive proposal for the most cost-effective solutions that will meet the Department's needs. A Notice shall be sent to the winning Proposer(s). The Notice may include a summary of all Proposer pricing, the Evaluation Committee voting record, the reasons the winning Proposer(s) was/were selected, the reasons losing proposals were not selected (including any Proposer disqualifications), and such other information as shall be deemed necessary or appropriate by the Evaluation Committee. Copies of the Notice shall also be mailed to all other Proposers that submitted proposals in response to this RFP. All selected Proposers

must, within three (3) business days return a signed copy of the Notice to the Department indicating acceptance of their selection.

PRDE award decisions are final. Awards revisions will be governed by the dispositions of the Uniform Administrative Procedures Act (Act 38 of June 30, 2017, as amended). Any Proposer adversely affected by the decision of the Evaluation Committee may file a request for review with the Puerto Rico Appellate Court. The mere filing of a revision proceeding will not paralyze the RFP proceedings.

9.4 AWARD REVISIONS AND APPEALS

Award revisions will be governed by the dispositions of the Law of Uniform Administrative Procedures of the Puerto Rico Government (Law 38 of June 30, 2017, as amended, (3 L.P.R.A 9601-9683).

A copy of the notice of award will be sent by certified mail to all proposers, including those that did not win an award, in accordance with the terms of the RFP. Award revisions will be governed by the dispositions of the Law of Uniform Administrative Procedures (Act 38 of June 30, 2017, as amended). Any Proposer adversely affected by the PRDE'S decision may file a request for reconsideration or review within twenty (20) days of notification. An original of the request for reconsideration or review must be filed with the PRDE's Administrative Revision Board (Junta de Revisión Administrativa del Departamento de Educación de Puerto Rico) located at Annex Building, Calaf Street, Urb. Industrial Tres Monjitas, Hato Rey, Puerto Rico (Edificio Anexo, Calle Calaf, Urbanización Industrial Tres Monjitas, Hato Rey, Puerto Rico). The party requesting revision must notify all other proposers, including awardees, with a copy of its request. A digitalized copy must be sent on the same date to: BMIC2021_RFP@de.pr.gov. The PRDE Administrative Revision Board must consider the request for reconsideration or review within thirty (30) days of its filing date. If the PRDE Administrative Revision Board does not answer the request for reconsideration within such period, it will be deemed to have been rejected.

The proposer may file an appeal brief for judicial review of PRDE's final decision with the Puerto Rico Appellate Court within 20 days from the earlier of: (i) the date of the notification of the postmark on the envelope containing PRDE's final decision on the proposer's request for reconsideration, or (ii) the date that the request for reconsideration is deemed to have been rejected. Proposers who fail to file a request for reconsideration or for judicial review within the periods indicated herein waive their right to contest an award.

The Notice of Award and Agreement to be signed by the selected vendor represents a binding commitment by the Department for purposes of filing applications under the E-Rate program. The selected vendor and PRDE are required to execute a formal contract in addition to the Notice of Award and Agreement. If the successful proposer fails to negotiate and execute a contract with PRDE, PRDE may revoke the award and award the contract to the next highest ranked proposer or withdraw the RFP.

The filing of an appeal before the Appellate Court will not stay the award proceedings. The judicial review is the exclusive or sole remedy for a review on its merit regarding the agency's administrative decision regardless if it is an adjudicative or informal decision.

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APPENDIX I: ESTIMATED NETWORK EQUIPMENT AND CABLING/FIBERCOUNTS

The quantities outlined in this **APPENDIX I** are the Departments best estimates of installed equipment and cabling/fiber throughout the school systems. An exact count is not available, because new equipment is currently being installed and replacements of failed equipment occurs as needed. These estimates are intended to give Proposers an indication of the type and estimated quantities of items the selected vendor should expect to support during the term of the contract. Proposers should use these estimates, plus any recommended spares and likely replacements (based on available industry standards) to develop proposed pricing.

NETWORK ELECTRONICS (SWITCHES) -

SWITCHES					
BUILDING	LOCATION	MANUF	MODEL	YR INSTALL	QTY
SCHOOLS	IDF	JUNIPER	EX220-48P	2012 - ICP	55
SCHOOLS	IDF	JUNIPER	EX220-48P	2013 - ICP	144
SCHOOLS	IDF	JUNIPER	EX220-48P	2014 - ICP	0
SCHOOLS	IDF	JUNIPER	EX220-48P	2015 - ICP	0
SCHOOLS	IDF	JUNIPER	EX220-48P	2016 - ICP	912
SCHOOLS	IDF	JUNIPER	EX220-48P	2017 - ICP	340
SCHOOLS	IDF	JUNIPER	EX220-48P	2018 - ICP	0
SCHOOLS	IDF	JUNIPER	EX220-48P	2019 - ICP	0
SCHOOLS	IDF	JUNIPER	EX220-48P	2020 - ICP	2
SCHOOLS	IDF	MERAKI	MS120-24P	2020 - ICP	24
SCHOOLS	MDF1 &2	JUNIPER	EX220-48P	Unknown	2571
SCHOOLS	SCHOOLS	HP	1910-24G-PoE	2014-2016	1399
SCHOOLS	SCHOOLS	MERAKI	MS120-24P-HW		2300
DATA CENTER	1ST FLOOR	Enterasys Matrix	E5 -48P	Unknown	3
DATA CENTER	1ST FLOOR	NORTEL	4548GT-48P	Unknown	2
DATA CENTER	1ST FLOOR	CATALYST	3560-48P	Unknown	2
DATA CENTER	2ND FLOOR	JUNIPER	ex2200-48P	Unknown	1
DATA CENTER	2ND FLOOR	NORTEL	4548GT-48P	Unknown	2
DATA CENTER	2ND FLOOR	Enterasys Matrix	E5-48P	Unknown	4
DATA CENTER	3RD FLOOR	NORTEL	4548GT-48P	Unknown	4
DATA CENTER	3RD FLOOR	CATALYST	3560-48P	Unknown	2
DATA CENTER	3RD FLOOR	JUNIPER	ex2200-48P	Unknown	2
DATA CENTER	4TH FLOOR	JUNIPER	ex2200-48P	Unknown	6
DATA CENTER	5TH FLOOR	NORTEL	4548GT-48P	Unknown	4
DATA CENTER	5TH FLOOR	CATALYST	3560-48P	Unknown	1

SWITCHES					
BUILDING	LOCATION	MANUF	MODEL	YR INSTALL	QTY
DATA CENTER ANNEX		JUNIPER	ex2300-48P	Unknown	8
DATA CENTER ANNEX		JUNIPER	ex2200-48P	Unknown	1
EDUCATION COMPLEX	OAF CORREO	JUNIPER	ex2200	Unknown	13
EDUCATION COMPLEX	FINANCE	JUNIPER	ex2200	Unknown	6
EDUCATION COMPLEX	PLANNING	JUNIPER	ex2200	Unknown	3
EDUCATION COMPLEX	LEGAL	JUNIPER	ex2200	Unknown	2
EDUCATION COMPLEX	ACADEMICS	JUNIPER	ex2200	Unknown	2
EDUCATION COMPLEX	ACADEMICS	JUNIPER	ex2300	Unknown	2
EDUCATION COMPLEX	SECRETARY	JUNIPER	ex2200	Unknown	1
EDUCATION COMPLEX	SECRETARY	JUNIPER	ex2300	Unknown	6
EDUCATION COMPLEX	CORES	NORTEL	8300	Unknown	4
EDUCATION COMPLEX	CORES	NORTEL	8300	Unknown	4
COMODORES	AUDITORIUM	NORTEL	4550T-PWR	Unknown	3
COMODORES	AUDITORIUM	NORTEL	Baystack 5510	Unknown	2
COMODORES	AUDITORIUM	CATALYST	3560	Unknown	1

7838

UNIVERSAL POWER SUPPLY (UPS)

UPS UNITS					
BUILDING	LOCATION	MANUF	MODEL	YR INSTALL	QTY
SCHOOLS	IDF	EATON	UPS 9130-1500	2012	55
SCHOOLS	IDF	EATON	UPS 9130-1500	2013	144
SCHOOLS	IDF	EATON	UPS 9130-1500	2014	0
SCHOOLS	IDF	EATON	UPS 9130-1500	2015	0
SCHOOLS	IDF	EATON	UPS 9130-1500	2016	909
SCHOOLS	IDF	EATON	UPS 9130-1500	2017	340
SCHOOLS	MDF1 &2	EATON	UNKNOWN	Unknown	1714
SCHOOLS		EATON	Eaton 9130 Rackmount UPS	Unknown	883
SCHOOLS		EATON	UPS - 9130 1500R-XLRU	Unknown	1340
DATA CENTER	1er Piso	APC	SMT3000	Unknown	1
DATA CENTER	2ndo Piso	EATON	9130-1500 VA	Unknown	1
DATA CENTER	3er Piso	APC	SMT3000	Unknown	1
DATA CENTER	2ndo Piso	EATON	9130-1500 VA	Unknown	1
DATA CENTER	2ndo Piso	EATON	9130-1500 VA	Unknown	1
DATA CENTER ANNEX	Anexo	EATON	5PX 1500 VA	Unknown	1
DATA CENTER ANNEX	Anexo	EATON	5PX 1500 VA	Unknown	1
DATA CENTER ANNEX	Anexo	EATON	5PX 1500 VA	Unknown	1
DATA CENTER ANNEX	Anexo	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	OAF Correo	EATON	9130-1500 VA	Unknown	1
EDUCATION COMPLEX	OAF Correo	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	OAF Correo	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	OAF Correo	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	OAF Correo	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	Finanzas	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	Finanzas	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	Legal	EATON	9130-1500 VA	Unknown	1
EDUCATION COMPLEX	Finanzas	EATON	5PX 1500 VA	Unknown	1
EDUCATION COMPLEX	Finanzas	EATON	5PX 1500 VA	Unknown	1

5404

CABLING, FIBER AND PATCH PANELS

DESCRIPTION	MANUFACTURER		QTY
CAT 6 CABLING	Commscope Systimax	GigaSPEED XL	69681
FIBER WIRING (275 METERS)	Commscope Systimax	GigaSPEED XL	816
PATCH PANELS			1000+

FIREWALL

ITEM	LOCATION	MANUF	DESCRIPTON	QTY
FIREWALL	Data Center	FORTIGATE	2000 E High Availability Configuration	2

APPENDIX II: SERVICE LEVEL AGREEMENT

Proposers are required to include a sample Service Level Agreement (SLA) with their proposals. The SLA must include all of the requirements specified in Section 7.18 of the RFP.

APPENDIX III: PROPOSAL FORMAT AND SUBMITTAL CHECKLIST

1. PROPOSAL FORMAT

Proposer proposals shall be in the following format and quantities:

- A. One (1) original Proposer proposal must be submitted by the due date in a 3-ring binder with a pocket for a cover sheet and separate tabs for the submittal requirements specified in this RFP. Each binder shall have a front cover sheet containing the following information:
 - RFP Number and Name
 - Proposer name and address
 - Proposer contact person (name, title, email, office and cell phone)
- B. One (1) exact copy of the original proposal on a jump drive, including financial statements, submitted with the Original Proposal
- C. One (1) exact copy of the original proposal must be emailed by the due date to BMIC2021_RFP@de.pr.gov.
- D. All proposals must be in English, including all submittals
- E. Each proposal should be divided into sections in the order, and separated by numbered Tabs, as specified in the RFP
- F. Proposal text should be single-spaced, with 1-inch margins and typed in Times New Roman 12- point font or Arial 10-point font (smaller font can be used for charts and graphics only)
- G. Two-sided copying and the use of recycled paper are strongly encouraged
- H. Original Proposal Binder must be delivered by Proposers or courier by the due date, labeled and addressed as follows:

RFP # RFP NO: PRDE-OSIATD-2021-002-BASIC MAINTENANCE OF INTERNAL CONNECTIONS

Due Date: FRIDAY, MARCH 11, 2021

Deliver To: José L. Narváez Figueroa
Office of Information Systems and Technology Support (OSIATD)
Puerto Rico Department of Education
Corrections Building, 4th Floor
Tte. César González, Esquina Kalaf
Urb. Industrial Tres Monjitas
Hato Rey, PR 00926

PROPOSAL SUBMITTAL CHECKLIST

ALL SUBMITTALS BELOW ARE REQUESTED AND SHOULD BE SUBMITTED WITH EACH PROPOSAL. PROPOSERS THAT FAIL TO INCLUDE ANY OTHER NON-MANDATORY SUBMITTALS OR FORMS SHALL BE NOTIFIED AND GIVEN A REASONABLE OPPORTUNITY TO PROVIDE THE MISSING SUBMITTAL OR FORM.

IMPORTANT NOTE: THE SUBMITTALS AND/OR FORMS IDENTIFIED BELOW AS “MANDATORY” MUST BE INCLUDED WITH PROPOSER’S PROPOSAL, AND ANY PROPOSER THAT FAILS TO INCLUDE A MANDATORY DOCUMENT SHALL BE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION FOR A CONTRACT AWARD.

TAB #	DESCRIPTION	FORM	CHECK
TAB 1	Cover Letter		
TAB 2	Proposal Signature Page – <i>Mandatory</i> <u>Unsigned proposals and proposals not properly signed by an authorized representative will be automatically rejected.</u>	FORM 1	
TAB 3	Service Proposal – <i>Mandatory</i> (must include all applicable items outlined in the RFP) Failure to submit a service proposal will result in automatic disqualification		
TAB 4	Price Sheet	FORM 2	
TAB 5	Non-Collusion Affidavit – <i>Mandatory</i> Failure to submit a service proposal will result in automatic disqualification	FORM 3	
TAB 6	Proposal Bid Bond (15%) – <i>Mandatory</i> Failure to submit a service proposal will result in automatic disqualification		
TAB 7	Proposer Questionnaire	FORM 4	
TAB 8	Proposer References (3 Minimum)	FORM 5	
TAB 9	Designation of Subcontractors	FORM 6	
TAB 10	Certificate of Insurance Coverage	FORM 7	
TAB 11	Recent Legal Actions		
TAB 12	Service Level Agreement		
TAB 13	Bidders Registry – Eligibility Certificate		
TAB 14	W-9 (IRS) (available for download at https://www.irs.gov/uac/about-form-w9)		
TAB 15	Corporate Resolution		
TAB 16	Proposer Experience over past 5 years (Please Include E-Rate Maintenance Experience)	FORM 8	
TAB 17	Financial Statements (financials for 3 previous must be included with proposals)		
TAB 18	Joint Venture Documentation (If Applicable)		

APPENDIX IV: PROPOSAL SUBMITTAL FORMS

SEE FOLLOWING PAGES

**NOTE: ALL FORMS ARE AVAILABLE ON PRDE WEBSITE FOR DOWNLOAD AT
WWW.DE.PR.GOV**

FORM 1
PROPOSAL SIGNATURE PAGE

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

PROPOSER: _____

ADDRESS: _____

PHONE: _____

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

1. Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
2. Proposer certifies that there is no conflict of interest in the sale and provisioning of the proposed procurement items to the PRDE.
3. Proposer agrees that its service proposal and price proposal shall remain valid for 180 days from the date of submission.
4. Proposer certifies that none of the employees of the Department or any of its sub-departments or agencies has a pecuniary interest in their offer.
5. Proposer certifies that its proposal has been prepared and developed without collusion with any of the Department's officials or other Proposers and without effort to preclude the Department from obtaining the best competitive proposal.
6. The undersigned, hereby acknowledges receipt of RFP NO. PRDE-OSIATD-2021-002-BASIC MAINTENANCE OF INTERNAL CONNECTIONS, including all appendices and Addenda, and certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP (including all appendices and addenda, if any) and the E-Rate program rules and regulations.

Signature: _____

Name/Title: _____

Date: _____

FORM 2 –PROPOSAL FORM – PRICE PROPOSAL

PRICE PROPOSAL FORMS ARE AVAILABLE ON THE PRDE WEBSITE AT WWW.DE.PR.GOV

NOTE – FOR YEAR 1, PREVENTATIVE MAINTENANCE IS TO BE PERFORMED ONCE A QUARTER FOR SCHOOLS AND TWO TIMES A QUARTER FOR NON-INSTRUCTIONAL SERVICES; FOR YEARS 2-4 AND ANY RENEWAL PERIOD, PREVENTATIVE MAINTENANCE IS TO BE PERFORMED ONCE A QUARTER FOR ALL SITES

A. ELIGIBLE EQUIPMENT - SCHOOLS

PREVENTATIVE SERVICES EQUIPMENT	HOURLY	HOURS		CHARGES	
	RATE	MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					
BREAK-FIX SERVICES EQUIPMENT	HOURLY	HOURS		CHARGES	
	RATE	MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					
TOTAL MAINTENANCE PROPOSAL	YEAR ONE		YEAR TWO		
	HOURS		ANNUAL CHARGES		
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	
BASIC MAINTENANCE					
PREVENTATIVE					
BREAK-FIX					
TOTAL:					

B. ELIGIBLE EQUIPMENT - NON-INSTRUCTIONAL FACILITIES

PREVENTATIVE SERVICES EQUIPMENT	HOURLY	HOURS		CHARGES	
	RATE	MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					
BREAK-FIX SERVICES EQUIPMENT	HOURLY	HOURS		CHARGES	
	RATE	MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					
TOTAL MAINTENANCE PROPOSAL	YEAR ONE		YEAR TWO		
	HOURS		ANNUAL CHARGES		
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	
BASIC MAINTENANCE					
PREVENTATIVE					
BREAK-FIX					
TOTAL:					

FORM 3
NON-COLLUSION AFFIDAVIT

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

I, the undersigned, am the _____ of _____ (the "Proposer"), and being duly sworn, declare that the proposal submitted by the Proposer in response to RFP NO: PRDE-OSIATD-2021-002-BASIC MAINTENANCE OF INTERNAL CONNECTIONS is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the government of the Commonwealth of Puerto Rico or the Puerto Rico Department of Education; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

NAME OF PROPOSER: _____
Signature: _____
Name: _____
Title: _____
Date: _____

NOTARY PUBLIC SEAL

Sworn to and subscribed before me on this _____ day of _____, 2021, proved to me on the basis of satisfactory evident to be the person who appeared before me and signed this Affidavit.

FORM 4
PROPOSER QUESTIONNAIRE

Answer all questions that apply; if a question does not apply, mark N/A.

Business Name: _____.
Telephone Number: _____; Fax Number: _____;
E-mail Address: _____ Web Site Address: _____.
Business Address: _____
City: _____; State: _____; Zip Code: _____.
E-RATE SPIN: _____ **FCC REGISTRATION NO:** _____

BUSINESS INFORMATION

Years in Business: _____.
State of Incorporation or Organization: _____
Check the following as it applies to your Business:
 Public Corporation Privately Held Corporation Limited Partnership Sole Proprietorship
 Limited Liability Company
Are you a subsidiary of another Company: Yes No; If Yes, name of your parent:

List all companies with whom you have partial or complete ownership:

Check the following Business Classifications that apply to your firm, if any:
 Small Business Concern Minority owned business Woman owned business
Does your firm have EDI capabilities: Yes No

OTHER OPERATIONAL INFORMATION

Number hourly employees: Direct _____; Indirect _____
Number salary employees: Direct _____; Indirect _____
Normal workdays: _____; Normal work hours: _____;
Does your firm have a Quality Assurance Program? Yes No.
Do you provide on-site technical support? Yes No.

E-RATE RESOURCE/CONSULTANT

Name: _____.

Telephone Number: _____; Fax Number: _____;

E-mail Address: _____. Web Site Address: _____.

Business Address: _____

City: _____; State: _____; Zip Code: _____.

FORM 5: PART 1
PROPOSER REFERENCES AND QUESTIONNAIRE
(3 Required)

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

CLIENT REFERENCE NO. 1

CLIENT NAME: ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT EMAIL: SERVICE DATES: _____
CONTACT PHONE: _____
SERVICE DATES: _____
DESCRIPTION OF WORK PERFORMED
/PERFORMING: _____

CONTRACT TERM: _____
CONTRACT AMOUNT (\$): _____

CLIENT REFERENCE NO. 2

CLIENT NAME: ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT EMAIL: SERVICE DATES: _____
CONTACT PHONE: _____
SERVICE DATES: _____
DESCRIPTION OF WORK PERFORMED
/PERFORMING: _____

CONTRACT TERM: _____
CONTRACT AMOUNT (\$): _____

CLIENT REFERENCE NO. 3

CLIENT NAME: ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT EMAIL: SERVICE DATES: _____
CONTACT PHONE: _____
SERVICE DATES: _____
DESCRIPTION OF WORK PERFORMED
/PERFORMING: _____

CONTRACT TERM: _____
CONTRACT AMOUNT (\$): _____

CLIENT REFERENCE NO. 4

CLIENT NAME: ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT EMAIL: SERVICE DATES: _____
CONTACT PHONE: _____
SERVICE DATES: _____
DESCRIPTION OF WORK PERFORMED
/PERFORMING: _____

CONTRACT TERM: _____
CONTRACT AMOUNT (\$): _____

FORM 5: PART 2

REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER:

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

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

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

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

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

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

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

FORM 5 CONTINUED: REFERENCE QUESTIONNAIRE

**PUERTO RICO DEPARTMENT OF EDUCATION
RFP NO: PRDE-OSIATD-2021-002-
BASIC MAINTENANCE OF INTERNAL CONNECTIONS**

COMPANY PROVIDING REFERENCE: _____

NAME OF COMPANY REFERENCE IS FOR: _____

INSTRUCTIONS TO INDIVIDUAL COMPLETING REFERENCE QUESTIONNAIRE:

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include a manual actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to BMIC2021_RFP@de.pr.gov.
5. This completed document **MUST** be received no later than **10:00 A.M. AST ON MARCH 11, 2021**. Reference documents received after this time will not be considered. References received without a manual signature will not be accepted.
6. DO **NOT** return this document to the Proposer (Vendor).
7. The Puerto Rico Department of Education (PRDE) may contact references by phone for further clarification if necessary.

FORM 5 CONTINUED: REFERENCE QUESTIONNAIRE
RFP NO: PRDE-OSIATD-2021-002-
BASIC MAINTENANCE OF INTERNAL CONNECTIONS
PUERTO RICO DEPARTMENT OF EDUCATION

REFERENCE NAME: _____

REFERENCE COMPANY: _____

COMPANY REFERENCE IS FOR: _____

Section I. RATING

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

RATING SCALE

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

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

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

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

2. Total Contract Value: \$_____

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

Month:_____Year: _____ to Month:_____Year: _____

4.

Section III. ACKNOWLEDGEMENT

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

Signature of Reference

Date

Print Name

Title

Phone Number

Email address

FORM 6
DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME:

SUBCONTRACTOR NO. 1:

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

SUBCONTRACTOR NO. 2:

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

SUBCONTRACTOR NO. 3

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

FORM 7
CERTIFICATE OF INSURANCE COVERAGE

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

PROPOSER NAME:

PROPOSER ADDRESS:

NAME OF SURETY:

NAME OF AGENT:

AGENT'S PHONE:

The undersigned hereby certifies that _____ (the "Proposer") has the following insurance coverage:

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

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

FORM 8

PROPOSER NETWORK MAINTENANCE EXPERIENCE OVER THE PAST 5 YEARS
NOTE: PROPOSERS SHOULD INCLUDE E-RATE MAINTENANCE EXPERIENCE ON FORM
ADD ADDITIONAL PAGES IF NECESSARY

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

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

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

4	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	MAINTENANCE SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

5	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	MAINTENANCE SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

6	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	MAINTENANCE SERVICES PERFORMED	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	
	CITY/STATE	

APPENDIX V: E-RATE DEFINITIONS

“Category One Services” shall mean data transmission services and/or Internet Access.

“Category Two Services” shall mean Internal Connections (IC), Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Connections (BMIC)

“E-Rate program” shall mean the program currently administered by SLD/USAC or any of its successors under which eligible schools, libraries and consortia may receive discounts for eligible telecommunications services, Internet access and internal connections through the Universal Service Fund.

“E-Rate discount” means the discount that eligible schools and libraries may receive for the acquisition of eligible telecommunications services, Internet access and internal connections.

“USAC” means the Universal Service Administrative Company, a private not-for-profit company that provides access to affordable telecommunications services in the United States and its territories through its administration of the Universal Service Fund. USAC administers the Universal Service Fund (“USF”) under regulations promulgated by the FCC.

“SLD/USAC” means the School and Libraries Division, that branch of USAC, which administers the E-Rate program that provides affordable access to telecommunications services for all eligible schools, libraries and consortia in the United States and its territories.

“Discounted Portion of E-Rate Eligible services” shall mean that portion of the charge for E- Rate eligible services, for which the Proposer is able to seek reimbursement from USAC, as determined by the SLD/USAC in any Funding Commitment Decision Letter (“FCDL”).

“Non-Discounted Portion of E-Rate Eligible services” shall mean that portion of the charge for E-Rate Eligible services for which the PRDE is responsible for payment as determined by the SLD/USAC in any FCDL. The Non-Discounted Portion shall not exceed the sum authorized by the PRDE.

“E-Rate Eligible services” shall mean services defined by the SLD/USAC as eligible for the E- Rate discount as determined by FCC notices, rules, regulations and guidelines.

“Ineligible E-Rate services” shall mean services determined by the SLD/USAC to be ineligible for the E-Rate discount as determined by FCC notices, rules, regulations and guidelines, or otherwise.

“Invoice Receipt Deadline” shall mean the deadline established by the SLD/USAC for the filing of Form 472 or Form 474 invoices for the Discounted Portion of E-Rate Eligible services. The Invoice Receipt Deadline is normally one-hundred twenty (120) days after the Service Delivery Deadline.

“Service Delivery Deadline” shall mean the deadline established by the SLD/USAC by which time services must be delivered and installed based on FCC notices, rules, regulations and guidelines.

“Recurring Services” shall mean services generally offered on an ongoing basis and paid for in regular monthly, quarterly, or annual payments.

“Non-Recurring Services” shall mean those services generally offered on a one-time basis.

“Form 474” shall mean the service provider invoice (“SPI Form”) that is submitted by the service provider to the USAC to request reimbursement for discounts already provided on customer invoices.

“SPIN” shall mean a service provider identification number. It is the unique number assigned to each service provider participating in the USF.

“Border Gateway Protocol (“BGP”) shall mean one of the key routing protocols of the Internet. It works by maintaining a table of IP (Internet Protocol) networks or prefixes that designate network paths among autonomous systems.

“Eligible Services List (“ESL”) shall mean the list of services approved by the FCC for funding under the Schools and Libraries Program. The ESL is funding year specific.

“Beneficiary Audits” shall mean the audits performed by national accounting firms to determine if the beneficiaries (the recipients of discounted services) comply with FCC rules and reasonable business practices. The USAC hires the accounting firms to perform the audits in order to prevent waste, fraud, and abuse of the E-Rate program.

“Customer Bills” shall mean the invoices submitted to the PRDE. This is used to differentiate between PRDE invoices and invoices submitted to the SLD/USAC.

“Form 498” (“Service Provider Information Form” or “SPIF”) shall mean the form that service providers complete in order to participate in USF programs. This form provides contact information at the company/corporate level as well as contact information for each USF program.

APPENDIX VI: ENTITY SITE ADDRESSES

**THE DEPARTMENT'S SCHOOL AND NON-INSTRUCTIONAL FACILITY ADDRESSES ARE
AVAILABLE FOR DOWNLOAD AT WWW.DE.PR.GOV**