

**ADDENDUM NO. 2
TO
PRDE RFP NO. PRDE-OSIATD-2019-005-
HYPER CONVERGED DATA CENTER AND BACKUP SERVICES**

January 22, 2020

CLARIFICATIONS AND AMENDMENTS TO THE RFP

All Other Terms Unchanged: Except as expressly provided in this Addendum No. 2, all provisions, terms and conditions of the Hyper Converged Data Center and Backup Services RFP remain in full force and effect unless otherwise amended in writing.

A. CLARIFICATION 1: PRE-PROPOSAL CONFERENCE LOCATION

DATE AND TIME: January 22, 2020 at 1:00 p.m.
LOCATION: Department of Education
Secretary's Conference Room
Str. Federico Costas NUM. 150
Hato Rey, PR 00919-0759

CLARIFICATION 2:

**APPENDIX III: SERVICE LEVEL AGREEMENT REQUIREMENTS
#2 PRDE HYPER CONVERGED DATA CENTER DATA BACKUP AND RESTORE
SERVICE LEVEL AND RESPONSE REQUIREMENTS; PARAGRAPH B**

B. Compensation, is clarified to include the Priority rankings that correspond to the penalties, as follows:

Failure to provide acceptable performance by Service Provider under the terms of this agreement will result in the following penalties:

<u>PRIORITY 1:</u> Failure to resolve performance issue within 24 hours	PRDE will reduce service fee to Service Provider by 15% for the month in which issue occurred
<u>PRIORITY 2:</u> Failure to resolve performance issue within 72 hours	PRDE will reduce service fee to Service Provider by 35% for the month in which issue occurred
<u>PRIORITY 3:</u> Failure to resolve performance issue within one (1) week	PRDE will reduce service fee to Service Provider by 50% for the month in which issue occurred

B. AMENDMENTS:

AMENDMENT 1.

SECTION II: GENERAL INVITATION

#1 PROPOSER ELIGIBILITY

Section II (General Invitation), Paragraph #1. Proposer Eligibility is amended to read as follows:

~~To be eligible to submit a proposal under this RFP~~, Proposers must comply with the following requirements:

- A. Registration with the Puerto Rico General Services Administration. The selected Proposer(s) must be registered in the General Services Administration's Registry of Eligible Government Providers (Registro Único de Licitadores, "RUL") at or before the execution of a contract with the Department, and shall provide a copy of the current certificate of registration upon request.
- B. File a Letter of Intent. Proposer must submit a letter stating its intent to submit one or more proposals in response to this RFP ("Letter of Intent"). The Letter of Intent shall be in the format set forth in **APPENDIX V** (Proposal Submittal Forms – FORM 10), and must be delivered to the PRDE by the deadline indicated on the cover page of this RFP.

If awarded a contract, the selected Proposer will be required to accept the award in writing and execute a contract containing, among other things, the general terms and conditions set forth in Section IV of this RFP. In the event the Proposer and the Department fail to reach agreement as to the terms and conditions of the contract, the Proposer's award of the Contract shall be revoked by the Department.

AMENDMENT 2.

SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

#4 FORMS TO BE SUBMITTED BY PROPOSERS IN PROPOSALS and FORM 2.A

#4. FORMS TO BE SUBMITTED BY PROPOSERS IN PROPOSALS is amended to read as follows:

Each Proposer must complete the Forms attached in Appendix V and summarized below. The completed forms must indicate whether Proposer's proposal is compliant with each requirement and include explanatory notes as appropriate. The completed ~~from~~ form should be included in Tab 3 of Proposer's proposal.

FORM 2.A. HYPER CONVERGED DATA CENTER SOLUTION GENERAL CHARACTERISTICS BELOW and in Appendix V, Proposal Submittal Forms, Form 2.A, are amended to read as follows:

General Descriptions	Mandatory for Points
<p>Hyper Converged system must be delivered in a complete and unified way: Hardware nodes, virtualized servers, virtualized Network and virtualized storage and management system will be supported from a unified management console, dedicated floor to ceiling caged closed containment for PRDE Hyperconverged Data Center equipment, the server cage entrance & exit should be made accessible using a biometric/keypad access system with two factor authentications (i.e.: fingerprint sensor/keyboard/keypad + access card control system) in addition to a physical lock and access log system. <u>The Cage Requirement is ELIMINATED.</u></p>	
	Yes

AMENDMENT 3.

SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

#6. DATA BACKUP AND RECOVERY SERVICES, Sections A, B and C

#6A. Remote Data Backup and Recovery Services, is amended to read as follows: ~~Local~~ Onsite & Remote Data Backup and Recovery Services.

In addition to Onsite backup and data recovery services at PRDE OSIATD Data Center Facilities, the solution should include Remote data backup and recovery services. The Remote data backup and recovery services can be: (a) to a Remote facility in the Continental United States; or (b) to a local Puerto Rico facility that replicates directly to a Remote backup facility in the Continental United States.

#6B, Form A, Data Backup and Recovery Services General Characteristics included herein in this Section 6.B below, and as included in **Appendix V, Proposal Submittal Forms, Form 3.A**, are amended to read as follows:

At Line 5 in Form 3.A: ~~Local~~ ONSITE backup solution based on hyper-convergence of minimum 4 Hosts (Services) with 2 CPUs, 512GB Ram, flash drives and minimum 10TB RAW capacity per server.

#6C, The Title of Form 3.B, Customer Support & Proposer Facilities included herein in this Section 6.C below, and the title as set forth in **Appendix V, Proposal Submittal Forms, Form 3.B**, are amended to clarify this form is applicable to Remote backup and recovery services, as follows:

FORM 3.B: Customer Support and Proposer Remote Local and Continental United States Facilities Information

The last line item in the section of “Remote backup services – Proposer facilities” is amended to read as follows:

<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Local (Puerto Rico) physical facilities minimum connection data bandwidth of 10Gbps to PRDE Data Center.	No		

AMENDMENT 4.

SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

#7. SERVICE DELIVERABLES

#7. Service Deliverables is amended to read as follows:

Each Proposer is asked to confirm its ability to meet the following deliverable requirements: Proposers submitting proposals on the Hyper-Convergence system and Backup and Recovery Services RFP shall confirm for all items A through S. Proposers submitting proposals to provide only Backup and Recovery Services shall confirm items A thru G and items M, Q, R and S.

- A. Data center hardware installation
- B. Power cabling and data cabling connectivity
- C. Physical switch installations & configurations and integration with virtual switches
- D. Firmware updates to the latest versions
- E. Software updates to the latest recommended compatible versions at implementation time.
- F. License(s) activation(s)
- G. Active Directory integration
- H. Storage Software Installation and Configuration
- I. Virtualized computer software configuration.
- J. Installation and configuration of network security software, to support micro segmentation, Layer 2 extensions to disaster recovery site, and load balancing.
- K. Installation and configuration of log collection tool (LogInsight).
- L. Installation and configuration of network management system. (Network Insight).
- M. Configuration of data backup and recovery services and integration with PRDE main data center.
- N. Integration of new hyper-converged solution with Department of Education actual environment.
- O. Migration of virtual machines to new platform.

- P. Virtual hardware updates.
- Q. Health check to the new platform upon final configurations.
- R. Realize Disaster Recovery tests.
- S. Knowledge Transfer on new platform management system.

AMENDMENT 5.

SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

#8 OTHER DELIVERABLES

#8.D. OTHER DELIVERABLES is amended to read as follows:

Each Proposer is asked to confirm its ability to meet the following additional deliverable requirements:

~~D. PRDE current Data Center equipment and hardware removal and disposal (decommissioning).~~ PRDE may require the relocation of some hardware equipment from the PRDE OSIATD Data Center Facilities to multiple sites.

AMENDMENT 6.

SECTION IV: GENERAL TERMS AND CONDITIONS, #6 PERFORMANCE BOND

#6. PERFORMANCE BOND is amended to correct the amount of the Performance Bond and to read as follows:

The Proposer that is awarded a contract pursuant to this RFP shall be required to submit a performance bond by a surety company authorized to do business in the Commonwealth of Puerto in an amount equal to 20% of the ~~three-year~~ one-year contract total. 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. The performance bond shall be maintained by the Proposer during the entire term of the contract and any extensions or renewals thereof. Evidence of the existence of performance bond of shall be provided by Proposer upon signature of contract.

AMENDMENT 7.

SECTION IV: GENERAL TERMS AND CONDITIONS, #16.G CODE OF ETHICS

#16.G. Code of Ethics. The first sentence of Section 16.G is amended to read as follows:

G Code of Ethics. The Proposer agrees to comply, and to cause each of its subcontractors to comply, with the depositions of the Anticorruption Code of the Government of Puerto Rico. [Act 1 of January 4, 2018.](#)

AMENDMENT 7.

SECTION IV: GENERAL TERMS AND CONDITIONS

#14. RECORDS RETENTION

#14. RECORDS RETENTION is amended to read as follows: “The Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposers services under the contract for at least ten(10) years after the last day of delivery of services under the contract, and any renewal period.”

The Proposer shall furnish the Department with such information as may be requested relative to the detailed service descriptions (including make, model and quantities), and the delivery and cost of services. The Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer’s services under the contract for at least ~~six (6)~~ ten (10) years after the last day of the delivery of services under the contract, and any renewal period. All such information shall be subject to inspection and audit by the Department, or their agents or representatives. The Proposer shall assume responsibility for its subcontractors’ compliance with the requirements on document retention and auditing. The Proposer shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the Department or their contractors the same right to inspect and audit said records.

The selected Proposer must maintain appropriate and sufficient documentation to show evidence of compliance with federal, state and local regulations. It is the responsibility of the Proposer to retain all financial and program records in an auditable manner to be accessed and provided to the United States Department of Education (USDOE), PRDE, the Puerto Rico Budget and Management Office (OGP from the Spanish abbreviation), the Puerto Rico Comptroller’s Office, or their designees at any time.

As stated above, all accounts, records and other supporting documentation pertaining to all costs incurred shall be maintained for ~~six (6)~~ ten (10) years from the last program activity, typically the submission of the final project disbursement report, or until the end of any investigation, monitoring or audit, whichever period is longer. Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include but are not limited to invoices with check numbers verifying

payment, and/or bank statements; time and effort logs for staff, salary/benefits schedules for staff.

AMENDMENT 8.

SECTION IV: GENERAL TERMS AND CONDITIONS

#9. CONTRACT TERMINATION; EVENTS OF DEFAULT

#9C3. Proposer Events of Default is amended to read as follows:

C. Proposer Events of Default. Events of default (“Events of Default”) include, but are not limited to, the following:

- 3) Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract or ~~the E-Rate program rules~~ the program rules of the US Department of Education (USDOE) Restart and other funds, the Federal Emergency Management Agency (FEMA), or other eligible federal programs and state funds, when applicable.

AMENDMENT 9.

SECTION IV: GENERAL TERMS AND CONDITIONS

#24. INSURANCE REQUIREMENTS

#24. INSURANCE REQUIREMENTS is amended to read as follows:

The Proposer, and/or its subcontractors, at ~~its~~ Proposer’s and/or subcontractors’ own expense, shall procure and maintain insurance for all operations under the contract, whether performed by Proposer or by subcontractors. The Proposer shall require any subcontractors under the contract to maintain comparable insurance naming the Proposer, the Department inclusive of its members, employees and agents, and any other entity designated by the Department, as Additional Insureds. The Proposer will maintain a file of subcontractor’s insurance certificates evidencing compliance with these requirements. The Proposer shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are described on **APPENDIX V** (Proposal Submittal Forms - FORM 9).

AMENDMENT 10.

SECTION V: SPECIFIC TERMS AND CONDITIONS

#11B. GENERAL SAFETY GUIDELINES

#11B. GENERAL SAFETY GUIDELINES is amended to read as follows:

Proposer, both directly and indirectly through its subcontractors, shall continuously protect the Department's property and adjacent property from damage, injury, or loss arising in connection with operations under the contract. Proposer shall make good any such damage, injury, or loss. Proposer is not responsible for school site security.

AMENDMENT 11.

SECTION VII: EVALUATION CRITERIA AND SERVICE PROVIDER SELECTION

#1. EVALUATION COMMITTEE

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

***** PUERTO RICO DEPARTMENT OF EDUCATION *****