

**CERTIFICATE OF REPORTER**

I, Juan C. Velázquez, E.R. Reporter, member of FASYO Reporters do hereby CERTIFY:

That the foregoing is a true and accurate transcript of the recording of proceedings held at the time and place herein above set forth; and:

That we are not related by blood or marriage to any of the parties in the above-captioned matter, nor are we in any way interested in the outcome of the same.

In San Juan, Puerto Rico, this 29th. day of February 2012.

\_\_\_\_\_  
JUAN C. VELÁZQUEZ

E.R. REPORTER

\*\*\*\*\*






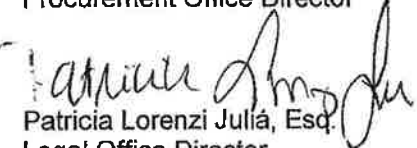
**GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF EDUCATION**


**OFFICE OF THE SECRETARY**


March 5, 2012

  
Mr. Carlos Santiago Santiago  
Auction Board Chairman

  
Mrs. Elsie Maldonado  
Procurement Office Director

  
Patricia Lorenzi Juliá, Esq.  
Legal Office Director

  
Mrs. Marie Ortiz Sánchez  
Chief Information Officer

  
Edward Moreno Alonso, Ed. D.  
Secretary

**DESIGNATION OF MARILYN MEDINA MARTINEZ TO SERVE AS A VOTING MEMBER OF THE PRDE FY2012 E-RATE EVALUATION COMMITTEE RESPONSIBLE FOR REVIEWING PROPOSALS AND SELECTING VENDORS IN CONNECTION WITH RFPS NO. SF (0C) 2011-008 AND 2011-017.**

Ms. Marilyn Medina Martínez, Director of the Technology and Curriculum Unit, has agreed to serve as voting member of the Department's FY2012 E-Rate Evaluation Committee, in place of Mr. Francisco Rodríguez-Quiles, Interim Budget Director, who resigned from the Committee last week.


**Please note that the appointment of Ms. Medina is a time-sensitive matter, since the Committee cannot convene and vote until the new member has been formally appointed, and all E-Rate vendor contracts must be fully negotiated and signed before the applications can be filed on March 20, 2012.**

**THE REQUEST FOR PARTICIPATION**

I hereby authorize the appointment of Ms. Marilyn Medina Martínez as a voting member of the Department's FY2012 E-Rate Evaluation Committee, to review vendor proposals and attend all remaining meetings of the Evaluation Committee until the completion of the vendor selection process. The composition of the rest of the Evaluation Committee and advisers remains unchanged.

**P.O. BOX 190759, SAN JUAN, PUERTO RICO 00919-0759 \* PHONE: (787) 773-5800 \* FAX: (787) 250-0275**

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**DESIGNATION OF MARILYN MEDINA MARTINEZ TO SERVE AS A VOTING MEMBER OF THE PRDE FY2012 E-RATE EVALUATION COMMITTEE RESPONSIBLE FOR REVIEWING PROPOSALS AND SELECTING VENDORS IN CONNECTION WITH RFPS NO. SF (0C) 2011-008 AND 2011-017**

**THE EVALUATION COMMITTEE MEETINGS**

The next scheduled meetings of the Evaluation Committee are as follows:

<p>Date: <b>Wednesday, March 7, 2012</b>  Time: 9:00 a.m.  Location: Office of Federal Affairs, Room #2</p>	<p>Date: <b>Monday, March 12, 2012</b>  Time: 2:00 p.m.  Location: Office of Federal Affairs, Room #2</p>
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Thank you for your assistance in this matter.



**Letter of Intent for RFP No. SF (OC) 2011-117  
received from:**

**Educational Services Network, Corp. (EDNet)**

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**IBM Corporation**

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**Microsoft**

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**Netwave Equipment Corp.**

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Cell Phone: (787) 977-8025  
[japonte@nustream.co](mailto:japonte@nustream.co)

**Netxar Technologies**

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**OPENLINK Puerto Rico, Inc**

Franklin A. Staback (Business Development)

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Cell Phone: (787) 975-5424

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[mayala@sescopr.com](mailto:mayala@sescopr.com)

**SDI**

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[bjackson@sdienterprises.com](mailto:bjackson@sdienterprises.com)

**The Washington Group**

Mr. Angel Sierra (Vice President)

PO BOX 16325, San Juan, PR 00908

Office Phone: (787) 466-8886

Cell Phone: (787) 410-7418



March 2, 2012

Jorge Toro Mc Cown  
E- Rate Director  
Commonwealth of Puerto Rico Department of Education  
Legal Division  
150 Federico Costas, 1<sup>st</sup> Floor  
San Juan, PR 00919

Dear Mr. Toro Mc Cown:

Services and Solutions Corp. (SESCO) has received a copy of RFP No. SF(OC)2011-117 entitled "Request for Proposal for E-Rate FY2012 Internal Connections (the RFP)", issued by the Vendor by the Puerto Rico Department of Education on February 9,2012. This to notify you that the Vendor intends to submit one or more proposals for the services describe in the RFP. All questions and request concerning the RFP or our proposal(s) or qualifications should be directed to the following designated contact person:

Name: Miguel A. Ayala Ayala  
Title: Administrator  
Address: P.O. Box 190897, San Juan, PR 00919-0897  
Office Phone: (787) 772-6368  
Cell Phone: (787) 672-5069  
Email: mayala@sescopr.com

The undersigned is the Administrator of the vendor, and as such, is authorized to submit this letter of Intent and designate the named contact person to act on behalf of the Vendor.

Sincerely,

Name: José Aquino Rengifo  
Title: General Manager

Recibido:  
28 de febrero 2012  
Ldo. Jorge Toro Mc Cown  
Dir. E-Rate

**February 17, 2012**  
**RFP: SF (OC) 2011-017**

**Request for Proposal**  
**(RFP) for E-Rate FY2012**  
**Internal Connections**

### **Participating Vendors**

1. Alliance Data Services
2. Audio Visual Concepts Inc
3. Babilon Technologies Inc
4. Business Consulting Specialist Inc
5. Communication Solutions Inc
6. Computer Inn
7. ComputerLink
8. EdNet
9. G.A. of P.R.
10. Hewlett-Packard Puerto Rico Inc
11. IBM
12. Integration Technologies Corp (Intech)
13. Interdata Wiring Specialists Inc
14. Mainline Information Systems Inc
15. Martel Inc
16. Neptuno Networks
17. Netwave Equipment Corp
18. Netxar Technologies, Inc.
19. Openlink PR
20. Panduit
21. PowerNet
22. PRT
23. QWK2LRN
24. Rafael Rosario & Associates Inc



25. SDI
26. Services and Solutions Corp. (SESCO)
27. Siemon Caribbean
28. Synch Tech
29. TDSIPR
30. Truenorth Corporation
31. VCS
32. WFN Consulting
33. WorldNet Telecommunications, Inc







**GOBIERNO DE PUERTO RICO  
DEPARTAMENTO DE EDUCACIÓN**

**ADDENDUM NO 1 TO PRDE RFP SF (OC) 2011-017  
Internal Connections**

**RFP CLARIFICATIONS AND AMENDMENTS**

**Section 4.2 (E-Rate Resource) and Section 7.4.16 (E-Rate Resource/Consultant) of the RFP are clarified as follows:**

Vendors that have secured a dedicated E-Rate resource prior to submitting their proposals should include the name and a resume or description of the resource's qualifications with their proposals. Vendors that have not secured dedicated E-Rate resources prior to submitting their proposals should include a signed statement committing to retain a dedicated and trained E-Rate employee or consultant prior to the start of E-Rate services, and to providing the PRDE with the resource's resume or description of qualifications.

**Section 6.1.2 (Classroom wiring components) is amended as follows:**

Paragraph #1: This system shall provide a complete cabling infrastructure system for voice and high speed data communication system. Furnish and install complete system consisting of workstation outlets, raceways and horizontal pathway systems, horizontal Category 6 voice and data cabling.

Paragraph #5: The concentrator boxes must be corrosion resistant and withstand high levels of salt, humidity and close proximity to the ocean.

**Section 6.1.5 (Terminal Servers and Software) is amended as follows:**

There was a typographical error in the RFP. This section should read as follows:

<b>NIC Speed</b>
100 Mb/s or Faster; Up to 1Gb/s physical NICs

**General:**

All proposals and communications with the PRDE E-Rate Director should be in English.



**GOBIERNO DE PUERTO RICO  
DEPARTAMENTO DE EDUCACIÓN**

February 17, 2012

[TYPE THE DOCUMENT TITLE]

**PUERTO RICO TELEPHONE COMPANY**

**DROPS**

1. Los lugares a instalar serán determinados por el Departamento?  
*Will the places for installments be determined by the Department?*

**PRDE RESPONSE:** Yes, in conjunction with recommendations from the selected service provider(s). The vendor will need to include in its pricing the cost to conduct site surveys to determine the drop locations.

2. Los "Drops" a instalar serán uno para data y otro para voz?  
*Will the "drops" to be installed be one for data and another for voice?*

**PRDE RESPONSE:** No. Vendors are to use CAT-5e or 6 cabling drops, which carry both voice and/or data.

3. Certificará el Departamento la capacidad eléctrica, por escuelas en cumplimiento con las reglas de USAC?  
*Will the Department certify the electrical capacity, per school in compliance with USAC guidelines?*

**PRDE RESPONSE:** Vendors installing high voltage cabling will be required to make the appropriate certifications.

**SWITCHES**

1. Los puntos de concentración serán en gabinetes cerrados por seguridad?  
*Concentration points will be in secured closed cabinets?*

**PRDE RESPONSE:** Yes.

2. Para cumplir con USAC tenemos una relación de "Switches" a Instalar y las computadoras que utilizaran los mismos?  
*To comply with USAC do we have a relationship of "Switches" to install and the computers that will use the them?*

**PRDE RESPONSE:** The determination as to the number of switches on a per school basis will be based on the number of existing computers and planned additional computers.

3. Podríamos configurar en el "Central Site" (Core Switches) con los puertos solicitados? *Could we configure in the "Central Site" (Core Switches) with the requested ports?*

PRDE RESPONSE: This question is unclear. Additional clarification will be requested. A response will be posted following receipt of additional information.

4. Debemos cotizar tarjetas de fibra para los "switches." *Should we make a quote for the fiber (cord/panel) for the "switches"?*

PRDE RESPONSE: Vendors will be responsible for providing copper or fiber patch panels to connect all installed devices.

SERVERS

1. Podrían definir los tipos de servidores de acuerdo a los servicios elegibles, para cumplir con las reglas de USAC? *Could you define the types of servers in agreement with the eligible services, to comply with USAC guidelines?*

PRDE RESPONSE: The department is requesting proposals for eligible terminal servers as defined in the eligible services list posted on the SLD/USAC website.

2. Las licencia asociadas, las proveerá el Departamento como parte del contrato con Microsoft. *The associated licenses, will be provided by the Department as part of the contract with Microsoft?*

PRDE RESPONSE: Yes.

**TRUENORTH CORPORATION**

1. Se nos requiere que revelemos la identidad de nuestros consultores de E-Rate en la etapa de la Propuesta? El Departamento aceptara una declaracion que "retendremos e incluiremos los servicios de un Consultor cualificado de E-Rate y entraran a nuestros empleados para asegurar que estamos funcionando completamente bajo los requisitos y procedimientos de SLD/USAC y FCC?" *"Are we required to disclose the identity our E-RATE consultant at the Proposal Stage? Will the PRDE accept a statement that we will retain and include the services of a qualified E-RATE Consultant and train our staff to assure that we are fully compliant with SLD/USAC and FCC requirements and procedures."*

PRDE RESPONSE: The following clarification to the RFP will be posted at <http://dde.pr/erate>:

Section 4.2 (E-Rate Resource) and Section 7.4.16 (E-Rate Resource/Consultant) of the RFP are clarified as follows:

Vendors that have secured a dedicated E-Rate resource prior to submitting their proposals should include the name and a resume or description of the resource's qualifications with their proposals. Vendors that have not secured dedicated E-Rate resources prior to submitting their proposals should include a signed statement committing to retain a dedicated and trained E-Rate employee or consultant prior to the start of E-Rate services, and to providing the PRDE with the resource's resume or description of qualifications.

2. De conformidad con la sección 6.1.3 Interruptores red de la escuela, punto 2, tenemos las siguientes preguntas sobre las especificaciones de UPS:

- a) ¿Cuál es la conexión NEMA de la entrada de 120
- b) ¿Cuál es la conexión NEMA para los seis outlets?

c) Debido a la sensibilidad de PoE y VoIP los UPS tienen la necesidad de proporcionar protección contra la variación de fluctuaciones, ruido de línea y la distorsión armónica?

*Pursuant to section 6.1.3 School Network Switches, Item 2, we have the following questions on the UPS specifications:*

- a) *What is the NEMA connection of the Input 120?*
- b) *What is the NEMA connection for the Six Outlets?*

c) *Due to the sensitivity of PoE and VoIP switches those the UPS need to provide protection against Frequency Variation, Line Noise and Harmonic Distortion?*

PRDE RESPONSE:

- a) NEMA TP-1
- b) NEMA TP-1
- c) Yes

3. De conformidad con la sección 6.1.4, el DE Oficina Central – Network Switches,

a) ¿Cuál es la conexión NEMA de la entrada de 120?

b) ¿Cuál es la conexión NEMA para los seis outlets?

c) Debido a la sensibilidad de PoE y VoIP cambia los necesita para proporcionar una protección contra la variación de fluctuaciones, ruido de línea y la distorsión armónica?

*Pursuant to section 6.1.4, DOE Central Office - Network Switches,*

a) *What is the NEMA connection of the Input 120?*

b) *What is the NEMA connection for the Six Outlets?*

c) *Due to the sensitivity of PoE and VoIP switches those the UPS need to provide protection against Frequency Variation, Line Noise and Harmonic Distortion?*



PRDE RESPONSE:

- d) NEMA TP-1
- e) NEMA TP-1
- f) Yes

4. De conformidad con la seccion 6.1.5 Terminal Servers and Software. No encontramos requisitos especificos del software en esta seccion. ¿Existen?  
*Pursuant to section 6.1.5 Terminal Servers and Software. We did not find any specific software requirements listed under this section. Are there any? If so, which?*

PRDE RESPONSE: Software such as Microsoft MultiPoint, or equivalent, will be installed on the terminal servers.

### **SDI (System Development.Integration, LLC)**

1. ¿Qué tipo de emulación de terminal debe ser apoyado por los servidores de terminales en la sección 6.1.5?  
*What type of terminal emulation is to be supported by the terminal servers in section 6.1.5?*

PRDE RESPONSE: Microsoft Windows 7.

2. Desde la Sección 6.1.5, por favor explique "Velocidad NIC 100 Mb/s o más rápido; Hasta 16t NIC físicas" ¿El departamento requiere 16 puertos Ethernet en este servidor de Terminal? Si es así ¿por qué es necesaria cantidad de 16?  
*From Section 6.1.5, please explain "NIC Speed 100 Mb/s or Faster; Up to 16t physical NICs." Does the department require 16 Ethernet ports in this terminal server? If so, why is quantity 16 required?*

PRDE RESPONSE: There was a typographical error in the RFP. This section should read as follows: NIC Speed 100 Mb/s or Faster; Up to 1Gb/s physical NICs."

3. ¿Por qué el Departamento requiere 500 MB hasta 1 TB de almacenamiento interno en este servidor de Terminal?  
*Why does the Department require 500MB to 1TB of internal storage required in this terminal server?*

PRDE RESPONSE: To provide sufficient capacity.

4. Sección 6.1.4 # 3 establece que "300 de fibra óptica LC patch cords multimodo." ¿Qué longitud se requiere?  
*Section 6.1.4 # 3 states "300 Fiber Optic patch cord LC Multimode." What length is required?*

PRDE RESPONSE: 15 feet.

## OPENLINK

### 5. 6.1.1.1 Warranties: Primer párrafo, página 35

"Todo el equipo requerido y los productos que se instalen debe venir con una garantía mínima de 3 años del fabricante."

**Pregunta:** Por favor, indique lo que requerirá la garantía para el cableado?

*First paragraph, page 35*

*"All requested equipment and products to be installed must come with a minimum 3-year manufacturer's warranty."*

**Question:** *Please, indicate what warranty will require for cabling?*

**PRDE RESPONSE:** The Department requires a 15-year warranty for cabling, per Department standards.

### 1. 6.1.2 Componentes de cableado de salones de clase Segundo párrafo, página 35

"1. Dicho sistema deberá contemplar un sistema de cableado completa infraestructura para voz y alta velocidad de sistema de comunicación de datos. Suministrar e instalar un sistema completo que consiste en outlets de estaciones de trabajo, canales y sistemas horizontales de la vía horizontal Categoría 6 o 5e de voz y cableado de datos."

**Pregunta:** Por favor, indique qué tipo de categoría (6 ó 5e) se requieren para el cableado?

*6.1.2 Classroom wiring components*

*Second paragraph, page 35*

*"1. This system shall provide a complete cabling infrastructure system for voice and high speed data communication system. Furnish and install complete system consisting of workstation outlets, raceways and horizontal pathway systems, horizontal Category 6 or 5e voice and data cabling."*

**Question:** *Please, indicate what category type (6 or 5e) will require for cabling?*

**PRDE RESPONSE:** Either 5e or 6, per Department standards.

### 2. 6.1.2 componentes de clase de cableado

*Segundo párrafo de página, 36*

"5. Instalar cajas de concentración de aproximadamente cada 12 aulas en aproximadamente 750 escuelas. Para las escuelas que se componen de varios edificios, los vendedores se instalarán por lo menos un (1) caja concentradora para cada edificio, en función del número de aulas por edificio."

**Pregunta:** Por favor, indique las especificaciones de las cajas concentradoras?

**Pregunta:** Por favor, aclare si las cajas concentradoras utilizará sólo en 750 escuelas con 12 salones de clase?

*6.1.2 Classroom wiring components*

*Second paragraph, page 36*

*"5. Install concentrator boxes for approximately every 12 classrooms in approximately 750 schools. For schools that are comprised of multiple buildings, vendors will install at least one (1) concentrator box for each building, depending on the number of classrooms per building."*

**Question:** Please, indicate the specifications for concentrator boxes?

**Question:** Please, clarify if concentrator boxes will use only in 750 schools with 12 classrooms?

PRDE RESPONSE:

Question: 36H x 24W x 24D

Question: Concentrator boxes will be installed in 750 schools, with 1 concentrator box per building on each school campus, plus one additional concentrator box for every 12 classrooms.

3. 6.1.2 Componentes de cableado de salón de clase  
Primera tabla, en la página 36

**Pregunta:** Por favor, si la cantidad de cajas de concentración por edificio es correcta, a mediano y grande?

6.1.2 Classroom wiring components

First table, page 36,

**Question:** Please, if the quantity of concentrator boxes per building is correct to medium and large range?

PRDE RESPONSE: Vendors should use the estimated quantities for purposes of pricing proposals.

4. 6.1.3 Switches de red para escuelas:

Párrafo cuarto, página, 36

"1. Un "switch" Ethernet para cada caja concentradora, de 48 puertos 10/100/1000 Mbps + 2 modelos SFP, con o sin PoE IEEE 802.3af. "

**Pregunta:** Por favor, indique qué tipo de "switch" se requiere: con PoE, sin PoE, o mixto?

6.1.3 School network switches:

Fourth paragraph, page 36

"1. One Ethernet switch for each concentrator box, 48-port 10/100/1000 Mbps models + 2 SFP, with or without IEEE 802.3af PoE."

**Question:** Please, indicate what type of switch will require: with PoE, without PoE, or mixed?

PRDE RESPONSE: Switches are to be with PoE.

5. 6.1.3 "Switches" de red de escuelas:

Último párrafo, página 36"3. Estándar de la industria de gestión y configuración del módulo. "

**Pregunta:** Por favor, indique si esta especificación sólo requiere de UPS o Ethernet "switch"?

6.1.3 School network switches:

Last paragraph, page 36

"3. Industry standard management and configuration module."

**Question:** Please, indicate if this specification is requires only for UPS or Ethernet Switch?

PRDE RESPONSE: This specification is required for both UPS and Ethernet Switches.

- 6. 6.1.4 DE Oficina Central – “Switches” de red:
  - Párrafo primero, página 37
  - "1. 150 “Switches” de Ethernet de 48 puertos 10/100/1000 Mbps + 4 modelos SFP, con IEEE 802.3af PoE.
  - 2. 300 GBIC SX-Multimodo
  - 3. 300 de fibra óptica de cable de conexión LC multimodo ... "

**Pregunta:** Por favor, indique qué tipo de conector de fibra requerirá: LC-LC o SC-LC?

  - 6.1.4 DOE Central Office – network switches:
    - First paragraph, page 37*
    - "1. 150 Ethernet switches, 48-port 10/100/1000 Mbps models + 4 SFP, with IEEE 802.3af PoE.*
    - 2. 300 GBIC SX-Multimode*
    - 3. 300 Fiber Optic patch cord LC Multimode..."*

**Question:** Please, indicate what type of fiber connector will require: LC-LC or LC-SC?

PRDE RESPONSE: LC-LC.

- 7. 6.1.5 DE Oficina Central - “Switches” de red:
  - Segundo párrafo, página 37
  - "Los servidores de terminales para 3 aulas (con unos 25 ordenadores por aula) en un máximo de 750 escuelas. Cada servidor debe cumplir las siguientes especificaciones (o equivalentes): "

**Pregunta:** Por favor, indique si la conexión de 25 computadoras por aula va a ser inalámbrica y si se requiere el punto de acceso (AP)? Si esto es cierto, ¿Cuántos AP requerirán por escuela o edificio?

  - 6.1.5 DOE Central Office – network switches:
    - Second paragraph, page 37*
    - "Terminal Servers for 3 classrooms (with approximately 25 computers per classroom) in up to 750 schools. Each server should meet the following specifications (or equivalents):"*

**Question:** Please, indicate if the connection for 25 computer per classroom will be wireless and if will require the access point (AP)? If true, how many AP will require per school or building?

PRDE RESPONSE: The connections for the 25 computers per classroom will be hardwire.

- 8. 7.1 Normas para Adquisiciones, condiciones y procedimientos
  - Séptimo párrafo, página 38
  - "El proveedor también deberá estar inscrito en el Registro de Licitadores de la Administración de Servicios Generales para tener derecho a hacer negocios con el Departamento."

**Pregunta:** Por favor, aclare si el Registro de Licitadores de la Administración de Servicios Generales es el Registro de ASG, o de otro tipo del Departamento de Educación?

  - 7.1 Procurement Guidelines, Conditions and Procedures
    - Seventh paragraph, page 38*



*"The vendor must also be listed in the Single Registry of Bidders to be eligible to do business with the Department."*  
**Question:** Please, clarify if the Single Registry of Bidders is the ASG Registry, or other of Department of Education?

PRDE RESPONSE: Yes.

9. 7.4.13 Cumplimiento de los requisitos del programa E-Rate

Tercer párrafo, página 41

"Proveedor de Servicio actual y válido Número de Identificación ("SPIN")  
Número de Registro válido de la Comisión Federal de Comunicaciones"

**Pregunta:** Por favor, indique si estos requisitos son sólo para las empresas de proveedores de servicios? Si es así, aclarar si esta solicitud de propuestas es sólo para las empresas de proveedores de servicios?

7.4.13 Compliance with E-Rate Program Requirements

Third paragraph, page 41

"Current and valid Service Provider Identification Number ("SPIN")  
Valid Federal Communications Commission Registration Number"

**Question:** Please, indicate if these requirements are only for Service Provider companies? If so, clarify if this RFP is only for Service Provider companies?

PRDE RESPONSE: All vendors that deliver or install E-Rate eligible services/equipment (1) must be registered "service providers" with valid Service Provider Identification Numbers under the E-Rate program, and (2) have valid Federal Registration Numbers (FRN) issued by the Federal Communications Commission (FCC).

10. Varias preguntas se refieren a las especificaciones de cableado:

**Pregunta:** Por favor, indique si la instalación de tierra en el gabinete será una barra de tierra para el equipo o un terminal de cable para el gabinete de comunicación?

**Pregunta:** Por favor, indique si la instalación interior de las aulas será con tubería EMT o canal de plástico?

**Pregunta:** Por favor, indique si los gabinetes necesarios son con puertas sólidas?

**Pregunta:** Por favor, indique si cualquier tipo de construcción para la instalación de tuberías subterráneas se requiere y quien lo llevará a cabo?

**Pregunta:** Por favor, indique quién será el suministro de energía eléctrica de cableado hasta el punto donde se instalará el cabling drop y el gabinete de comunicación?

**Pregunta:** Por favor, indique plazo para la entrega del proyecto después del contrato firmado?

**Pregunta:** Por favor, indique si la gerencia del alambre debe ser incluido? Si es así, gestiones verticales de cable en ambos lados deben ser incluidos?

**Pregunta:** Por favor, indique el número de gotas por aula se requieren?

**Pregunta:** Por favor, indique lo que las longitudes de los cables de conexión son necesarios en el gabinete y en los puntos de la pared?

**Pregunta:** Por favor, indique si el panel de madera para los TR se deben incluir? Si es así, se requiere pintura retardante de fuego a las 6 caras del panel?

*Various questions relate to cabling specifications:*

**Question:** Please, indicate if the ground installation in the cabinet will be a ground bar for the equipment or one wire terminal for the communication cabinet?

**PRDE RESPONSE:** See Department standard Division 17, Section 1.06 (D) (6) hosted at <http://dde.pr/erate>.

**Question:** Please, indicate if the installation inside classrooms will be with EMT pipe or plastic raceway?

**PRDE RESPONSE:** Plastic raceway.

**Question:** Please, indicate if the cabinets required are with solid doors?

**PRDE RESPONSE:** Solid doors are not required. Vendors are encouraged to propose concentration cabinets, with such features as the proposer deems appropriate, including, but not limited to front and rear access to equipment, ability to add a fan for circulation, plexi-glass front panels, etc.

**Question:** Please, indicate if any construction for underground pipe installation will be required and who will take this task?

**PRDE RESPONSE:** Underground pipe installation may be required and if so, shall be provided by the proposer.

**Question:** Please, indicate who will be supply electricity cabling to the point where will install cabling drop and communication cabinet?

**PRDE RESPONSE:** Electricity cabling may be required and if so, shall be provided by the proposer.

**Question:** Please, indicate time frame for the delivery of the project after contract signed?

**PRDE RESPONSE:** The project will start after E-Rate funding has been approved and the vendor has been issued a notice to proceed by the Department.

**Question:** Please, indicate if wire management must be included? If so, vertical cable managements in both sides must be included?

**PRDE RESPONSE:** Yes. Both vertical and horizontal cable management must be included.

**Question:** Please, indicate how many drops per classroom are required?

PRDE RESPONSE: It varies.

**Question:** Please, indicate what lengths of patch cords are required in the cabinet and in the wall points?

PRDE RESPONSE: The length for the patch cords in the cabinets should be 5 feet and the length for the patch cords in the cabinets should be 10 feet.

**Question:** Please, indicate if wooden panel for the TRs have to be included? If so, fire retardant paint to the 6 sides of the panel is required?

PRDE RESPONSE: No.

#### ATT

1. Nombre y dirección física de las 100 Century 21 Schools  
*Name and physical address of the 100 Century 21 Schools*

PRDE RESPONSE: The Century 21 Schools are not within the scope of the RFP.

2. Nombre y dirección física de las 7 localidades de Food Warehouse facilities  
*Name and physical address of the 7 places of Food Warehouse facilities*

PRDE RESPONSE: The Food Warehouse facilities are not within the scope of the RFP.

3. Nombre y dirección física de la 11 localidades de OMEP  
*Name and physical address of the 11 locations of OMEP*

PRDE RESPONSE: The OMEP is not within the scope of the RFP.

4. Nombre y dirección física de las 100 escuelas que necesitan 10megas  
*Name and physical address of the 100 schools that need 10megs*

PRDE RESPONSE: These schools are not within the scope of the RFP.

5. Dirección física del centro de cómputos  
*Physical address of the data center*

PRDE RESPONSE: Urb. Industrial Tres Monjitas Ave. Teniente César Gonzáles Esq. Calle Calif, Hato Rey

6. Dirección del Auditing Office Building  
*Auditing Office Building address*

PRDE RESPONSE: The Auditing Office Building is not within the scope of the RFP.

7. Dirección física de la o las localidades que necesitan PRI (RFP identifica cantidad de 15)  
*Physical address or places that need PRI (RFP identifies amount of 15)*

PRDE RESPONSE: These sites are not within the scope of the RFP.

8. Dirección física de las 7 oficinas regionales  
*Physical address of the 7 regional offices*

PRDE RESPONSE:

1. Región Arecibo: Centro Gubernamental, Edificio A, Carr. 2, Arecibo, PR
2. Región Bayamón: Plaza Hato Tejas, Carr. 2 km 15.2, Parque Industrial Cortijo, Bayamón, PR
3. Región Caguas: Centro Gubernamental de Caguas, Calle Goyco Esquina Calle Acosta, Caguas, PR
4. Región Humacao: Calle Boulevard del Río, Humacao, PR
5. Región Mayagüez: Calle Nenadich #50, Mayagüez, PR
6. Región Ponce: Centro Gubernamental, Avenida Las Américas, Ponce, PR
7. Región San Juan: Ave. Barbosa #602, Edificio Barreras, Esq. Calle Guayama, Piso 3, San Juan, PR



**GOBIERNO DE PUERTO RICO  
DEPARTAMENTO DE EDUCACIÓN**

**COMMONWEALTH OF PUERTO RICO DEPARTMENT OF EDUCATION  
(BEN #157779)**

**RFP NO: SF (OC) 2011-017**

**REQUEST FOR PROPOSALS FOR E-RATE FY2012 INTERNAL CONNECTIONS**

Date Issued:	February 9, 2012
Questions Due:	February 14, 2012
Pre-Proposal Conference:	February 17, 2012 at 10:00 AM
Letters of Intent Due:	March 2, 2012
Proposals Due:	March 9, 2012 at 10:00 AM
Eligible Services Start Date:	July 1, 2012 <i>(Subject to E-Rate Funding Approval)</i>

**PROPOSALS MUST BE RECEIVED BY 10:00 A.M. ON MARCH 9, 2012  
LATE PROPOSALS WILL NOT BE ACCEPTED**

**VENDORS SHALL DELIVER EIGHT (8) COPIES OF PROPOSALS**

- **ONE (1) SIGNED ORIGINAL SET, AND**
- **SEVEN (7) COPIES ON PAPER, CD, DISK OR JUMP DRIVE**

**PROPOSALS SHALL BE ADDRESSED AND DELIVERED TO:**

Jorge Toro Mc Cown  
E-Rate Director  
Commonwealth of Puerto Rico Department of Education  
Legal Division  
150 Federico Costas, 1<sup>st</sup> Floor  
San Juan, P.R. 00919  
Email: [toromj@de.gobierno.pr](mailto:toromj@de.gobierno.pr)  
Phone: (787) 773-4053

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**EXHIBIT B: KEY E-RATE DEFINITIONS AND COMPLIANCE REQUIREMENTS**

**EXHIBIT C: INSURANCE REQUIREMENTS**

**EXHIBIT D: MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS**

**EXHIBIT E: VENDOR QUESTIONNAIRE**

**EXHIBIT F: INTERNAL CONNECTIONS PRICE PROPOSAL**

**EXHIBIT G: NO COLLUSION AFFIDAVIT**

**EXHIBIT H: VENDOR REFERENCES**

**EXHIBIT I: DESIGNATION OF SUBCONTRACTOR(S)**



## 1 GENERAL INVITATION

The Commonwealth of Puerto Rico Department of Education ("he "PRDE" or "Department") is requesting proposals pursuant to **RFP No. SF (OC) 2011-117** entitled "**Request for Proposals for E-Rate FY2012 Internal Connections**" (hereinafter, this "RFP"). The services described in this RFP shall be performed on behalf of the Department of Information Technology. This RFP is governed by Public Law 7040 dated October 5, 2005 and the PRDE regulation for the Procurement, Sale and Bid of Goods and Non-Personal Services. Vendors are invited to submit proposals for one, several or all of the services requested in this RFP.

**THIS RFP, APPLICABLE DEPARTMENT STANDARDS, RESPONSES TO VENDOR QUESTIONS, RFP AMENDMENTS (IF ANY) AND OTHER NOTICES PERTAINING TO THIS RFP WILL BE POSTED AT [HTTP://DDE.PR/ERATE](http://DDE.PR/ERATE). VENDORS ARE STRONGLY ENCOURAGED TO CHECK THE DESIGNATED WEBSITE ON A REGULAR BASIS THROUGHOUT THE SOLICITATION PERIOD FOR UPDATES.**

### 1.1 PRDE Rights

The Department is not obligated to award any contracts pursuant to this RFP, nor is the Department obligated to pay for any costs incurred in the preparation and submission of proposals. Moreover, no vendor shall have any rights against the Department arising at any stage of the solicitation from any negotiations that take place, or from the fact that the Department does not select a vendor for presentations or negotiations.

Further, the Department reserves, without limitation, the right to:

- A. Reject any or all of the proposals;
- B. Issue one or more subsequent RFPs for the same services;
- C. Amend or cancel the entire RFP;
- D. Extend the deadline for submitting proposals
- E. At its sole discretion, reduce the scope of services if in the best interest of the Board;
- F. Appoint an evaluation committee to evaluate proposals and make vendor selections;
- G. Seek the assistance of outside technical experts to review proposals;
- H. Seek the assistance E-Rate experts to assist with E-Rate program questions, processes, eligibility, and cost allocations during the procurement process;
- I. Invite one or more vendors for presentations and negotiations after review of proposals;
- J. Check vendor references and investigate the qualifications of any vendor under consideration, require confirmation of information furnished by vendors, and require additional evidence of qualifications to perform the services described in this RFP;

- K. Investigate the qualifications of any subcontractors proposed by vendors;
- L. Confirm vendor understanding of, and experience in, the E-Rate program;
- M. Establish a short list of proposers for discussions/clarifications after review of written proposals;
- N. Negotiate with any, all, or none of the proposers;
- O. Solicit best and final offers (BAFO) from all, some or none of the proposers;
- P. Award a contract to one or more proposers;
- Q. Accept other than the lowest priced proposal;
- R. Waive informalities and irregularities in Proposals;
- S. Award a contract without discussions or negotiations;
- T. Renegotiate or revise the contract based upon SLD/USAC rule changes prior to and/or after the award of the contract;
- U. Disqualify proposals upon if there is evidence of collusion with intent to defraud or other illegal practices on the part of any proposers;
- V. Reduce the scope of any awarded services;
- W. If any vendor 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 in order to cover the difference between the vendor's cost and the cost proposed by the next qualified vendor, as well as to cover other damages and direct expenses of the Department;
- X. Refrain from applying for E-Rate funding for any services proposed under this RFP; and
- Y. Exercise any other right or take any other action allowed by law.

## 1.2 Procurement Schedule and Milestones

### 1.2.1 Timeline

The PRDE anticipates that the following schedule will be followed throughout the procurement process:

**RFP Table 1**

Event	Date
Release and Publication of the RFP on Website; Posting of Form 470	February 9, 2012
Deadline for submittal of formal RFP questions	February 14, 2012
Pre-Proposal Conference	February 17, 2012
Deadline for submittal of Letters of Intent ( <b>Mandatory</b> )	March 2, 2012
Deadline for submittal of proposals to the PRDE	March 9, 2012
Formal presentations to PRDE	TBD, if Required
Eligible services start date ( <b>Subject to E-Rate Funding Approval</b> )	July 1, 2012

### 1.2.2 RFP Questions

Questions may be submitted in writing via letter or email and must be received by 5:00 p.m. on February 14, 2012. Questions received by the deadline will be distributed at the Pre-Proposal Conference. The responses will also be posted at <http://dde.pr/erate>.

Questions received after the deadline will not be answered.

### 1.2.3 Pre-Proposal Conference

All vendors interested in submitting proposals are invited to attend the Pre-Proposal Conference to be held on February 17, 2012. The meeting will be held at 10:00 AM, at 150 Federico Costas, 1<sup>st</sup> Floor.

### 1.2.4 Letter of Intent

Vendors that plan to submit a proposal in response to this RFP are required to submit a letter stating their intent ("Letter of Intent") to submit one or more proposals in response to this RFP. The Letter of Intent must be delivered to the PRDE by the deadline indicated in Table 1. A sample Letter of Intent is attached to this RFP as Exhibit A.

**The filing of a Letter of Intent is a mandatory prerequisite under Puerto Rico procurement rules for submission of a proposal under this RFP.**

## 1.3 PRDE Contact Person for RFP Information

During the evaluation period, except where explicitly established within this RFP, the PRDE E-Rate Director for this procurement process **shall be the sole point of contact between vendors and the Department** (the evaluation period is defined as the period of time starting on the date of release and publication of the RFP, and ending on the date when the corresponding contracts are signed by the parties).

During the evaluation period, any vendor that contacts or attempts to contact an officer or employee of the PRDE other than the E-Rate Director regarding this procurement process shall be deemed in violation of the conditions established herein, and **may be subject to immediate disqualification**. All relevant PRDE officers and personnel have been made aware of this condition, and are prepared to take action should such a situation arise, without any notice or warning to vendors in violation of this proscription. Vendors should ensure that all personnel and subcontractors are made aware of, and abide by this procurement condition.

All RFP-related communications, questions and requests for clarification are to be directed to the E-Rate Director named below, in writing:

Jorge Toro Mc Cown, E-Rate Director  
 Commonwealth of Puerto Rico Department of Education  
 Legal Division  
 150 Federico Costas, 1<sup>st</sup> Floor  
 San Juan, P.R. 00919  
 Email: toromj@de.gobierno.pr  
 Phone: (787) 773-4053

#### 1.4 About the PRDE

The PRDE is the governmental agency that directly runs and operates Puerto Rico's public school system. Unlike most states, the PRDE acts both as a State Educational Agency (SEA), and as a single Local Educational Agency (LEA). Information concerning the PRDE school system is set forth in Table 2 and Table 3 Below:

**Table 2**

<b>THE PRDE SCHOOL SYSTEM (Approximate Counts)</b>	
Students:	600,000
Schools:	1,483
Teachers:	44,000
Employees (including teachers):	70,000
Educational Regions:	7
School Districts (within the Regions):	28

**Table 3: Regions and Districts (School Count Estimates)**

REGION	DISTRICTS	# OF SCHOOLS	REGION	DISTRICTS	# OF SCHOOLS
<b>ARECIBO</b>	Arecibo	51	<b>MAYAGUEZ</b>	Aguadilla	61
	Camuy	39		Cabo Rojo	48
	Manati	44		San Sebastian	57
	Vega Alta	47		Mayaguez	52
		<b>181</b>			<b>218</b>
<b>BAYAMON</b>	Bayamon	67	<b>PONCE</b>	Ponce	73
	Corozal	29		Santa Isabel	63
	Orocovis	29		Utua	41
	Toa Baja	50		Yauco	59
		<b>175</b>			<b>236</b>
<b>CAGUAS</b>	Barranquitas	44	<b>SAN JUAN</b>	Carolina	45
	Cidra	52		Guaynabo	42
	Guayama	50		San Juan I	52
	Gurabo	61		San Juan II	78
		<b>207</b>			<b>217</b>
<b>HUMACAO</b>	Canovanas	52			
	Fajardo	40			
	Las Piedras	58			
	Yabucoa	59			
		<b>209</b>			



## 2 E-RATE PROGRAM

### 2.1 General Overview.

The Federal Universal Service Discount Program for Schools and Libraries, commonly referred to as the “educational rate program” (“E-Rate”) was established pursuant to an amendment to the Telecommunications Act of 1996. The primary objective of the E-Rate program is to provide funding for telecommunications services for eligible schools and libraries, particularly those in rural and economically disadvantaged areas. The Universal Services Administration Corporation (“USAC”), Schools and Libraries Division (“SLD”), with the oversight of the Federal Communications Commission (“FCC”), administers the program. E-Rate funds are intended to provide the conduits for voice, video, and data flow within and among eligible organizations; they are not intended to provide data content or end user equipment and software. Eligible equipment and services include:

- Wiring and physical network components necessary to enable data transmission among schools and libraries.
- Basic conduit access to the Internet, including necessary wiring, network components, ISP services and email.
- Leased, tariffed, contracted or month-to-month telecommunications services from eligible providers that are used to transmit information electronically among sites.
- Servers and operating systems necessary to manage networks.
- Internal wiring and components necessary to expand data access within a school or library (e.g. wiring to individual classrooms).

The E-Rate program facilitates funding by subsidizing between 20% and 90% of the cost of eligible products and services to eligible institutions. For a school, the discount is based on the percentage of students in that school that qualify free or reduced-price meals under the National School Lunch Program. The PRDE’s FY2012 E-Rate Discount is expected to be 90%.

Key E-Rate definitions and applicable E-Rate Compliance requirements are set forth on Exhibit B.

### 2.2 PRDE Billed Entity Number.

The PRDE’s Billed Entity Number is: 157779

### 3 GENERAL TERMS AND CONDITIONS

#### 3.1 Changes or alternatives.

The specifications, terms, conditions and instructions in this RFP represent the terms and conditions under which the awards will be evaluated. Those vendors that cannot comply with one or many of these terms, conditions and instructions, may submit alternatives. The Department reserves the right to revoke its approval for an award of a contract for any reason, including but not limited to, if a vendor, in the Department's sole opinion, submits substantially different general and specific terms and conditions from for the contract that were not disclosed in vendor's response.

#### 3.2 Proposal Guaranty (Bid Bond).

Vendors are required to include a proposal guaranty bond in an amount equal to 20% of the total proposal. The bond must be issued by a surety company authorized to do business in the Commonwealth of Puerto. The bond may also be in the form of an irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or a money order or certified check issued. Money orders and certified checks must be issued to the Commonwealth of Puerto Rico Secretary of Treasury.

#### 3.3 Service Warranty.

The vendor 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. If the Department notifies the vendor, or if the vendor becomes aware of any non-performance, error or defect covered by the foregoing warranties, the vendor 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. Installation services, or any portion thereof, will be automatically warranted as provided herein. The vendor will assign to the Department any third-party warranties vendor receives in connection with any installations performed under the contract.

#### 3.4 State Taxes.

The prices quoted by the vendor shall include all applicable state taxes.

#### 3.5 Document Signatures.

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

### **3.6 Government Obligation.**

The Government will not be considered to be obligated with regard to any award until a contract is signed.

### **3.7 Registry of Bidders.**

The Department reserves the right to exclude from consideration any vendor that is not in the Single Bidder Registry.

### **3.8 Performance Guaranty.**

The vendors 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 up to 60% of the maximum total proposal. The performance bond may also be in the form of an irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or a money order or certified check issued. Money orders and certified checks must be issued to the Commonwealth of Puerto Rico Secretary of Treasury.

### **3.9 Contract Requirement.**

Each vendor agrees that if approved as a provider for the services, the vendor will enter into written contract(s) with the Department pertaining thereto prior to the deadline for the PRDE to file its FY2012 E-Rate applications. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section 3 and in Section 4 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 vendor fail to enter into a contract, the vendor's approval for award will be revoked by the Department.

### **3.10 Contract Term.**

The Department intends to award a fifteen (15) month contract, with no renewal options for the installation services requested under this RFP. The term of the contract shall commence July 1, 2012, subject to E-Rate funding approval by the SLD/USAC ("Effective Date") and end September 30, 2013 (June 30, 2013 being referred to herein as the "Service Delivery Deadline" and the period between the Effective Date and the services Delivery Deadline being referred to herein as the "Term"). The Department shall have the right to extend or abbreviate the Term if such extension or abbreviation is necessary to make the Term of the contract coincide with the "funding year" or "implementation period" as defined by the FCC/SLD/USAC. If such extension of the Term of the contract is needed as described above and is authorized by the Department, the parties agree to negotiate in good faith a written amendment extending the term of the contract.

### **3.11 Service Provider Compensation.**

Compensation for services performed during the Initial Term shall only be for the Non-Discounted Portion of E-Rate Eligible services and the cost of any ineligible E-Rate



services and, in any event, shall not exceed the maximum compensation authorized by the Department. Payment of compensation shall be based on actual services performed during the Initial Term of the contract. The Department shall not be obligated to pay for any services not performed 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. In no event shall the Department be liable for any costs incurred or services delivered after the effective date of termination as provided herein or the service Delivery Deadline.

### 3.12 Contract Termination.

- a. Termination for Convenience. If at any time during the Term of the contract, the Department determines, in its sole discretion, that the services provided by vendor are no longer in its best interest, the Department may terminate the contract on thirty (30) calendar day's written notice to vendor.
- b. SPIN Change. If the Department determines that it is in the Department's best interest to retain another vendor to perform the services awarded to the vendor, due to a breach of contract or the inability of the vendor to provide the services, the Department may request a service provider change by filing a change of the service Provider Identification Number ("SPIN") with the SLD/USAC, at any time during the Term of the contract. Moreover, the Department may request a SPIN change as may be permitted under The E-Rate rules in effect at the time of the change request. Vendor agrees that it will cooperate with the Department in regard to any transition of services to another service provider as a result of a SPIN change.
- c. Suspension of Services. Ten (10) days after written notice from the Department to the vendor, the Department may request that vendor suspend installations in whole or part. The vendor shall promptly resume performance of installations upon written notice from the Department and upon such equitable extension of time as may be mutually agreed upon in writing by the Department's Chief Information Officer or their designee, and the vendor. Responsibility for any additional costs or expenses incurred by vendor as a result of resuming performance of installations shall be assigned by mutual agreement of the parties.
- d. Vendor Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:
  1. Any material misrepresentation by vendor in its response to this RFP;
  2. Breach of any material agreement, representation or warranty made by vendor in the contract;
  3. Failure of vendor to perform in accordance with or comply with the terms and conditions of the contract or the E-Rate program rules;
  4. Failure of vendor to pay any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which

implemented the requirements of the Debt Collection Improvement Act of 1996;

5. Default by vendor under any other agreement vendor may have with the Department;
6. The directors or officers of the vendor 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;
7. If any license, permit, franchise or authorization needed by the vendor to carry out its obligations hereunder is suspended, revoked or expired;
8. If the termination of the contract is necessary for the protection of the public interest; or
9. An assignment by the end or for the benefit of creditors or consent by vendor to the appointment of a trustee or receiver or the filing by or against vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.

### **3.13 Department Remedies.**

The occurrence of any Event of Default which vendor 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 and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, vendor 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 vendor in default, and the vendor 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 vendor, 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. Vendor shall be liable to the Department for any excess costs incurred by the Department. Any amount due the vendor under the contract or any other agreement vendor 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, select a new vendor and request a SPIN change with the SLD/USAC;
- c. Suspend services during the thirty (30) day (or longer) cure period if the default results from an action or failure to act by vendor 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 vendor 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 vendor's compensation under the contract and notify the SLD/USAC to withhold payments that are due or future payments that may become due under the contract; and
- g. Seek any available remedies in law, equity, or by statute if vendor fails to pay any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996.

### **3.14 No Department 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 to declare an Event of Default in the future. The remedies under the terms of the contract are not intended to be exclusive of 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 vendor or any of its subcontractors to continue to provide services despite one or more Events of Default, the vendor is not relieved of any responsibilities, duties or obligations under the contract.

### **3.15 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, vendor 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 and any other information relating in any way to the contract or the performance or furnishing of services, whether prepared by the vendor or its subcontractors. The vendor shall cause its subcontractors to undertake the same obligations agreed to by vendor under the contract.

### **3.16 Work Quality Assurance.**

The vendor 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 and E-Rate requirements. The vendor 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 vendor 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.

### 3.17 Audit and Document Retention.

The vendor shall furnish the Department with such information as may be requested relative to the delivery and cost of services. The vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to vendor's services under the contract for at least five (5) years after the last day of the delivery of E-Rate eligible services under the contract. All such information shall be subject to inspection and audit by the Department, the FCC/SLD/USAC or their agents or representatives. Pursuant to 47 CFR 54.516, the vendor shall be subject to audits and other investigations to evaluate vendor's compliance with the statutory and regulatory requirements of the E-Rate program, including those requirements pertaining to what services are purchased, what services are delivered, and how services are being used. The vendor shall assume responsibility for its subcontractors' compliance with the FCC/SLD/USAC requirements on document retention and auditing. The vendor shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the Department or FCC/SLD/USAC or their contractors the same right to inspect and audit said records.

### 3.18 Confidential Information, Dissemination of Information, Ownership, Survival.

- a. Confidential Information. During the performance or delivery of services to the Department, the vendor may have access to or receive certain information that is not generally known to others ("Confidential Information"). The vendor 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 vendor shall use at least the same standard of care in the protection of the Confidential Information of the Department as vendor 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 vendor 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. Vendor shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the services, except as may be required by law or with the prior written consent of the Department. If vendor 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 vendor's possession, the vendor 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 vendor 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 vendor will cause its personnel, staff and subcontractors to undertake the same obligations of confidentiality agreed to by vendor under the contract.

- c. Ownership. The vendor agrees that, to the extent permitted by law, any 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.* To the extent any Work Product does not qualify as a "work for hire," The vendor irrevocably grants, assigns, and transfers to the Department all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Department. The vendor 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 vendor shall return the Department's data in the format requested by the Department. If any of the above items are lost or damaged while in vendor's possession, such items shall be restored or replaced at vendor's expense.
- d. Injunctive Relief. In the event of a breach or threatened breach of sections (a), (b) and/or (c) above, the vendor 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 vendor 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.

### **3.19 Representations and Warranties of the Vendor.**

The vendor 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 vendor, 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 vendor's proposal(s) and contract. The vendor also warrants that neither it nor any of its subcontractors owe any non-tax debt to the federal government including but not limited, to the FCC.

- b. Compliance with Laws. The vendor 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.
- c. Good Standing. The vendor 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.
- d. Good Standing with FCC. The vendor and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, or regulations. The vendor or its subcontractors agree to promptly notify the Department if, at any time during the duration of the contract, the vendor or its subcontractors have not paid any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996. If vendor or any of its subcontractors is under investigation by the FCC for any alleged breach of its orders, rules or regulations, vendor waives any rights to confidentiality to any records or materials subject to investigation by the FCC. Upon written request of the Department, vendor will turn over to the Department any documents or materials related to any investigation by the FCC as described above. In all of its agreements for services with its subcontractors, vendor shall include contract provisions which allow the Department the same right to inspect the same records that are subject to an investigation by the FCC.
- e. Code of Ethics. The vendor agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico of Law 84 of June 18, 2002. In conformity with the laws and the norms that govern the contracting of services, the vendor is aware and warrants that no services will be rendered under the contract until it has been signed by both parties. Vendor 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 vendor in violation of this clause, is without legal authority to so.
- f. Authorization. The vendor has taken all action necessary for the approval and execution of the contract, and execution by the person signing on behalf of vendor



is duly authorized by vendor and has been made with complete and full authority to commit vendor to all terms and conditions of the contract which shall constitute valid, binding obligations of the vendor.

- g. Intellectual Property. That in performing the services, neither the vendor 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 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.
- h. No Legal Actions Preventing Performance. As of the date of the contract, vendor 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 vendor's ability, or the ability of its subcontractor(s) to perform its obligation under the contract.
- i. No Conflict with Other Government Contracts. The vendor 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.
- j. Unemployment Insurance and Social Security. Vendor 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.

### **3.20 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.

### **3.21 Gifts and Gratuities Prohibited.**

No gift, gratuity, offer of employment or other item of value was offered or made by the vendor or to the best of vendor'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. The vendor and each of its subcontractors, is and shall remain in compliance with the FCC's rules governing the conduct of service providers participating in the E-Rate program.