

### **3.22 Employment Restrictions.**

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

### **3.23 Manufacturer Warranty.**

Vendor 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.

### **3.24 Independent Contractor.**

It is understood and agreed that the relationship of vendor to the Department is and shall continue to be that of an independent contractor. Neither vendor nor any of vendor'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 vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by vendor shall be the sole responsibility of vendor. The vendor agrees that neither vendor nor its staff or subcontractors shall represent themselves as employees or agents of the Department. The vendor 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.

### **3.25 Indemnification.**

The vendor 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 of the negligent or willful acts or omissions of the vendor, its officials, agents, employees and/or subcontractors in the performance of the contract.

The vendor 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 vendor 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 vendor(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 vendor, 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 vendor)

retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of vendor, subject to the right of vendor 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 vendor and vendor 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 vendor was conducting the defense.

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

### **3.26 Non-Liability of Department Officials.**

The vendor agrees that no Department member, employee, agent, officer or official shall be personally charged by vendor, 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 vendor, its members if a joint venture, or any subcontractors.

### **3.27 Insurance Requirements.**

The vendor, at its own expense, shall procure and maintain insurance for all operations under the contract, whether performed by vendor or by subcontractors. The vendor shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are described on Exhibit C.

### **3.28 Non-Discrimination.**

During the Term of the contract and any extension or renewal thereof, the vendor 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 vendor 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.

### **3.29 Assignment of Contract.**

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

### **3.30 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.

### **3.31 Continuing Obligation to Perform.**

In the event of any dispute between vendor and the Department, vendor 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.

### **3.32 Survival/Severability.**

All express representations and warranties made or given in the contract shall survive the completion of services by the vendor 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.

### **3.33 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 San Juan, Puerto Rico and the parties hereby irrevocably submit to the jurisdiction of its corresponding forum.

### **3.34 Conflict of Interest**

In the performance of its services under the contract, the vendor 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 vendor 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 vendor 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 vendor 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 vendor has a conflict of interest, it will give written notice to the vendor of such conflict and will give the vendor thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

### **3.35 Joint and Several Liability.**

In the event that vendor, 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 vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

### **3.36 Tax Obligations.**

Vendors shall be responsible for complying with all applicable federal and local tax laws and regulations.

### **3.37 Non-appropriation.**

Expenditures not appropriated by the Department in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. 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 vendor 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 vendor for any amount in excess of the current appropriated amount.

### **3.38 Force Majeure.**

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

## 4 SPECIFIC TERMS AND CONDITIONS

### 4.1 Pre-Proposal Conference.

A Pre-Proposal Conference will be held as indicated in Table 1 for vendors interested in submitting proposals. Vendors are strongly encouraged to review this RFP very carefully prior to attending the meeting. Responses to questions submitted by the deadline indicated in Table 1 shall be provided at the Pre-Proposal Conference. In order to fully benefit from the participation in the Pre-proposal conference, vendors are advised to include Spanish-speaking personnel in their attending team, if needed.

Vendors are responsible for all of their costs associated with their participation in the Pre-Proposal Conference.

### 4.2 E-Rate Resource.

Vendor 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 reviews of the vendor's processes and forms and assist the Department with Beneficiary Audits and ensuring the vendor is full compliance with SLD/USAC and FCC requirements.

### 4.3 E-Rate Funding.

It is anticipated that a portion of the compensation authorized under the contract will be funded by the E-Rate program. Vendor shall institute a two-tiered billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible E-Rate services directly from the SLD/USAC in accordance with the rules and procedures established by the FCC and the SLD/USAC.

The PRDE shall only be responsible for the Non-Discounted Portion of E-Rate eligible services and the cost of Ineligible E-Rate services, the total of which shall not exceed the PRDE's Total Cost. The PRDE shall have no liability for the payment of certain invoices, costs, charges or fees billed by vendor or its subcontractor(s) as described in this Section. If the SLD/USAC denies funding for all or any portion of the invoices, costs, charges and/or fees of Eligible E-Rate services, the PRDE has the option of discontinuing the receipt of any services for which funding was denied by the SLD/USAC any time following ten (10) days' written notice to the vendor. In the event of suspension or discontinuation of services or termination or expiration of the contract, the PRDE shall only be responsible for the Non-Discounted Portion of E-Rate Eligible services and any expenses incurred which (i) do not exceed the PRDE's Total Cost; (ii) have the prior written approval of the PRDE; and (iii) are for orders placed prior to the date of such suspension or discontinuation of services, termination or expiration of the contract.

#### **4.4 SLD/USAC Procedure.**

The SLD/USAC will specify in the FCDL the approved discount level and the approved funding amount of any services. Once the FCDL has been issued and the installations have 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 vendor. The PRDE will separately notify vendor when to begin the eligible E-Rate installations after the FCDL is issued. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The PRDE will notify vendor 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.

#### **4.5 E-Rate Representations and Warranties by Vendor.**

Vendor 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. Vendor 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, Vendor 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 vendor 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. Vendor is also solely liable for repayment to the SLD\USAC of E-Rate discount funding paid improperly as a result of vendor's failure to follow SLD\USAC procedures and requirements and/or improper billing by the vendor. The PRDE is not liable for any delays in payment by the SLD\USAC to vendor.

#### **4.6 E-Rate Invoices.**

The following requirements apply if the FCC Form 474 (Service Provider Invoice) process is being used.

- a. The service provider will invoice the undiscounted portion of installations directly to the Department. This percentage will be paid by the Department to the service provider at such time as it is funded by USAC. The service provider will invoice the SLD or USAC the remaining discounted percentage of the contracted amount, pursuant to the procedures set forth immediately below.
- b. When the Department purchases are made using available E-Rate funding, the service provider will be required to submit FCC Form 474 to the Department after services and/or equipment have been delivered, installed and are operational, but before any submission to USAC for reimbursement. As described in more detail below, the service provider must show the full amount of the invoice and then show the appropriate percentage due from the Department and from SLD or USAC.



- c. Invoices related to FCC Form 474 must:
- Contain all goods and services provided by the service provider and must reflect all charges to both the Department and USAC. This invoice must contain a comprehensive itemization of all charges by service type, product, or job itemization and clearly set forth the appropriate percentage of payments due from USAC and the Department, respectively.
  - Itemize all E-Rate eligible goods and/or services being procured per the corresponding the Department purchase order. Ineligible goods and/or services should not be included on FCC Form 470 and should be invoiced separately.
  - 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 by the Technology E-Rate Team. The service provider will only be permitted to submit the FCC Form 474 to USAC after receiving written approval from Department.
  - Be free of variances between items delivered and items billed. If variances are found, the Department will notify the service provider of such variances and that the invoice has not been approved. Corrected invoices must be re-submitted via the FCC Form 474 process previously described.
- d. The service provider shall include the following information on all invoices submitted to the Department for E-Rate eligible equipment and/or services:
- Date of invoice
  - Date(s) of installations
  - Service Provider Identification Number (SPIN)
  - PRDE's Billed Entity Number
  - Purchase Order number
  - Funding Request Number ("FRN")
  - Service provider's signature on invoice attesting to the accuracy and completeness of all charges
  - Detailed description of equipment installed and materials supplied that matches the Department's contract specifications, Form 470 and Form 471 descriptions of same
  - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
  - Invoice on service provider's letterhead or on a service provider-generated form
  - Proper E-Rate discount percentage as set forth by the applicable FRN and USAC Funding Commitment Decision Letter



- e. On a monthly basis, as services are accepted by the PRDE, vendor shall submit invoices and supporting documentation to the PRDE for written approval. Such invoices and supporting documentation must be acceptable to the PRDE. Pursuant to the instructions of the PRDE, such invoices shall include the full cost of ineligible E-Rate and eligible E-Rate services. Vendor is responsible for providing proof of delivery and/or installation for the full cost of approved ineligible and eligible E-Rate services.

#### **4.7 Invoice Approval**

The Designated Contact Person or designee shall review invoices in keeping with the normal business processes of the PRDE. Compensation shall be based on actual services provided during the Term of the contract, and the PRDE shall not be obligated to pay for any services not in compliance with the contract. The PRDE shall process invoices and make payments in its normal course of business. Vendor shall notify the PRDE immediately if vendor is unable to submit the final invoices to the PRDE within the time frame described above and indicate to the PRDE when the vendor shall submit the final invoices to the PRDE. By submitting the final invoices to the PRDE late, the vendor acknowledges that the PRDE may not be able to review the final invoices in time for the Form 474 (as defined below) to be submitted to the SLD/USAC and agrees that the PRDE will not be liable for the Discounted Portion of E-Rate Eligible services should the final invoices not be submitted to the SLD/USAC by the Invoice Receipt Deadline.

#### **4.8 Invoice Service Verification**

The Department reserves the right to request an Invoice Check to verify that all internal connection invoices submitted to the SLD/USAC for payment are for services actually delivered, and that only Department-approved FCC Forms 474 have been submitted to USAC for reimbursement.

At the request of USAC prior to the release of payment, the service provider will be required to obtain a certification from the Department verifying that goods or services referenced on an FCC Form 474 have been delivered and/or installed (ref. <http://www.usac.org/sl/applicants/step11/invoice-check.aspx>).

#### **4.9 E-Rate Reviews.**

Vendor shall conduct a year-end program and financial review of its E-Rate activities, including but not limited to:

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

Vendor 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. Vendor 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 vendor to meet the auditing requirements of the contract and/or the FCC/SLD/USAC in any matter. Vendor 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.

#### 4.10 Time of Performance.

- a. During the Term of the contract, vendor 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 vendor'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 vendor, vendor nonetheless remains liable to complete all obligations under the contract at no additional cost to the PRDE. The PRDE has no responsibility to vendor for any reduction in E-Rate funds payable by the SLD/USAC due to vendor's failure to complete its obligations under the contract by the Service Delivery Deadline.
- b. Vendor 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 vendor shall be assessed on a fixed amount basis as described in the contract. The PRDE and vendor further agree that the imposition of liquidated damages is a reasonable measure of the PRDE's damages. Vendor 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 vendor under the contract. If the monies due to vendor are insufficient or no monies are due to vendor, then the vendor 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 a "Force Majeure" as set forth in the General Terms and Conditions.

#### **4.11 Exclusion of Liability for E-Rate Funding.**

The PRDE shall have no liability for the payment of invoices, costs, charges or fees billed by vendor 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 vendor 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 vendor 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 installations which were initially paid to vendor by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under a COMAD. Vendor shall be solely responsible for meeting a COMAD demand payment made by SLD/USAC.

#### **4.12 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.

#### **4.13 Account Management.**

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

#### **4.14 Vendor not an Authorized Representative of PRDE.**

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

#### **4.15 Key Personnel and Subcontractors.**

Any key personnel of the vendor 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. Vendor 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, vendor 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 vendor's obligations under the contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which vendor 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 vendor 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, vendor will remove such Key Personnel from the Department's account and provide a replacement in a timely manner.

#### **4.16 General Safety Guidelines:**

- a. Vendor shall be solely responsible for safety in performing the services. Vendor 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 vendor's safety manual.
- b. Vendor, 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. Vendor shall make good any such damage, injury, or loss. Vendor is responsible for school site security.
- c. Vendor, 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. Vendor shall comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Vendor, and its subcontractors shall cooperate with any other vendor 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, vendor, without special instructions or authorization from the Department, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. Vendor 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 vendor or its subcontractors, vendor 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 installations endangers adjoining property or persons, upon written notice from the Department to the vendor, the services and installations shall be stopped and the method of operation changed in a manner acceptable to the Department. Vendor acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that delivery schedules may be postponed as a result thereof.

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## 5 THE PRDE NETWORK INFRASTRUCTURE

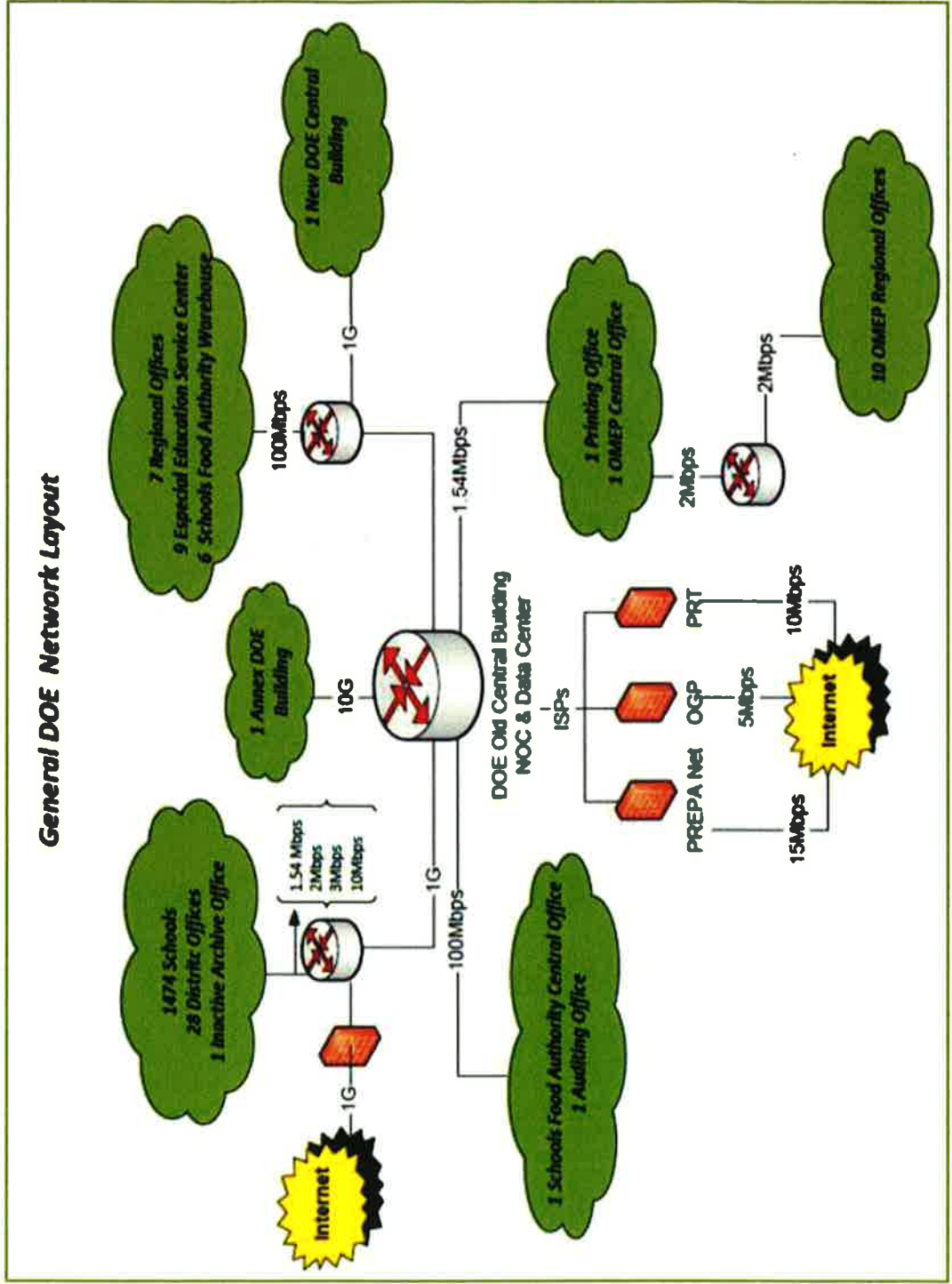
The PRDE data network is comprised of the following facilities:

|                            |   |
|----------------------------|---|
| Schools:                   | 1483                                      |
| Regional Offices:          | 7   |
| District Offices:          | 28  |
| Central Offices:           | 3 (Central Office, Data Center and Annex) |
| Special Education Centers: | 9   |
| Printing Office:           | 1   |
| Food Authority Facilities: | 7   |
| OMEF Facilities:           | 10  |
| Document Archive Facility: | 1   |
| Auditing Office:           | 1   |

Diagrams of the Department networks are on the immediately succeeding pages.

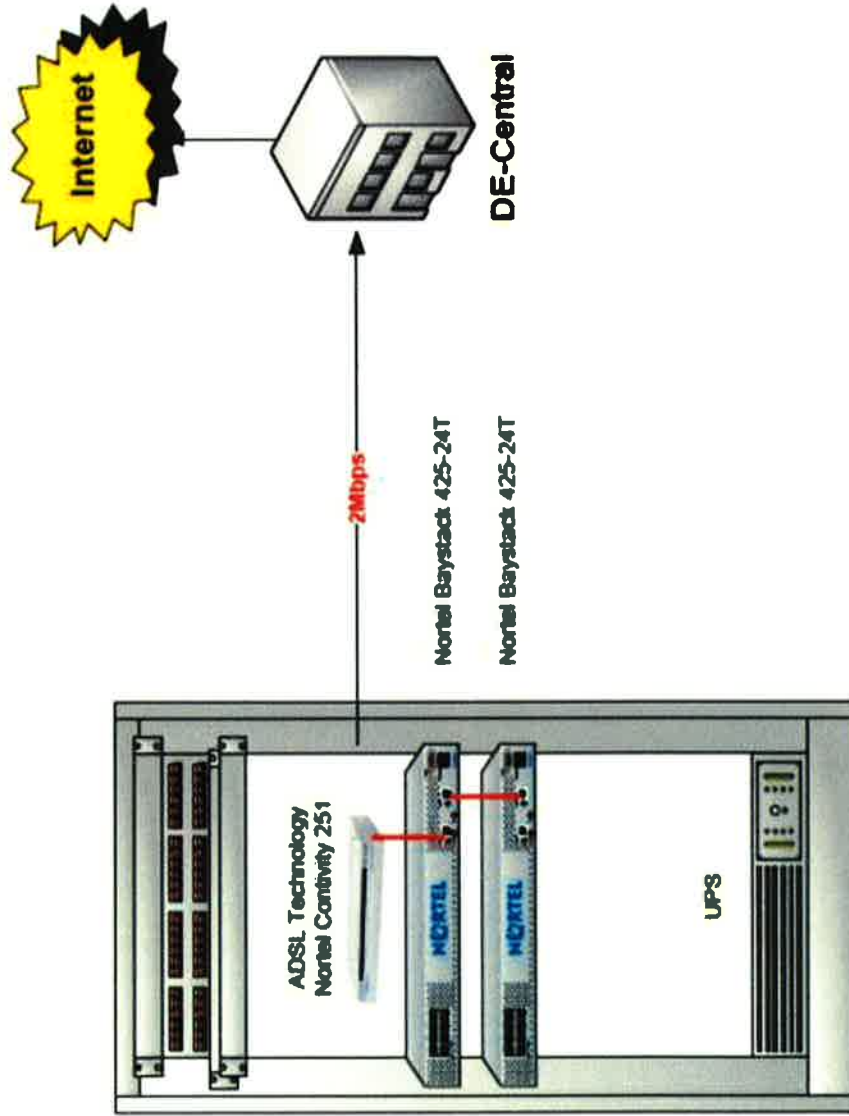
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5.1 PRDE Network

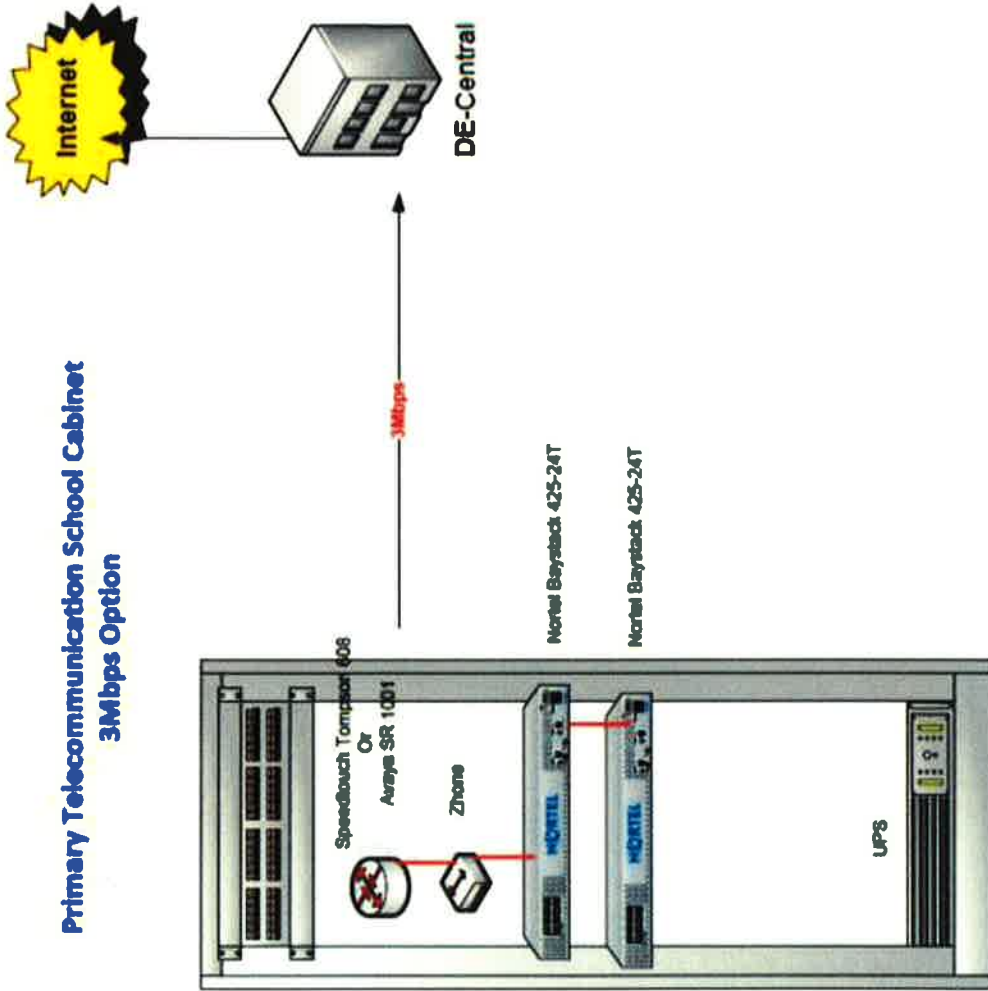


## 5.2 PRDE Telecommunications Network

### Primary Telecommunication School Cabinet 2Mbps Option



**Primary Telecommunication School Cabinet  
3Mbps Option**

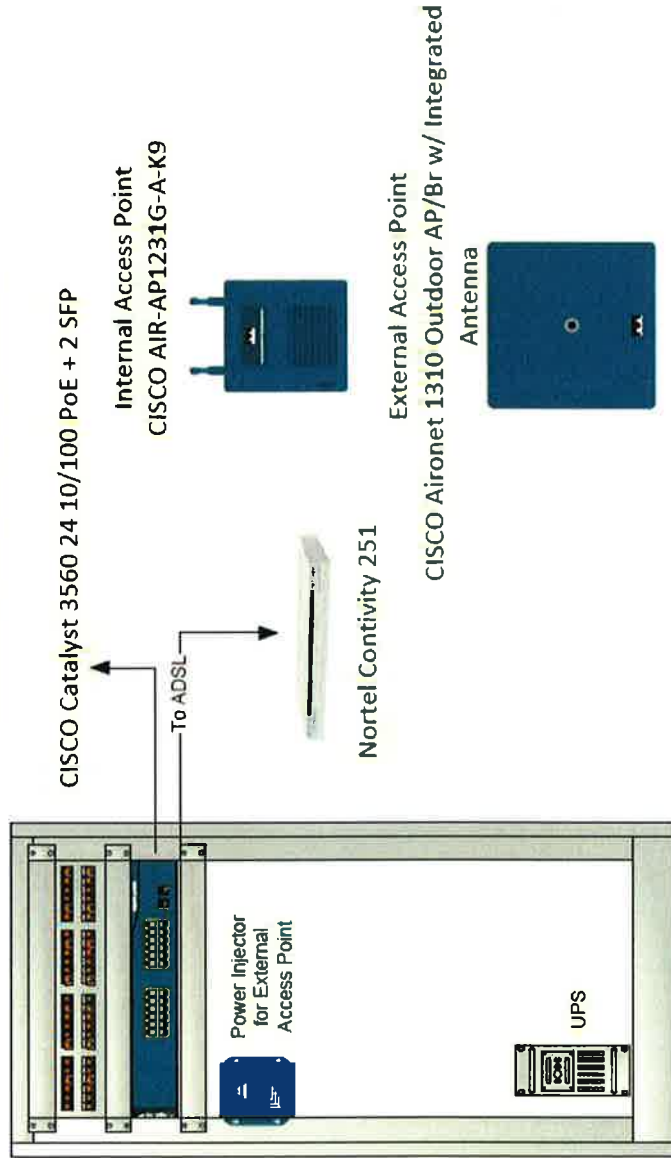




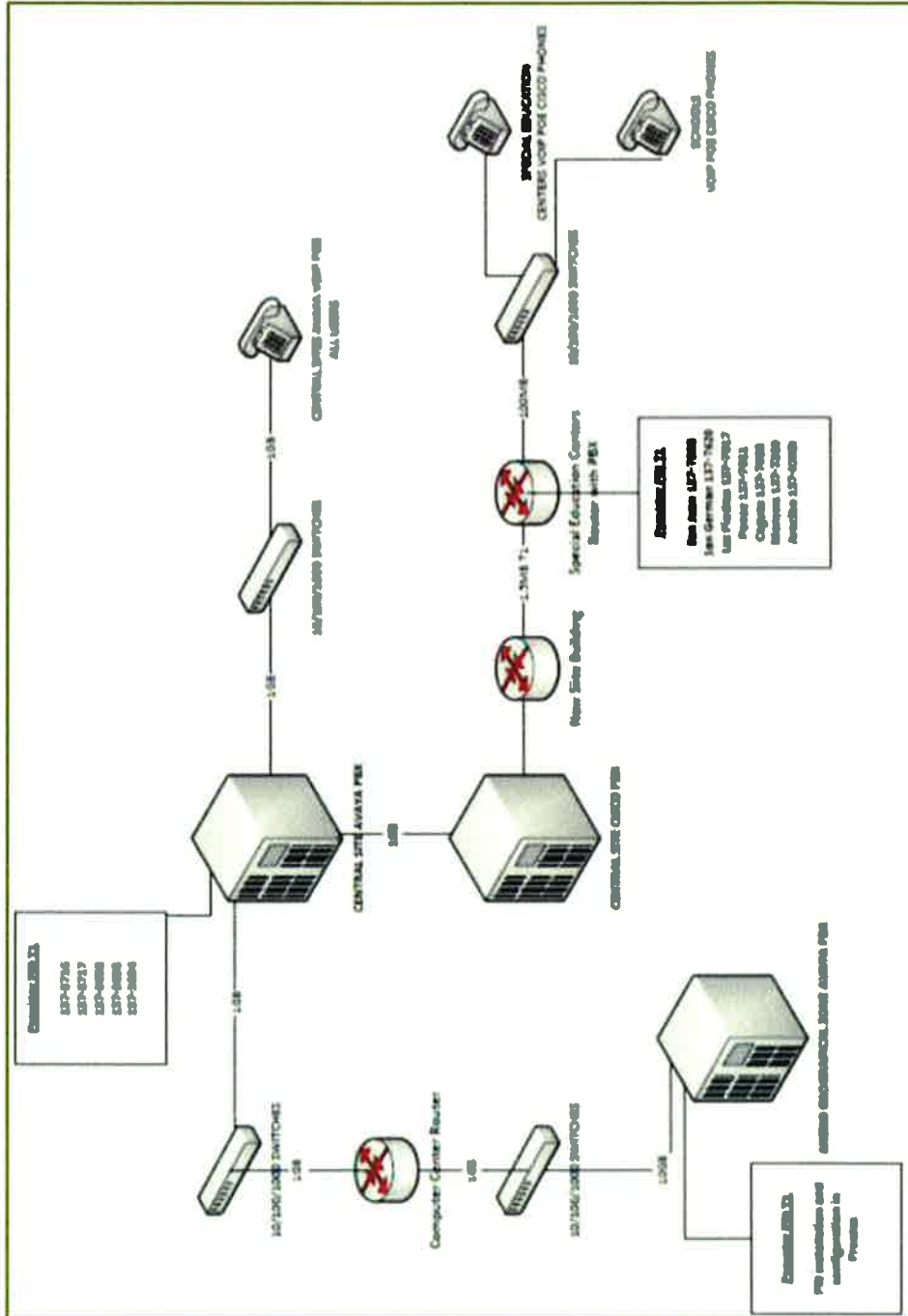
### 5.3 School Administrative Network

The majority of school local area networks (LANs) are currently segmented into two networks, one for administrative areas (e.g., main office) and the other for instructional areas (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 concentrators may consist of hub(s) and/or switch(s). A sample diagram of a school administrative network is set forth below.

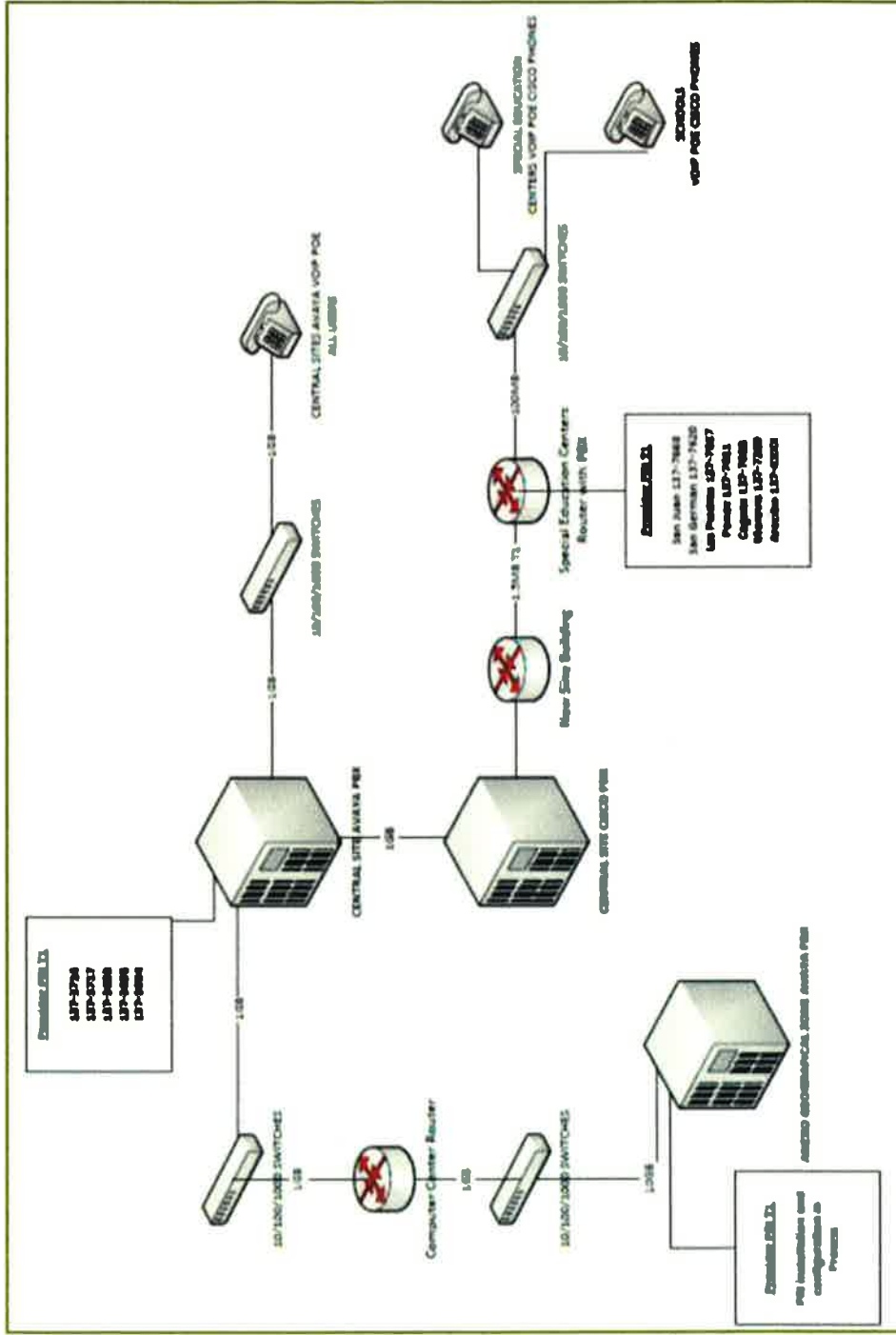
#### Administrative School Network



### 5.4 PRDE Central Office PBX System



### 5.5 PRDE Regional and District Office PBX System



## 6 INTERNAL CONNECTIONS

### 6.1 Overview of Internal Connections

#### 6.1.1 Warranties:

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

#### 6.1.2 Classroom wiring components

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.
2. Install one (1) drop for each computer or Ethernet device in each of the Department's schools and administrative buildings (approximately 1,500), for up to 100,000 computers and Ethernet devices in the Territory.
3. Installation of drops must comply with the following and with the PRDE standard:
  - a. PRDE standards: <http://dde.pr/erate> or <http://intraedu.dde.pr/erate>
  - b. ANSI/TIA/EIA-568-B, Commercial Building Telecommunications Cabling Standard.
  - c. ANSI/TIA/EIA-568-B.1, Commercial Building Standard for Telecommunications Cabling Standard Part 1 General Requirements, 2001.
  - d. ANSI/TIA/EIA-568-B.2, Commercial Building Standard for Telecommunications Cabling Standard Part 2, Balanced Twisted Pair.
  - e. ANSI/TIA/EIA-569-A, Commercial Building Standard for Telecommunications Pathways and Spaces.
  - f. ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
  - g. ANSI/TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications.
4. In the telecommunications area (MDF, concentrator boxes, etc.), vendors much follow the ANSI/EIA standards:
  - a. All racks used in MDF rooms or telecommunications closets shall be 7' tall, aluminum or steel floor-mounted and have mounting rails for standard 19" equipment.
  - b. All racks shall meet the ANSI/EIA 310-D standard and include the universal 1/2" to 5/8" hole pattern drilled on the front and rear.
  - c. All racks shall be properly grounded and bonded in accordance with ANSI/TIA/EIA-607.

- d. A minimum 6 AWG green conductor shall be used for grounding.
- 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.

For pricing, vendors should assume the following school counts:

| SCHOOL SIZE | ESTIMATED # OF SCHOOLS | # OF BUILDINGS | # OF CLASSROOMS    | PER SCHOOL ESTIMATES  |
|-------------|------------------------|----------------|--------------------|-----------------------|
| Small       | 250                    | 1-2            | 8-10 Per Building  | 2 Concentrator Boxes  |
| Medium      | 750                    | 3-5            | 11-14 Per Building | 5 Concentrator Boxes  |
| Large       | 500                    | 6-10           | 15-20 Per Building | 20 Concentrator Boxes |

- 6. For switch interconnections (Backbone) use:
  - a. UTP Cat 6
  - b. FiberOptic

**6.1.3 School network switches:**

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

| SCHOOL SIZE | ESTIMATED # OF SCHOOLS | ESTIMATED # OF CONCENTRATOR BOXES | ESTIMATED # OF SWITCHES |
|-------------|------------------------|-----------------------------------|-------------------------|
| Small       | 250                    | 500                               | 500                     |
| Medium      | 750                    | 3,750                             | 3750                    |
| Large       | 500                    | 10,000                            | 10,000                  |

- 2. One UPS 2700 Watts / 3000VA per concentrator box
  - a. Input 120V / Output 120V interface
  - b. Six outlets
  - c. Rack height 2U

| SCHOOL SIZE | ESTIMATED # OF SCHOOLS | ESTIMATED # OF CONCENTRATOR BOXES | ESTIMATED # OF UPS UNITS |
|-------------|------------------------|-----------------------------------|--------------------------|
| Small       | 250                    | 500                               | 500                      |
| Medium      | 750                    | 3,750                             | 3750                     |
| Large       | 500                    | 10,000                            | 10,000                   |

- 3. Industry standard management and configuration module.



#### 6.1.4 DOE Central Office - network switches:

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
4. 10 Access Points (Cisco or equivalent)
5. 20 UPS 2700 Watts / 3000VA
  - a. Input 120V / Output 120V interface
  - b. Six outlets – minimum
  - c. Rack height 2U
6. Industry standard management and configuration module

#### 6.1.5 Terminal Servers and Software

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):

| Server Type | Memory      | Total Size<br>Local Disk | RAID<br>Level(s) | Storage | NIC Speed                                      |
|-------------|-------------|--------------------------|------------------|---------|--|
| Terminal    | 6 GB<br>Min | 500 MB to<br>1 TB        | 1                | 80 GB   | 100 Mb/s or Faster; Up<br>to 16t physical NICs |

## 6.2 Installation Requirements

- a. The Department requires the vendor to share access to all installed devices, including “enable” and/or “root” level passwords to allow the vendor and the Department to jointly accomplish operational configuration.
- b. 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.
- c. The Department requires all personnel working on the Department’s network to be highly qualified and to be trained on the Department’s network equipment (sometimes referred to as environment) prior to installing any equipment. 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.
- d. The vendor shall provide the Department with updated diagrams/drawings as the vendor installs equipment and cabling changes to the LAN (e.g. equipment). The diagrams must be available in Microsoft Visio format and submitted to the Department in electronic format. Each device in the diagram will include, but is not limited to, the following data:
  - Make and Model
  - Hostname
  - IP information

- IP Subnets/VLANs
  - Ports connected to IP phones
  - Uplink ports
  - Serial number
  - Location
  - Asset tag number
- e. As part of the services, vendor shall provide the Department with a complete inventory of all wiring and equipment and devices installed. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-Rate funds. The asset management of the environment is to include:
- (a) Logical inventory (e.g. OS versions, patch levels, configuration settings;
  - (b) Physical inventory (e.g. Location (Address, floor, room, rack etc.), device make/model, RAM, CPUs); and
  - (c) Asset inventory (e.g. warranty agreements and terms, support codes/numbers).
- f. All installed equipment must include the standardized operating system for that device and proper configuration. Vendor shall work with the Department in order to establish the proper testing procedures for any equipment installed and provide the proper configuration backups on all covered equipment.

## 7 SUBMITTAL REQUIREMENTS

### 7.1 Procurement Guidelines, Conditions and Procedures

This section provides vendors with relevant information on the conditions and procedures under which proposals for the required procurement items are to be developed, submitted and managed by the PRDE. All vendors interested in submitting a proposal must meet the following preliminary criteria:

- a. The vendor must have prior experience performing the proposed services at a multi-school environment, within a US Department of Education jurisdiction.
- b. The vendor must also be listed in the Single Registry of Bidders to be eligible to do business with the Department.

### 7.2 Proposal Delivery

Proposals must be delivered to the PRDE by the deadline identified on the cover page of this proposal and in Table 1, to the following:

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

### 7.3 Format of Response.

- A. One (1) original signature set of proposal shall be submitted with pages numbered in a plastic three-ring binder with section dividers for each item to be included in the proposal. Please do not send the original proposal set in spiral or velo binders. The original set of proposals shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. .
- B. Seven (7) exact copies of the original set of proposals shall be submitted either on standard 8 1/2" X 11" bond paper bound on one side, or on CD, disk or jump drive.
- C. All vendor proposal signatures must be in ink. Signatures printed mechanically or with pencil or rubberstamps shall not be accepted by the PRDE.

### 7.4 Contents of Response.

Vendor responses shall include each of the items listed on Exhibit D attached hereto and made a part of this RFP.

#### 7.4.1 Company Questionnaire and Background Information.

Vendor shall include a completed Vendor Questionnaire Form, which form is attached hereto as Exhibit E. The vendor should also provide the following information regarding the vendor presenting the proposal:

- Company background information, including topics such as overall direction, history highlights, size and market presence, industries and lines of business, customers served, resources and technology; and
- Number of personnel available to support the PRDE's services

#### 7.4.2 Qualifications of the Company.

Describe experience in providing the services requested in the RFP. Describe previous experience working in partnership with businesses, academic and governmental agencies for the past three (3) years.

#### 7.4.3 Qualifications of Key Personnel.

To provide assurance of capability, submit the names, qualifications, education and experience of personnel expected to be assigned to support the project.

#### 7.4.4 Subcontractors.

Identify all subcontractors the vendor intends to use, describe their experience and skills, and the percentage of installations the vendor expects each subcontractor to complete.



**7.4.5 References.**

A minimum of three (3) references from programs of similar scope and magnitude for which the vendor is currently providing services similar to the services required herein. The telephone number of the contact person shall be provided. The vendor must also indicate whether the vendor is performing the services as a prime or as a subcontractor, the percentage of the work being performed by the vendor.

**7.4.6 Financial statements.**

Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years and the most recent quarterly report shall be provided. 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 vendor(s).

**7.4.7 Evidence of Bonding Capacity.**

Evidence of bonding capacity must be provided by a surety company on company letterhead that includes the name of the bonding company. Vendor shall be required to provide the Department with a performance bond prior to the start of services, in proportion to the program size.

**7.4.8 Insurance requirements.**

Evidence of current insurance coverage shall be submitted. If vendor's current coverage does not meet the requirements stated in this RFP, the vendor shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these services.

**7.4.9 Joint ventures.**

A copy of the executed joint venture agreement, if applicable, shall be submitted.

**7.4.10 Licensing and Designations.**

Submit copies of licenses and all other licenses required to provide services to the Department.

**7.4.11 Recent Legal Actions.**

List, and briefly describe, any and all legal actions in the past three (3) years in which the vendor 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. Vendors must also identify any lawsuits or other legal proceedings 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. Vendors must attach a copy of, and specify the current status of, any such proceedings (Governmental Ethics Code of the Commonwealth of Puerto Rico).

#### **7.4.12 Certificate of Eligibility.**

Vendors shall include evidence of their inclusion in the Bidder's Registry.

#### **7.4.13 Compliance with E-Rate Program Requirements.**

- Current and valid Service Provider Identification Number ("SPIN")
- Valid Federal Communications Commission Registration Number
- Service Provider Annual Certification verification (2010/2011 and/or 2011/2012) - SPIN contact page from USAC website will suffice
- Proof that supplier is not on the FCC Red-Light Status (requires FCC Registration Number and documentation from FCC). See <http://www.fcc.gov/redlight/>.
- Proof that supplier has submitted an updated Form 498, Service Provider Identification Number and Contact Information Form, with the required financial institution information sufficient to enable payments through electronic funds transfer.
- Evidence that vendor is listed in the Single Registry of Bidders ("Certificate of Eligibility")

#### **7.4.14 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.

#### **7.4.15 Law for Investment in the Puerto Rican Industry.**

If applicable, vendor shall submit information establishing eligibility for a specific percentage of preference approved by the Board of Investment in the Puerto Rican Industry Act No. 14) in its proposal.

#### **7.4.16 E-Rate Resource/Consultant.**

Describe the qualifications of vendor's E-Rate resource/consultant who is familiar with the E-Rate invoice process and submission process to the SLD. A resume shall be submitted as part of this submittal.

#### **7.4.17 Cost Proposal.**

The selected vendor shall be required to perform all services as outlined in Section IV, Scope of Services. The vendor shall provide a Cost Proposal in

which the vendor shall perform the services requested in this RFP solicitation. The vendor shall submit the following:

- A detailed list of assumptions on which the proposed Cost Proposal is based.
- Details of projected reimbursable expenses.
- Vendor shall submit completed Price Proposals for the internal connections the vendor includes in its proposals. Sample cost templates are attached hereto as follows:
  - ✓ Internal Connections– Exhibit F
- Vendor shall identify all eligible and ineligible costs as delineated under E-Rate regulations. Vendors should consult the SLD Website for eligibility lists pertinent to the relevant eligibility conditions.

#### **7.4.18 Legal Terms and Conditions.**

If awarded the contract, vendor acknowledges that the terms and conditions shall be based on this RFP and not based on terms and conditions from any prior written contracts, if any, that the vendor may have had with the Department. In the event vendor and the Department fail to reach agreement as to the terms and conditions of the Contract, vendor's approval for award of the Contract shall be revoked by the Department.

#### **7.4.19 Certification of No Conflict of Interest.**

Vendors must explicitly certify that there is no conflict of interest in the sale and provisioning of the proposed procurement items to the PRDE. Commonwealth of Puerto Rico law prohibits direct or indirect conflict of interest with respect to a company and/or its employees when providing products or services to any governmental agency (Commonwealth of Puerto Rico Commerce Code of 1932).

### **7.5 Conformity with RFP Instructions**

Proposals are to be prepared in conformance with all the instructions, guidelines, conditions and requirements stated in this RFP. Vendors 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 vendor'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.

## 7.6 Primary Vendor

Due to the nature of the RFP, the PRDE recognizes that not all interested vendors are prepared to independently provide all of the required procurement items. Hence, one vendor may opt to subcontract the services of other vendors in order to present a proposal. In such a case, however, the PRDE will only accept a proposal from a single vendor (the "primary vendor") for all required procurement items. This primary vendor is expected to assume all responsibility over the procurement, evaluation and selection process.

## 7.7 Proposal Preparation Cost

The entire cost of preparation of proposals will be independently borne by vendors. Under no circumstances may vendors collect proposal preparation charges from the Department, (even in the case of a cancellation of this RFP).

## 7.8 Type of Contract

It is anticipated that a fixed cost contract will be awarded as a result of this procurement process (based on a firm fixed cost for the required procurement items). In addition to the provisions of this RFP, any additional clauses or provisions required by Federal or Commonwealth of Puerto Rico laws or regulations in effect at the time of execution of the contract will be included within the scope of the fixed cost contract.

## 7.9 Restrictions on Communications with the PRDE

From the date of release of this RFP until such time as vendor selection is made and announced, and, for the selected vendor, until a contract is signed, all contact with Department staff and contractors involved in this procurement is prohibited, except as follows:

- The designated E-Rate Director may be contacted orally, and/or in writing
- Staff may be addressed in their official capacity at the Pre-Proposal Conference
- Staff present or directly involved in any formal presentation may be addressed directly at those times
- Firms or individuals may continue to conduct other on-going business relationships with the Department or its contractors, so long as they are independent of this procurement and unaffected by it

Violation of this condition shall be considered sufficient cause for immediate rejection of a vendor's proposal.

## 7.10 RFP Questions

The PRDE will distribute answers to all questions pertaining to this RFP and received by the deadline, at the Pre-Proposal Conference. Responses to all vendor questions, regardless of which vendor submitted the questions, will be posted at

<http://dde.pr/erate>. In the interest of promptness, questions should be sent via email. The deadline for submittal of such questions is referenced in Table 1.

Only those explanations, clarifications or instructions formally provided by the E-Rate Director will be binding upon the Department.

### **7.11 RFP Amendments**

At any point in time before the date when proposals are due, the Department may exercise its option to amend this RFP. In such an event, a formal RFP Amendment document will be posted at <http://dde.pr/erate>. Vendors are strongly encouraged to check the designated website on a regular basis throughout the solicitation period for important notices, responses to questions and RFP amendment, if any. In their proposals, vendors must state acknowledgement of receipt of each Amendment.

The Department reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Notice of the online availability of such addenda will be furnished, without additional charge, to all those who have downloaded this RFP. If an addendum includes significant changes, the proposal submittal due date may be postponed by the number of days that the Department considers appropriate for vendors to revise their proposals. The announcement of a new due date, if any, will be included in the addendum.

Vendors shall acknowledge receipt of all addenda to the RFP documents in the proposer's Cover Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

After submission of proposals, no detailed information about the status of the evaluation process will be furnished until after awards are made.

### **7.12 Late Proposals**

Any proposals received at an address other than the one indicated above, or at a time after the time established in Table 1, will not be considered by the PRDE. The time of receipt at the Department is the time-date stamp of the Department on the proposal wrapper or other documentary evidence of receipt maintained by the PRDE.

### **7.13 Withdrawal of Proposals**

Vendors may not withdraw proposals after the deadline established for delivery of proposals.

### **7.14 Proposal Clarifications**

Throughout the proposal evaluation process, the E-Rate Director may contact the vendor with questions specific to the submitted proposal, mainly for clarification purposes. Vendors are expected to provide documented replies to said questions and clarifications, and are advised that such replies shall become binding to their offer.



### **7.15 Finalist Selection**

At the Department's option, and based on the submitted proposal, one or more vendors may be selected as a "Finalist" of the procurement process. The date by which the Department expects to have identified Finalist proposals is stated in Table 1.

Mainly, Finalist status implies that the PRDE will require the specific vendor to prepare and deliver formal presentations regarding the proposal and the corresponding procurement items. Upon notification of Finalist status, vendors will receive specific instructions regarding the presentations. However, vendors are advised to prepare to cover all of the areas and items offered in their proposal.

Should a vendor be identified as a Finalist, the corresponding formal presentations will be held in San Juan, Puerto Rico at mutually agreeable dates and times, within ten days of the Department's requested presentation dates. Presentations shall address the procurement items offered in vendor proposals, and may not be used to change or alter them at all. Failure of a vendor to commit to a satisfactory date for the formal presentation may result in disqualification of the vendor as a Finalist. The PRDE's decision in this matter shall be final. All costs related to the presentations will be exclusively borne by the vendor.

Finalist vendors may be involved in additional evaluation activities, such as detailed product demonstrations or evaluations, site visits, and/or detailed discussion meetings. In the case of detailed product demonstrations, vendors will be expected to demonstrate the proposed product's compliance with the stated functional requirements, to the PRDE's satisfaction.

The PRDE reserves the right to establish which additional Finalist activities may be required, when they will be required, and with which Finalist vendors.

### **7.16 Vendor Selection**

Based on its internal evaluation and the results of the formal presentation process, the PRDE expects to have a preferred vendor by the date established in Table 1. The selected vendor is expected to be ready to immediately enter into a contracting process, which is expected to culminate by the date established in Table 1.

### **7.17 Vendor Protests.**

All Department procurements shall be conducted in a manner which assures that all prospective vendors are afforded fair and equal consideration in the selection of the successful contractor and the award of Department contracts in order to preserve and maintain the integrity of the procurement process. To that end, any vendor adversely affected by an award under this RFP may submit an application for Review with the Administrative Review Board within then (10) calendar days following the issuance of the notice of award by the Department. Protests pertaining to the content of this RFP must be filed within ten (10) calendar days after the date of the issuance/release of this RFP.

### **7.18 Unified Government Vendor Register.**

Prior to contract execution, the selected vendor must present evidence of its registration in the Unified Government Vendor Register, administered by the Commonwealth of Puerto Rico General Services Administration. Additional information can be found at [www.asgpr.com](http://www.asgpr.com).

### **7.19 Vendor Certifications.**

Upon proposal submittal, vendors must certify that none of the employees of the Department or any of its dependencies have a pecuniary interest in their offer. Additionally, vendors must certify that proposals have been prepared and developed without collusion with any of the Department's officials or other eligible vendors, and without effort to preclude the Department from obtaining the best competitive proposal. Each vendor is required to submit the No Collusion Affidavit attached as Exhibit G with their proposal(s).

### **7.20 Use of Proposal Ideas.**

The Department has the right to use any or all ideas and concepts presented in any proposal received in response to this RFP unless a vendor presents a specific statement of objection in the proposal. In no event will the Department be precluded from the use of ideas, which are not the proprietary information of the vendor and so designated in the proposal, or which:

- Were known to the Department before submission of such proposal; or,
- Properly become known to the Department thereafter, through other sources or through acceptance of the vendor's proposal.

### **7.21 Disclosure of Information.**

The proposal submitted in response to this RFP may contain copyright and/or patent-related information which the vendor may not want used or disclosed for any purpose other than evaluation of the proposal. Subject to provisions of Commonwealth of Puerto Rico Law, the use and disclosure of any such information may be so restricted, provided the information is clearly marked as "Trade Secret". If a contract is awarded to the vendor, the Department shall have the right to use or disclose the information to the extent otherwise provided in the contract or by law. The Department does not assume liability for the use of such information, whether marked or not.

### **7.22 Proposal Validity.**

Proposals must be valid for one hundred and eighty (180) days following the closing date of this RFP. This period may be extended by written mutual agreement between the vendor and the Department.

## 8 EVALUATION CRITERIA AND VENDOR SELECTION

### 8.1 Proposal Evaluation Process.

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

### 8.2 Evaluation Committee.

The PRDE intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. In making this determination, an internal Evaluation Committee will be appointed. The Evaluation Committee will review the proposals in accordance with the evaluation criteria and make a final recommendation to the Secretary as to the vendors meeting the Department's criteria to be awarded the contract.

### 8.3 Competency of Vendor:

No award will be made to any person, firm or corporation that is in arrears or is in default with the Department upon any debt or contract, or that is a defaulter upon any obligation to the Department, or has failed to perform faithfully on any previous contract with the Department.

### 8.4 Consideration of Responses:

The Chief Information Officer shall represent the Department in all matters pertaining to this RFP. The Chief Information Officer reserves the right to reject any response and to disregard any informality in the responses when, in her opinion, the best interest of the Department will be served by such action. **Vendors unable or unwilling to participate in the federal E-Rate Program will automatically be eliminated from this RFP process.**

### 8.5 Evaluation Criteria and Vendor Selection

Vendor shall also be evaluated on the following criteria (which are not necessarily listed in order or priority):

- a. Responses by vendors shall be evaluated in accordance with E-Rate rules which require that price to be the primary factor.
- b. Professional qualifications and experience of the vendor necessary for providing the services as outlined herein.
- c. Longevity of business organization.
- d. Experience with other contracts in a similar role.
- e. Quality of the Proposal.
- f. Financial stability of the vendor.



- g. Professional qualifications and experience of assigned personnel including the assigned personnel's ability to perform the services as reflected by technical training and education, general experience and specific experience in providing the required services.
- h. Available staffing of adequate personnel to provide required services.
- i. Past performance of the vendor on other contracts with the Department and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Department, other government agencies, or any other available sources, relevant information concerning the vendor's record of past performance.
- j. Quality of the responses received from the three (3) references.
- k. Capacity of the vendor to handle the assigned projects.
- l. Submission of all submittal requirements.
- m. Legal actions which may affect performance of the services required under this RFP.
- n. Responsiveness to the RFP's terms and conditions.
- o. Compliance with the Insurance Requirements cited herein.
- p. Evidence of Bonding Capacity.
- q. Compliance with E-Rate Program Requirements.

The Department reserves the right to award the contract in whole or in part in the best interest of the Department.

## **8.6 PRDE Discretion**

In submitting a proposal, each vendor recognizes, acknowledges and accepts that the evaluation of proposals requires the exercise of discretion on the PRDE's part, and that the Department shall exercise its discretion as it deems in the best interest of furthering the public policy of the Commonwealth of Puerto Rico.

**EXHIBIT A: SAMPLE LETTER OF INTENT TO PROPOSE**

**The Letter of Intent to Propose must be delivered to the address below by March 2, 2012.**

**TO BE SUBMITTED ON VENDOR LETTERHEAD**

[Date]

Jorge Toro Mc Cown  
E-Rate Director  
Commonwealth of Puerto Rico Department of Education  
Legal Division  
150 Federico Costas, 1st Floor  
San Juan, P.R. 00919

Dear Mr. Toro Mc Cown:

\_\_\_\_\_ (the "Vendor") has received a copy of RFP No. **SF (OC) 2011-117** entitled "**Request for Proposals for E-Rate FY2012 Internal Connections** (the "RFP")," issued 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 described in the RFP. All questions and requests concerning the RFP or our proposal(s) or qualifications should be directed to the following designated contact person:

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

The undersigned is the \_\_\_\_\_ 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:  
Title:



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

### 1. Key E-Rate Program Definitions:

- A. **“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.
- B. **“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.
- C. **“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.
- D. **“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.
- E. **“Discounted Portion of E-Rate Eligible services”** shall mean that portion of the charge for E- Rate eligible services, for which the vendor is able to seek reimbursement from USAC, as determined by the SLD/USAC in any Funding Commitment Decision Letter (“FCDL”).
- F. **“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.
- G. **“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.
- H. **“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.
- I. **“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.
- J. **“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.

- K. **“Recurring Services”** shall mean services generally offered on an ongoing basis and paid for in regular monthly, quarterly, or annual payments.
  - L. **“Non-Recurring Services”** shall mean those services generally offered on a one-time basis.
  - M. **“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.
  - N. **“SPIN”** shall mean a service provider identification number. It is the unique number assigned to each service provider participating in the USF.
  - O. **“Border Gateway Protocol (“BGP”)** shall mean the core routing protocol of the Internet. It works by maintaining a table of IP (Internet Protocol) networks or prefixes that designate network paths among autonomous systems.
  - P. **“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.
  - Q. **“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.
  - R. **“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.
  - S. **“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.
2. As part of the vendor’s participation in the E-Rate program, the vendor must comply with the requirements below: All SLD/USAC forms needed by the vendor can be found at: <http://www.universalservice.org/sl/tools/required-forms.aspx>.
- A. Vendor 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 vendor’s processes and forms and assist the Department with ensuring the vendor is compliance with SLD/USAC and FCC requirements.
  - B. Vendor must submit invoices and supporting documents approved by the Department as provided in Section III, 2.5, of this RFP.
  - C. File with the SLD/USAC a Service Provider Annual Certification form (SPAC – FCC Form 473).
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- D. Assist the Department with preparing all administrative paperwork required by SLD/USAC at the direction of the Information Technology Department E-Rate Director.
- E. Demonstrate knowledge and expertise of Federal Communications Commission ("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 vendor.
- 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 request 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 the Department's third-party auditors.
- M. Vendor shall also obtain and provide to the Department a FCC Registration Number and the vendor's Taxpayer Identification Number on or before the time of execution of the contract.
- N. Invoice Procedures: For E-Rate-related purposes, it is incumbent upon the vendor to include the following details for E-Rate-related services on its invoices as follows:
- Date of Invoice.
  - Dates of Installations.
  - Funding Request Number ("FRN").
  - Vendor signature on invoice attesting to accuracy and completeness of billings.
  - Detailed description of installations performed that matches contract specifications, Form 470, and Form 471.
  - Breakdown of amount to be billed to SLD/USAC (eligible charges) and amount to be billed to the Department (ineligible and other charges), indicating the full pre-discount cost with the discount.
  - Invoice on Vendor letterhead or on a vendor-generated form.



- The Department's Billed Entity Number (BEN) number – #135749 and E-Rate Funding Year.
  - Proper discount percentages are charged based on FCDL.
  - Copies of all manufacturer warranties and product information.
- O. Submit invoices to SLD/USAC only after services have been performed and signed off by the Department representative(s). The Department will utilize a progress payment schedule for all project-based services.
- P. Submit Service Provider Invoice Form (Form 474) to SLD only after issuing customer bills.
- Q. Include on customer bills sufficient detail to identify the specific services provided, when the services were provided, and the cost of the services. A customer bill that indicates an amount with a description such as "eligible E-Rate services" is not sufficient. The Department will provide the vendor the requirements for billing
- R. Indicate on the customer bill and or supporting documentation the make, model, and the serial number for any equipment provided.
- S. The submitter of an invoice (the vendor) should produce and maintain an analysis relating the SLD/USAC invoice (using the Invoice Number on Form 474 or the Reimbursement Form Number on Form 472) to the invoice numbers of the customer bill.
- T. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
- U. Include only services provided within the funding year on invoices submitted to SLD/USAC.
- V. Refund the SLD/USAC the appropriate portion of disbursements made by SLD/USAC for equipment that is returned.



## EXHIBIT C: INSURANCE REQUIREMENTS

Vendor must meet the following minimum insurance requirements:

1. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence for accident and disease. The workers' compensation policy shall contain a waiver of subrogation clause.

2. Commercial General Liability Insurance.

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.

3. Automobile Liability Insurance.

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

4. Technology Errors and Omissions.

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

5. Additional Insured.

The vendor shall have its General and Automobile Liability Insurance policies endorsed to provide that Additional Named Insureds as directed by the Department.

6. Insurance Certificate.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder in the contract and indicating the Additional Insured status as required therein. The Department will not pay the vendor for any services if satisfactory proof of insurance is not provided prior to the commencement of services. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to the Department.

7. General.

- A. Any failure of the Department to demand or receive proof of insurance coverage shall not constitute a waiver of vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Department that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements.
- B. The vendor's failure to carry or document required insurance shall constitute a breach of the vendor's agreement with the Department. Non-fulfillment of the insurance conditions may constitute a violation of the contract, and the Department retains the right to stop services until proper evidence of insurance is provided, or the contract may be terminated. Department will not pay the vendor for any services if satisfactory proof of insurance is not provided before the commencement of services.
- C. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by vendor. Any insurance or self-insurance programs maintained by the Department of Education do not contribute with insurance provided by the vendor under the contract.
- D. All subcontractors are subject to the same insurance requirements of vendor unless otherwise specified in the contract. The vendor shall require any subcontractors under the contract to maintain comparable insurance naming the vendor, the Department inclusive of its members, employees and agents, and any other entity designated by the Department, as Additional Insureds. The vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.
- E. The coverage and limits furnished by vendor in no way limit the vendor's liabilities and responsibilities specified within the contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the contract or any limitation placed on the indemnity in the contract given as a matter of law.
- F. The vendor agrees that insurers waive their rights of subrogation against the Department.
- G. Upon Department request, vendor and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Department reserves the right to modify, delete, alter or change insurance requirements at any time.





## EXHIBIT D: MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Vendor must submit their bids in a binder labeled with the following numerical tabs. Vendors must submit one (1) original, one (7) identical copies on paper, cd, disk or jump drive. Proposals are not to be sent by email. Each proposal shall contain the following:

1. Cover Letter, Vendor Introduction and Executive Summary
  - A commitment to provide the services described in the proposal and a written commitment to enter into a written contract with the Department for the services;
  - Include a brief narrative description of the company and its service offerings;
  - Identify the contact person for contractual negotiations, administration and for arranging an oral presentation, if required;
  - Identify and acknowledge that all amendments to the RFP were obtained and reviewed by the vendor (if no amendments have been received, a statement to that effect should be included);
  - Acknowledge that the vendor obtained and reviewed of all responses to questions issued by the PRDE (handed out at the Pre-Proposal Conference and posted online); and
  - Confirm that the proposed services and costs will remain valid for one hundred and eighty (180) days following the proposal date.
2. Vendor Questionnaire – Exhibit E
3. Internal Connections Price Proposal – Exhibit F
4. Non-Collusion Affidavit – Exhibit G – **Must be Signed & Notarized**
5. Proposal Guarantee
6. Evidence of inclusion in Bidder's Register
7. Customer References (minimum of 3) – Exhibit H
8. Designation of Subcontractors – Exhibit I
9. Proof of Insurance
10. Financial Statements

THE VENDOR **LETTER OF INTENT (EXHIBIT A)** MUST BE SUBMITTED TO THE PRDE E-RATE DIRECTOR **NO LATER THAN MARCH 9, 2012** IN ORDER FOR THE VENDOR'S PROPOSAL TO BE CONSIDERED.