



GOBIERNO DE PUERTO RICO



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

REQUEST FOR PROPOSALS (RFP) NO: PRDE-OSIATD-2019-005-
HYPER CONVERGED DATA CENTER AND BACKUP SERVICES

Table with 2 columns: EVENT and DATE/TIME\*. Rows include: Publication and release of RFP (Monday, December 30, 2019), Data Center Walk-Through (Optional) (10:00 a.m., Wednesday, January 15, 2020), Deadline for Submitting RFP Questions (10:00 a.m., Wednesday, January 17, 2020), Pre-Proposal Proposer Conference (Optional\*\*) and Responses to RFP Questions Published (1:00 p.m., Wednesday, January 22, 2020), Deadline for Submitting Letters of Intent (Mandatory) (10:00 a.m., Friday, January 24, 2020), DEADLINE FOR SUBMITTING PROPOSALS (10:00 a.m., Friday, January 31, 2020), Oral Presentation by Proposer Finalists (If Needed) (TBD)

\* All listed times are Atlantic Standard Time (AST)
\*\*The Pre-Proposal Proposer Conference would be held at the address below.

LATE PROPOSALS WILL NOT BE ACCEPTED
PROPOSALS SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED

PROPOSERS SHALL DELIVER THREE (3) COPIES OF PROPOSALS AS FOLLOWS:

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

ALL PROPOSALS MUST BE ADDRESSED AND HAND-DELIVERED BY PROPOSER OR
COURIER TO THE FOLLOWING ADDRESS BY THE DEADLINE:

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

All Proposer questions concerning the RFP and the competitive proposal process should be in writing and emailed to: rfp-datacenter@de.pr.gov. This RFP, all attachments and addenda are available for download at: https://de.pr.gov.

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



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

---

## Table of Contents

<b>SECTION I: ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION .....</b>	<b>1</b>
<b>SECTION II: GENERAL INVITATION.....</b>	<b>2</b>
<b>SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES .....</b>	<b>5</b>
<b>SECTION IV: GENERAL TERMS AND CONDITIONS .....</b>	<b>18</b>
<b>SECTION V: SPECIFIC TERMS AND CONDITIONS.....</b>	<b>34</b>
<b>SECTION VI: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS .....</b>	<b>39</b>
<b>SECTION VII: EVALUATION CRITERIA AND SERVICE PROVIDER SELECTION.....</b>	<b>48</b>

Appendix I: Registration Forms for Data Center Walk-Through and Pre-Proposal Conference

Appendix II: Service Requirements

Appendix III: Service Level Agreement Requirements

Appendix IV: Proposal Format and Submittal Checklist

Appendix V: Proposal Submittal Forms

Form 1 Proposal Signature Page

Form 2 Hyper Converged Data Center Solution Forms

2.A Hyper Converged Data Center Solution General Characteristics

2.B Hyper Converged Noted

2.C Virtualized Servers (Hypervisor)

2.D Virtualized Storage

2.E Virtual Machine Replication

2.F Cloud Hierarchical Storage Management

2.G Networking Equipment Requirements

2.H Network Insight General Characteristics

Form 3: Data Backup and Recovery Services Forms

3.A Data Backup and Recovery Application General Characteristics

3.B Customer Support and Proposer Facilities Information

Form 4: Price Proposal Forms

Form 5: Non-Collusion Affidavit

- 
- Form 6: Proposer Questionnaire
  - Form 7: Proposer References
  - Form 8: Designation of Subcontractors
  - Form 9: Certificate of Insurance Coverage
  - Form 10: Letter of Intent Submitted by Deadline (Mandatory)
  - Form 11: W-9 and SC 2908
  - Form 12: Proposer Experience



## GOBIERNO DE PUERTO RICO

---

DEPARTAMENTO DE EDUCACIÓN

Oficina de Sistemas de Información y Apoyo Tecnológico a la Docencia

### **REQUEST FOR PROPOSALS NO. NO. PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES**

December 30, 2019

#### **TO PROSPECTIVE PROPOSERS:**

The Commonwealth of Puerto Rico Department of Education (the "Department") is requesting proposals for the Hyper Converged Data Center and Backup Services pursuant to the above-referenced Request for Proposals (RFP). Notice of the RFP is published in El Nuevo Día and El Vocero newspapers on December 30, 2019, and on the PRDE website and the Budget Department's Bids and RFPs website

Proposers are requested to propose PRDE Hyper Converged Data Services to be provided under the direction of the Office of Information Systems and Technology Support during the term of the awarded contract. Each proposal must be in the format specified in the RFP, must include all of the required submittals specified in the RFP and be submitted by the deadline set forth on the cover page of the RFP. In addition, Proposers are invited to attend and participate (a) a walk-through of the current Department Data Center at 10:00 a.m. on January 15, 2020, and (b) a pre-proposal Proposer conference on January 22, 2020 at 1:00 p.m. All Proposers are required to submit the Letters of Intent to Submit a Proposal as specified in the RFP. The Department intends to award a contract to one (1) or more Proposers selected to provide services beginning after the execution of a contract.

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

Sincerely,

VÍCTOR ORTIZ PIZARRO  
Chief Information Officer

---

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

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

---

## SECTION I: ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION

---

### 1. OVERVIEW

The Puerto Rico Department of Education (the “Department” or “PRDE”) is the government agency that directly runs and operates Puerto Rico’s public school system. Unlike most states, the PRDE acts both as a State Educational Agency (SEA) and as a Regional Education Offices. Information concerning the approximate size of the PRDE school system is as follows:

THE PRDE SCHOOL SYSTEM	
Students:	317,000
Schools:	857
Teachers:	30.000
Regional Education Offices:	7

[Remainder of page intentionally left blank]

---

## SECTION II: GENERAL INVITATION

---

### 1. OBJECTIVE

The Department is requesting proposals pursuant to **RFP NO. PRDE-OSIATD-2019-005-HYPER CONVERGED DATA CENTER AND BACKUP SERVICES** (hereinafter, this “RFP”). The services described in this RFP shall be procured/performed on behalf of the Office of Information Systems and Technology Support for Teaching (“OSIATD”) for all of the Department’s schools. The Department intends to award a contract to one (1) or more Proposers selected to provide the services requested in this RFP.

### 2. PROPOSER ELIGIBILITY

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.

---

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

---

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

### 3. PRDE RIGHTS

The Department reserves the following rights with regard to this RFP, without limitation:

1. Reject any or all proposals;
2. Amend this RFP;
3. Correct errors in this RFP;
4. At its sole discretion cancel or amend the RFP for any reason, including for convenience of the Department, or reduce the scope of services;
5. Extend the deadline for submitting proposals;
6. Issue one (1) or more subsequent RFPs for the same services;
7. Appoint an evaluation committee to review proposals and make Proposer selections;
8. Seek the assistance of technical experts to review proposals and make recommendations;
9. Invite one or more Proposers for presentations and negotiations after review of proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all, some or none of the Proposers;
12. Award a contract to one (1) or more Proposers;
13. Award a contract without discussions or negotiations;
14. Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the services or supply the products described in this RFP;
15. Investigate the qualifications of Proposers and any subcontractors proposed by Proposers;
16. Waive informalities and irregularities in proposals;
17. Disqualify Proposers for non-responsiveness or proposal deficiencies;
18. Award a contract for longer or shorter terms and/or with options to renew;
19. Renegotiate or revise the contract based upon rule changes prior to and/or after the award of the contract;
20. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any Proposers;
21. If any Proposer selected for award refuses to execute the contract arising from this procurement, the Department shall have the right to order the execution of the Proposal Guarantee (Bid Bond) in order to cover the difference between the Proposer's cost and the cost proposed by the next qualified Proposer, as well as to cover other damages and direct expenses of the Department;
22. Terminate the awarded contract at any time, with or without cause.
23. Refrain from applying for the funding for any services proposed under this RFP; and
24. Exercise any other right or take any other action allowed by law.

#### **4. COMPETITIVE PROPOSAL SCHEDULE AND PROPOSER QUESTIONS**

##### **A. Timeline**

The PRDE intends to follow the schedule set forth on the cover page of this RFP, which is incorporated herein by this reference, but reserves the right to make schedule adjustments at the convenience of the Department.

##### **B. RFP Questions**

Proposers may submit questions concerning this RFP to the Department in writing by email on or before on or before the deadline set forth on the cover page of this RFP. Questions should be emailed to [rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov).

Responses to questions submitted by the deadline will be answered at the Pre-Proposal Proposer Conference and posted on the PRDE website at <https://de.pr.gov>. Specific questions pertaining to this RFP received after the deadline may not be answered, except at the discretion of the Department.

##### **C. Other Proposer Questions and Communications**

During the competitive proposal period, general questions and/or general requests for information or clarification concerning this RFP must be in writing and emailed to [rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov). All responses will be emailed to the requesting Proposer and posted on the PRDE website at <https://de.pr.gov>. Oral responses or clarifications made by any PRDE employee will not be binding on the Department.

#### **5. PRE-PROPOSAL PROPOSER CONFERENCE**

Proposers are invited to attend a Pre-Proposal Proposer Conference to be held on the date and at the location specified on the cover page of this RFP. Proposers are strongly encouraged to review this RFP (including all attachments) very carefully prior to the conference. Responses to questions submitted by the deadline will be distributed and discussed at the Pre-Proposal Proposer Conference. Please note the following conditions of the Pre-Proposal Conference:

- a. Proposers are responsible for all of their costs associated with their participation in the Pre-Proposal Conference.
- b. The Pre-Proposal Conference will be conducted in English.
- c. Interested proposals are asked to register for the Pre-Proposal Conference in advance.
- d. Please note that representatives from interested Proposers are required to participate in the Pre-Proposal Conference in person; remote access to the Pre-Proposal conference will not be provided.



---

## **SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES**

---

### **1. INTRODUCTION**

The Department of Education's Data Center environment, which has been in production since 2006, has been very robust, versatile, and efficient for the past 12 years. During that period, the environment has been upgraded several times.

Currently, and from the experience acquired during the past hurricane season, the Data Center infrastructure environment must not only be updated to newer versions, but a layer of redundancy and disaster tolerance must be added as well, in order to be prepared for future events.

In the event of future natural disasters, this will allow us to be up and running in a much quicker fashion, in addition to complying with certain observations for disaster recovery and business continuity from the Puerto Rico Controller's Office.

The solution is a new Hyper-Converged Data Center infrastructure and Backup Data Recovery services implemented without interruptions to the current system availability.

### **2. RFP OBJECTIVES AND INVITATION**

- A. The Department of Education requests proposals for updating their current Data Center Infrastructure, with the purpose of transforming it into a Hyper-Converged Data Center with disaster recovery capabilities.
- B. The designed Hyper-Converged Data Center and Backup services in this RFP must run all of the applications being hosted in our current environment.
- C. Proposers are invited to propose on (a) the Hyper Converged Data Center equipment, (b) the data backup services or (c) both Hyper Converged Data Center equipment and data backup services.

### **3. CURRENT ENVIRONMENT**

Currently, the Department of Education has a Data Center with 30 servers with the following characteristics:

---

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

---

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

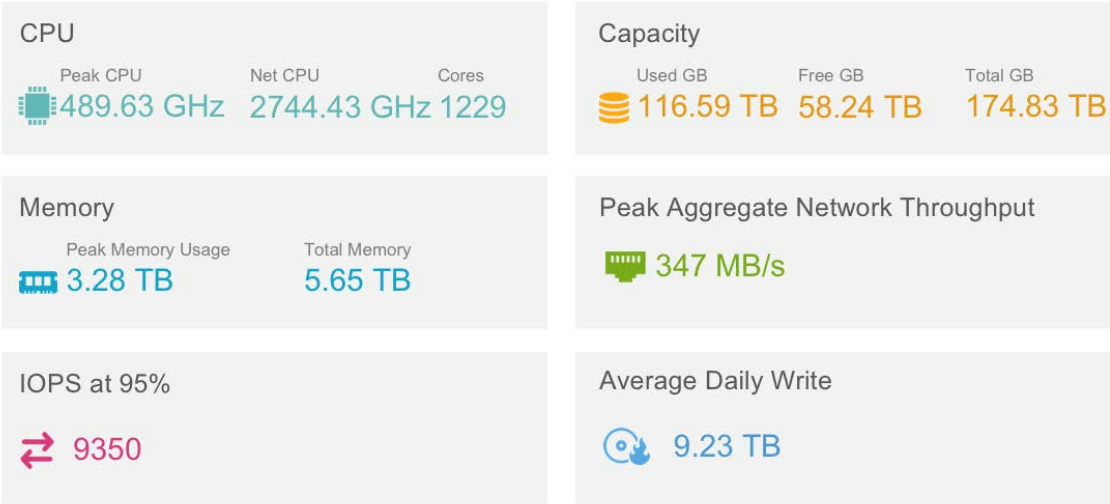
# CPU	# MEMORY	ESX VERSION	VENDOR	MODEL
2	65,524	VMware ESXi 4.1.0 build-348481	IBM	BladeCenter HS22V -[7871AC1]-
2	69,620	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	73,716	VMware ESXi 5.0.0 build-1311175	IBM	IBM System x -[7871AC1]-
2	69,620	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-
2	147,443	VMware ESXi 4.1.0 build-260247	IBM	BladeCenter HS22V -[7871AC1]-
2	81,908	VMware ESXi 4.1.0 build-348481	IBM	IBM System x -[7871AC1]-
2	81,908	VMware ESXi 4.1.0 build-348481	IBM	BladeCenter HS22V -[7871AC1]-
2	81,908	VMware ESXi 4.1.0 build-348481	IBM	BladeCenter HS22V -[7871AC1]-
2	112,628	VMware ESXi 5.5.0 build-1746018	IBM	IBM System x -[7871AC1]-
2	122,868	VMware ESXi 5.1.0 build-799733	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.1.0 build-799733	IBM	BladeCenter HS22V -[7871AC1]-
2	106,484	VMware ESXi 5.5.0 build-1746018	IBM	IBM System x -[7871AC1]-
2	147,444	VMware ESXi 5.5.0 build-1746018	IBM	IBM System x -[7871AC1]-
2	106,484	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-
2	65,524	VMware ESXi 5.5.0 build-1746018	IBM	IBM System x -[7871N2U]-
2	65,524	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-
2	53,236	VMware ESXi 5.1.0 build-2323236	IBM	System x3650 M2 -[7947AC1]-
2	65,524	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22v -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.0.0 build-1311175	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-
2	147,444	VMware ESXi 5.5.0 build-1746018	IBM	BladeCenter HS22V -[7871AC1]-

The above environment runs a number of virtualized servers, with an average of the following characteristics:

#VMS	#VCPUS	MEMORIA	INTERNAL STORAGE
<b>226</b>	<b>3.8</b>	<b>11GB</b>	<b>312GB</b>

Actual CPU and Memory consumption:

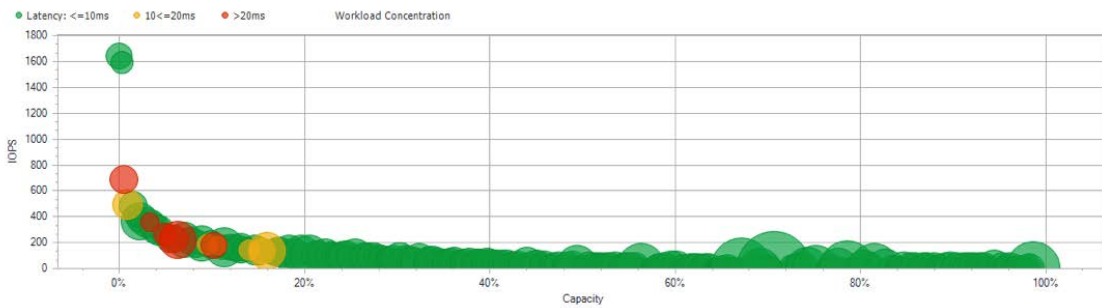
## Performance Envelope



Actual Storage Capacities:

## Storage Capacity

Total Local Capacity	103.16 TB	Total Shared Capacity	71.67 TB
Used Local Capacity	62.52 TB	Used Shared Capacity	54.07 TB
Free Local Capacity	40.65 TB	Free Shared Capacity	17.60 TB



Current Storage Performance:

 IO Performance

Peak IOPS	23281
IOPS at 95%	9350
Peak Disk Throughput	1084 MB/s
Peak Aggregate Network Throughput	347 MB/s
Average Daily Write	9.23 TB
Read/Write Ratio	48% / 52%
Average IO Read Size	78.28 KB
Average IO Write Size	25.92 KB

**4. VBY PROPOSERS IN PROPOSALS:**

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 form should be included in Tab \_\_\_ of Proposer's proposal.

FORM 2.A

HYPER CONVERGED DATA CENTER SOLUTION GENERAL CHARACTERISTICS

<i>General Descriptions</i>	<i>Mandatory for Points</i>
Technical Specifications for the Hyper-Converged System will reference the following subcomponents: <ul style="list-style-type: none"> <li>• Hyper-Converged Nodes</li> <li>• Virtualized Servers</li> <li>• Virtualized Storage</li> <li>• Software Defined Data Center Management System</li> </ul>	Yes
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.	Yes
Product certified and integrated by the manufacturer as a Hyper-Converged System in all its components: Hyper-Converged Nodes, Virtualized Servers, Virtualized Storage and Virtualized Network	Yes
Complete software stack for the Hyper-Converged System, which includes Virtualized Servers, Virtualized Storage, Virtualized Network and Management System. All these systems must be included by the provider of the solution.	Yes
Components offered must all be Brand-new, not re-manufactured, nor repaired, or refurbished components.	Yes
Software updates, firmware, patches, fixes must be certified and delivered by the Proposer and includes all components: Virtualized Servers, Virtualized Storage, virtualized network and Management System.	Yes
Proposer must offer and certify a warranty support plan that includes direct phone support from a unified support center where all problems can be addressed for the virtualization technology, servers, storage, and networking components.	Yes
Proposer must provide a warranty that the hardware provided pursuant to the contract will function as designed for a period of no less than three (3) years or better from the date of system acceptance. The warranty shall require the Proposer correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the PRDE's requirements.	Yes
Proposer must specify any equipment not covered by warranty and/or any other deliverables exclusion from warranty work.	Yes
Proposer must provide evidence of local availability for replacement parts (within Puerto Rico). This includes spare parts to cover SLAs and required support times for hardware failure.	Yes

<i>General Descriptions</i>	<i>Mandatory for Points</i>
System must count with application(s) support that reports system health automatically to the manufacturer.	Yes
Hardware support service must provide the option of retaining failed hard drives, ensuring that the Department of Education is not exposed to data loss/theft.	Yes

FORM 2.B

HYPER-CONVERGED NODES

<i>General Description</i>	<i>Mandatory for Points</i>
Hyper-Converged system must accommodate from 3 to 64 nodes in increments of one node at a time.	Yes
System must be able to accommodate nodes with different characteristics such as the following:  - High capacity storage nodes, each node 2 Rack Units,	Yes

SPECIFIC HYPER-CONVERGED NODES

<i>General Description</i>	<i>Mandatory for Points</i>
Hyper-Converged System must be able to scale to a maximum of 64 nodes per cluster.	Yes
Each node must have the following network ports:  <input type="checkbox"/> Two (2) 10Gb Ethernet ports <input type="checkbox"/> Two (2) 1Gb Ethernet ports <input type="checkbox"/> One (1) 10/100Mb Ethernet Management port	Yes
Each node must have the following computing capacity:  <input type="checkbox"/> Sockets: 2 <input type="checkbox"/> Cores: 36 <input type="checkbox"/> RAM: 512GB <input type="checkbox"/> Processor: Intel™ Xeon™ Scalable Processor Family	Yes
Each node must have the following storage capacity:  <input type="checkbox"/> Cache Drives: minimum of 1 x 400GB <input type="checkbox"/> Capacity Drives: minimum 3.84 TB SSD	Yes

FORM 2.C

VIRTUALIZED SERVERS (HYPERVISOR)

<i>General Description</i>	<i>Mandatory for Points</i>
Hyper-Converged system must come installed with Hypervisor Management Software.	Yes
Hyper-converged system must provide integrated /engagement support of the virtualized server layer	Yes
Hypervisor must include distributed virtual switches to manage all configurations as a single group.	Yes
Hypervisor must have an integrated log to record hardware and software events.	Yes
Hypervisor must include automated High-Availability features, automatic resource distribution and online storage migrations.	Yes

FORM 2.D

VIRTUALIZED STORAGE

<i>General Description</i>	<i>Mandatory for Points</i>
Hyper-converged system must include preloaded Hypervisor Storage System Software.	Yes
Virtualized storage layer must run on the Hypervisor's kernel	Yes
Virtualized storage must be configured as AFA (All Flash Array) SSD and support future mixed environments. SSD drives must be high performance devices providing cache-writing functionality.	Yes
Virtualized storage management must be part of the Hypervisor Management console.	Yes
Virtualized Storage system must have policies to manage down to the level of the virtual drives: <input type="checkbox"/> Performance <input type="checkbox"/> Protection Levels <input type="checkbox"/> Quality of Service	Yes

FORM 2.E

VIRTUAL MACHINE REPLICATION

<i>General Description</i>	<i>Mandatory for Points</i>
Hyper-converged system must provide Virtual Machine Replication functionality to remote systems with the same hypervisor.	Yes

FORM 2.F

CLOUD HIERARCHICAL STORAGE MANAGEMENT

<i>General Description</i>	<i>Mandatory for Points</i>
Solution should have the ability to replicate hierarchical storage to external cloud services.	Yes

**A. Networking Equipment Virtualization environment characteristics**

FORM 2.G

NETWORKING EQUIPMENT REQUIREMENTS

<i>General Description</i>	<i>Mandatory for Points</i>
Capable of IPsec VPN tunnels and able to connect management systems using the following algorithms: AES, AES256, Triple DES, AES-GCM, 2-DH y DH-5	Yes
L2VPN tunneling creation	Yes
Remote Access VPN to support SSL VPN connections.	Yes
Capable of handling VXLAN tunnel extensions used by virtual machines for Data Center access from geographically dispersed environments.	Yes
Packet routing in VXLAN networks for optimizing traffic and bandwidth utilization.	Yes
Capable of supporting same networking access rules from different locations.	Yes
External routing only to the virtualized environment.	Yes
Single Management Console supporting a minimum of 8 remote virtual networks.	Yes
Capable of Virtual Extensible LAN (VXLAN) tunnels, routers and firewalls for Data Centers and able to restrict to a single location.	Yes
Capable of connecting Virtual Extensible LAN (VXLAN) and 802.1Q VLAN segments using physical devices from at least 3 different certified equipment manufacturers.	Yes

**B. Network Insight**

Monitoring and Network Management software including full Security Management functions .

FORM 2.H

NETWORK INSIGHT GENERAL CHARACTERISTICS

<i>General Description</i>	<i>Mandatory for Points</i>
Provide planning capabilities for security visibility and traffic analysis, troubleshooting, auditing and networking traffic compliance of environments that support physical or virtualized topologies.	Yes
Provide a web-based graphical interface that can easily monitor large data flows with the capacity to drill-down into each individual element.	Yes
Provide 360 degree visibility between physical and virtual networks.	Yes
Provide East-West, North-South traffic analysis, and between Hosts at the L2 or L3 layers.	Yes
Provide internal and external traffic visibility between layers or intra layers including VLAN and Virtual Extensible LAN (VXLAN) segments.	Yes
Capability to model security groups.	Yes
Capability to monitor IPFIX flows and group them in VLAN or Virtual Extensible LAN (VXLAN) segments within vCenter including micro segmentation.	Yes
Capability to suggest security policies that can be exported such as micro-segmentation policies within the environment.	Yes
Include a search interface that will allow basic and complex searches.	Yes
Capacity to identify potential connectivity issues.	Yes



<i>General Description</i>	<i>Mandatory for Points</i>
Provide analytics of the virtualized infrastructure that includes storage, servers, computers, networking, and security components. Able to analyze both cloud and physical connections and workloads via Virtual Extensible LAN (VXLAN) or VLAN.	Yes
Able to collect configuration information and routing tables from networking devices using SSH or SNMP from any network device including brands such as Cisco, HP, Dell, Arista, Brocade or Juniper.	Yes
Capacity to collect, analyze and process IPFIX information through VLAN/VXLAN, routing, or distributed firewall.	Yes
Able to create alerts when certain defined parameters are broken.	Yes
Capability to retain historic networking workflows for approximately 30 days.	Yes
Able to collect IPFIX information from the virtual network switches.	Yes

## 6. DATA BACKUP AND RECOVERY SERVICES

### A. Local & Remote Data Backup and Recovery Services.

In addition to Local Data Backup and Recovery, the solution should include Offsite Data Backup services.

### B. Data Backup and Recovery Services General Characteristics

FORM 3.A

DATA BACKUP AND RECOVERY APPLICATION GENERAL CHARACTERISTICS

<i>General Description/requirements</i>	<i>Mandatory for Points</i>
Solution with disaster recovery components on demand based on automation and replication technologies such as cloud replication and software manager for site recovery.	Yes
The disaster recovery platform should have an SLA availability compliance of at least 99.99%	Yes
Local storage solution must be natively integrated with the Hypervisor Software.	Yes
Storage system must provide: (a) Replication and (b) Backup	Yes
Local backup solution based on hyper-convergence of minimum 4 Hosts (Servers) with 2 CPU's, 512GB RAM, flash drives and minimum 10TB RAW capacity per server.	Yes
Integrated backup solution must backup and restore individual VMs and individual files.	Yes
Backup solution must provide efficient Replication to a remote location.	Yes
Hypervisors are supported by your backup & recovery solution	Yes
It is possible to perform single file restores for these hypervisors	Yes
VMs can be backed up (full, incremental, differential, synthetic) from a policy point of view	Yes
Are there any compression or deduplication features that reduce the amount of data transfer and/or storage space	Yes
Support image-level backups and the ability to restore the VM complete image	Yes
Virtual machine snapshots supported	Yes
Possible to back up a selection of VMs by tags, regular expression matching on name, per cluster, or per storage section	Yes
Possible to backup virtual machines in a "running", "paused" or "shut off" state	Yes
Full restore job logs accessible for the administrator	Yes

<b>Databases</b>	
<i>General Description/requirements</i>	<i>Mandatory for Points</i>
Are fast recovery times of databases necessary for your company's RTO objectives?	
Please describe what databases are supported by your backup & recovery solution	Yes
Do you offer point-in-time restores for these databases?	Yes
DBs may be backed up (full, incremental, differential, synthetic) from a policy point of view	Yes
How much control do administrators have over customizing the backup and recovery procedures?	Yes
Are there any compression or deduplication features that reduce the amount of data transfer and/or storage space?	Yes
Is it possible to backup DBs to various storage systems or clouds?	Yes
Is it possible to perform 'hot' backup of databases? If so, which database types?	
<b>Administration Tools</b>	
Can your solution perform multiple abstraction (physical, virtual, container, cloud) backup and recovery operations all from a single platform?	Yes
How can we access the backup catalog & back it up?	Yes
Is there a web interface available, and can it be customized?	Yes
Is there a GUI desktop program interface available? Do you provide both command-line and GUI user interfaces?	Yes
Do you provide some type of configs preview environment so we can test before launch?	Yes
What Admin Roles & Permissions are available for Users?	Yes
What types of reports and analytics are included?	Yes
Is there a mobile application interface available?	Yes
Can it manage multiple data centers with several storages from a single login?	Yes
Can it migrate backups between different data centers and restore them to other offsite locations?	Yes
<b>Administration Tools - Analytics</b>	
Do you provide a Dashboard with business-critical backup & recovery metrics?	Yes
Does your solution offer built-in analytics or provide it via a 3rd party app?	Yes
<b>Is there a report for 'Total Storage Capacity left'?</b>	Yes
<b>Windows Environments</b>	
What versions of Windows Server are supported by your solution?	Yes
Does your software support Windows EFS technology?	Yes
Does your software support Windows VSS technology?	Yes
Is there a bare metal recovery possibility for Windows Server?	Yes
Is there a P2V and V2P option?	Yes
Does your software support (U)EFI system and secure boot?	Yes
Is there a support for GPT table while restoring?	Yes
Is there a support for dynamic disks while restoring?	Yes
How flexible are the partitioning options?	Yes
Does your solution support LDAP and Active Directory?	Yes
Can your solution recover a single LDAP object?	Yes

<b>Linux Environments</b>	Yes
<i>General Description/requirements</i>	<i>Mandatory for Points</i>
What Linux distributions are supported by your software?	Yes
How flexible are the partitioning options?	Yes
Is there a bare metal recovery option for Linux?	Yes
Can the software create an ISO to boot from during restore?	Yes
Can your software restore the system to entirely new piece of hardware?	Yes
Is it possible to clone machines during the restore?	Yes
<b>Storage Media</b>	
What cloud providers can we send our data to and retrieve from (AWS, Azure, Oracle, Google etc)?	Yes
What are the typical restore costs from the cloud?	Yes
Is there a possibility for tape backup and specifically D2D2T backup technique?	Yes
What autochangers are being supported?	Yes
Is there a support for NDMP-powered devices and how rapidly / granularly can they be restored?	Yes
Is there a special backup strategy for SAN networks?	Yes
Are there any tools designed for faster restore from NAS devices?	Yes
<b>Policies and Security</b>	
Do you have the possibility to make incremental and differential backups?	Yes
Is it possible to perform "Incremental forever" scheme?	Yes
Is backup syndication possible?	Yes
Are there any job scheduling options?	Yes
Is there an option for a scripting before / after the job?	Yes
Is there an automated maintenance?	Yes
<b>Security</b>	
Is there a support for EFS data protection technology?	Yes
Is there a range of data encryption choices (SSL, TLS, etc)? Are they turned on automatically?	Yes
Are your products FIPS compliant?	Yes
Do you have data corruption detection possibilities?	Yes
Do you have persistent passwords between different elements of software / hardware architecture of your backup system?	Yes
Operations/processes compliant with FERPA regulations	Yes
<b>Licensing Model</b>	
Describe licensing model	Yes

**C. Customer Support & Proposer Facilities**

FORM 3.B

CUSTOMER SUPPORT AND PROPOSER FACILITIES INFORMATION

<i>General Description</i>	<i>Mandatory for Points</i>
Please provide details about your on-boarding processes for new clients.	Yes
What is the average timeline for solution implementation?	Yes
Do you provide training and user documentation for the entire platform?	Yes
List all services resources who will be dedicated to our business	Yes
Provide an example of a customer success plan you offer your customers	Yes
Do you have extended support hours for supporting an event's onsite operation?	Yes
How big is your customer support team and where are they located?	Yes
Please detail your phone support offering. Is it available 24/7? Is there an additional cost associated with this service?	Yes
What are your average wait/response times for phone support?	Yes
Is there a priority queue available for urgent and time-sensitive requests?	Yes
Can we get a dedicated support representative if needed?	Yes
<b>Remote backup services – Proposer facilities</b>	
Local (Puerto Rico) physical facilities Tier/Level 3 or Tier Level 4 compliant or ANSI/BICSI 002-2019 data center.	Yes
Remote (Continental United States) physical facilities Tier/Level 3 or Tier Level 4 compliant or ANSI/BICSI 002-2019.	Yes
Local (Puerto Rico) physical facilities minimum connection data bandwidth of 10Gbps to PRDE Data Center.	Yes

**7. SERVICE DELIVERABLES**

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

- 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.

## **8. OTHER DELIVERABLES**

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

- A. Hardware and software manuals.
- B. Hardware and software configuration reports.
- C. Hardware and software support contact guidelines/procedures.
- D. PRDE current Data Center equipment and hardware removal and disposal (decommissioning).

[Remainder of Page Intentionally Left Blank]

---

## **SECTION IV: GENERAL TERMS AND CONDITIONS**

---

### **1. PROPOSAL (BID) BOND**

Proposers are required to include a proposal guaranty (bid) bond in an amount equal to 15% of the first year of the proposal total.

### **2. SERVICE WARRANTY**

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

### **3. DOCUMENT SIGNATURES**

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

**If the Proposer is a partnership, the RFP must be signed by a partner with his or her title noted thereon.**

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

### **4. CONTRACT REQUIREMENT**

Each Proposer agrees that if selected as the provider, the Proposer will enter into a written contract with the Department pertaining thereto. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section IV and in Section V of this RFP. All general and specific terms and conditions are subject to change by the

Department's legal counsel. In the event the Department and any Proposer fail to enter into a contract, the Proposer's approval for award will be revoked by the Department.

## **5. CONTRACT TERM**

The Department intends to award a one-year contract, with three one-year renewal options, to one or more Proposers for the equipment and services requested under this RFP. The initial term of the contract shall commence on the date of its signature by both parties ("Effective Date") and shall be in full force and effect for a period of one (1) year thereafter, subject to annual budget appropriation by the Department for each renewal period, unless terminated earlier. In accordance with Section II of this RFP, the Department reserves the right to award a shorter term agreement and/or to include additional voluntary contract renewal options.

## **6. PERFORMANCE BOND**

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 Rico in an amount equal to 20% of the three-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 shall be provided by Proposer upon signature of contract.

## **7. PROPOSER COMPENSATION**

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

Payment of compensation shall be based on actual services performed during the term of the contract. The Department shall not be obligated to pay for any services not performed or equipment not delivered in compliance with the contract. In the event of early termination of the contract, the Department shall only be obligated to pay the compensation due up to the date of termination, unless otherwise agreed by the Department as specified in the immediately preceding paragraph. In no event shall the Department be liable for any costs incurred or services delivered after the effective date of termination as provided herein.

## 8. CONTRACT PRICE ADJUSTMENTS

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

## 9. CONTRACT TERMINATION; EVENTS OF DEFAULT

- A. Termination for Convenience or to Protect the Public Interest. If at any time during the Term of the contract, the Department determines, in its sole discretion, that the services provided by Proposer are no longer in its best interest, the Department may terminate the contract on thirty (30) calendar day's written notice to Proposer. Further, the Department may terminate the contract if the Department determines that the termination is necessary for the protection of the public interest. In either instance, the Department will not pay any early termination charges under the contract.
- B. RESERVED.
- C. Proposer Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:
- 1) Any material misrepresentation by Proposer in its response to the RFP or the contract;
  - 2) Breach of any material agreement, representation or warranty made by Proposer in the contract;
  - 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;
  - 4) Default by Proposer under any other agreement Proposer may have with the Department;
  - 5) The directors or officers of the Proposer are indicted for the commission of any felony or any misdemeanor that implies corruption or moral depravation, or for any crime against the public treasury, faith or function or that involves public property or funds;
  - 6) If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
  - 7) Failure to maintain insurance as required under the contract;



- 8) An assignment by the end or for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

## **10. DEPARTMENT REMEDIES**

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

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

## **11. NO WAIVER**

No delay or omission, or series of delays or omissions, by the Department to exercise any right under the contract shall be construed as any type of waiver of any right of the Department to declare an Event of Default in the future. The remedies under the terms of the contract are

not intended to be exclusive of any other remedies provided, and each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The parties acknowledge that this right is solely for the benefit of the Department and if the Department permits the Proposer or any of its subcontractors to continue to provide services despite one or more Events of Default, the Proposer is not relieved of any responsibilities, duties or obligations under the contract.

## **12. TURNOVER OF DOCUMENTS AND RECORDS**

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

## **13. WORK QUALITY ASSURANCE**

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

## **14. RECORD RETENTION**

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) 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) 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.

## **15. CONFIDENTIAL INFORMATION, DISSEMINATION OF INFORMATION, OWNERSHIP, SURVIVAL**

- A. Confidential Information. During the performance or delivery of services to the Department, the Proposer may have access to or receive certain information that is not generally known to others ("Confidential Information"). The Proposer will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the contract ("Work Product") without the prior written consent of the Department. The Proposer shall use at least the same standard of care in the protection of the Confidential Information of the Department as Proposer uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
  
- B. Dissemination of Information. The Proposer shall not disseminate any information obtained in the performance or delivery of services for the Department to a third party without the prior written consent of the Department. Proposer shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the services without the prior written consent of the Department. If Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in the Proposer's possession, the Proposer shall immediately give notice to

the Department and its legal counsel, with the understanding that the Department shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. The Proposer will cause its personnel, staff and subcontractors to undertake the same obligations of confidentiality agreed to by Proposer under the contract.

- C. Ownership. The Proposer agrees that, to the extent permitted by law, any work product created specifically for the Department under the contract (“Work Product”) shall exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* All Work Product and Confidential Information shall at all times be and remain the property of the Department. The Proposer will execute all documents and perform all acts that the Department may request in order to assist the Department in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the contract within ten (10) business days of demand. In addition, the Proposer shall return the Department’s data in the format requested by the Department. .
- D. Injunctive Relief. In the event of a breach or threatened breach of sections (a), (b) and/or (c) above, the Proposer acknowledges and agrees that the Department would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Proposer agrees that the Department shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Department may have in equity, or by law or statute.
- E. Survival. The provisions of the contract pertaining to Confidential Information, dissemination of information and ownership shall survive the termination or expiration of the contract.

## 16. REPRESENTATIONS AND WARRANTIES OF THE PROPOSER

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

- A. Financially Solvent. The Proposer, and each of its subcontractors, is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to

complete all services and perform all obligations under the Proposer's proposal(s) and contract. The Proposer also warrants that neither it nor any of its subcontractors owe any non-tax debt to the state or federal government.

B. Compliance with Laws.

1. Compliance with False Claims Act. The Proposer agrees to comply with all aspects of the Federal False Claims Act which, in general, prohibits: (i) knowingly presenting, or causing to be presented to the Government of the United States a false claim for payment; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the Government of the United States; (iii) conspiring to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certifying to the United States the type or amount of property to be used; (v) certifying receipt of property on a document without completely knowing that the information is true; (vi) knowingly buying property of the Government of the United States from an unauthorized officer of the Government of the United States, and, (vii) knowingly making, using, or causing to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.
2. Compliance with Act 151 of 2004 and ATI Policies. Proposer hereby agrees and certifies that all products and services rendered under the contract will comply with Puerto Rico Act 151 of 2004 (Ley de Gobierno Electrónico (Electronic Government Act)) and with all applicable policies issued by the **Puerto Rico Office of Management and Budget's Area of Information Technology** including, without limitation, the dispositions of ATI Policy ATI-017. Pursuant to OMB's Policy ATI-017 Proposer shall document all phases of the development of any software, customization or programming provided under this Agreement.
3. Compliance with Other Laws. The Proposer guarantees and certifies that the execution of the contract and the performance of services under the contract, shall be accordance with each of the following laws, as may be applicable:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60),
  - b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3),
  - c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), and

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) (as supplemented by Department of Labor regulations (29 CFR Part 5)).
- C. **Project Funding.** The contract will be financed in whole or in part with funds provided by the United States Department of Education, by the Federal Emergency Management Agency's ("FEMA") or other eligible federal programs as well state funds, when appropriate. Respondent, by submitting a proposal, acknowledges and accepts that all applicable local and federal contract provisions will be included in any contract with the PRDE, including but not limited to provisions found at 2 CFR Part 200 and Appendix II to Part 200.
- Respondents must be aware that local and federal administrative, civil and criminal responsibility might ensue from providing false or misleading information to obtain the contract awards.
- D. **Unemployment Insurance and Social Security.** The Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
- E. **No Indictments or Convictions.** The Proposer certifies that it (and in the case of corporations or such other entities, that its officials, executives, stockholders or representatives) has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not engaged in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the United State of America and Commonwealth of Puerto Rico. The Proposer shall notify the Department of any indictment or conviction for any crime against the public treasury, faith or function or that involves public property or funds during the Term of this Agreement.
- F. **Good Standing.** The Proposer and each of its subcontractors are not in default or have not been deemed by the Department to be in default under any other agreement with the Department during the five (5) year period immediately preceding the date of the contract.
- G. **Code of Ethics.** The Proposer agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Anticorruption Code of the Government of Puerto Rico. Law Number 184 of January 4, 2018. In conformity with the laws and the norms that govern the contracting of services, the Proposer is aware and warrants that no services will be rendered under the contract until it has been signed by both parties.

Proposer further agrees and warrants that no services will be rendered under the contract after it has expired or been terminated. Services rendered in violation of this clause will not be paid, and any officer of the Department that requests and accepts services from the Proposer in violation of this clause, is without legal authority to so.

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

## **17. NO OTHER RIGHTS LIMITED**

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

## **18. GIFTS AND GRATUITIES PROHIBITED**

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

## **19. EMPLOYMENT RESTRICTIONS**

During the Term of the contract (including any renewal periods), 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.

## **20. MANUFACTURER WARRANTY**

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

## **21. INDEPENDENT CONTRACTOR**

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

## **22. INDEMNIFICATION**

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



- a. negligent or willful acts or omissions of the Proposer, its officials, agents, employees and/or subcontractors in the performance of the contract;
- b. failure of Proposer or its subcontractors to comply with applicable law;
- c. actual or asserted violation or infringement of any domestic or foreign patents, copyrights or trademarks or other intellectual property, or any improper use of confidential information or other proprietary rights that may be attributable to Proposer or any subcontractor in connection with the services;
- d. claims by any Government agency as a result of a failure by Proposer or any subcontractor to pay taxes;
- e. failure of contractor to make payments to any subcontractor in accordance with the respective subcontract; or
- f. personal injury to, illness or death of any person, or damage to or destruction of property of any person in any way arising out of or resulting from or related to the services to the extent caused by Proposer or any subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

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

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

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

### **23. NON-LIABILITY OF DEPARTMENT OFFICIALS**

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

### **24. INSURANCE REQUIREMENTS**

The Proposer, at its own expense, shall procure and maintain insurance for all operations under the contract, whether performed by Proposer or by subcontractors. The Proposer shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are described on **APPENDIX V** (Proposal Submittal Forms - FORM 9).

### **25. NON-DISCRIMINATION**

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

### **26. ASSIGNMENT OF CONTRACT**

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

## **27. 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.

## **28. CONTINUING OBLIGATION TO PERFORM**

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

## **29. SURVIVAL/SEVERABILITY**

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

## **30. GOVERNING LAW**

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

## **31. CONFLICT OF INTEREST**

In the performance of its services under the contract, the Proposer agrees to act in a professional and ethical manner, which includes neither having nor representing any adverse interests to the Department. "Adverse Interests" include the representation of clients that may have or could have interests contrary to the Department or contrary to the public policy of the Department of Education. This duty includes the continuous obligation of disclosing to the Department any relationship of the Proposer with clients or third persons that may constitute a conflict of interest. It shall be understood that there exists a conflict of interests when, in the compliance of any duty to third parties, the Proposer would have to undertake any acts detrimental to the best interests of the Department, or when for the benefit

of another prior, present or potential client, the Proposer would have to promote something to which it would otherwise have to be opposed, in favor of the Department. Conflict of interest shall also consist of any conduct, which is described or recognized as such in the laws and regulations of the Commonwealth of Puerto Rico. In any case that the Department determines that the Proposer has a conflict of interest, it will give written notice to the Proposer of such conflict and will give the Proposer thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

### **32. JOINT AND SEVERAL LIABILITY**

In the event that Proposer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Proposer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

### **33. TAX OBLIGATIONS**

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

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

Proposer will certify in the contract that it has complied with its federal and Puerto Rico tax obligations during the previous five (5) years, including filing income tax returns on earnings. The Proposer further certifies that it does not have any debt with the Government of Puerto Rico for said concept, nor for personal or real estate taxes or excise taxes. The Proposer specifically represents and warrants that all Puerto Rico and federal tax returns have been filed and all obligations have been paid or Proposer has a valid payment plan with which it is complying. It is explicitly recognized by Proposer that this is

an essential pre-condition to any contract and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for the PRDE to not engage the services of the Proposer or to cancel any agreement entered into immediately without any further obligation to the Proposer.

#### **34. NON-APPROPRIATION**

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

#### **35. FORCE MAJEURE**

Neither the Proposer 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 (limited to natural disasters such as hurricanes, floods, earthquakes, tornadoes, etc.), riots, embargoes, terrorist acts, acts of civil or military authorities, fuel crises or power outages.

[Remainder of page intentionally left blank]

---

## **SECTION V: SPECIFIC TERMS AND CONDITIONS**

---

### **1. NO MULTIPLE AWARD STIPULATIONS**

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

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

### **2. LIMITED PROPOSER CONFIDENTIALITY RIGHTS**

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

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

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

Proposers shall also be advised that the Department may seek indemnification from Proposers for any liability, loss, damage, expense, penalty, or cost, including any and all

legal fees, sought in every claim or suit of any kind arising out of confidentiality markings or conditions in proposals.

### **3. UNAUTHORIZED COMMUNICATIONS BETWEEN A PROPOSER AND PRDE**

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

### **4. PROPOSER DISQUALIFICATION DUE TO EVIDENCE OF COLLUSION**

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

### **5. PROPOSER AND WARRANTIES**

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

### **6. INVOICING**

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

### **7. EXCLUSION OF LIABILITY**

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

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

C. Costs related to reimbursement of legal expenses in order to provide the services to the PRDE;

## **8. ACCOUNT MANAGEMENT**

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

## **9. PROPOSER NOT AN AUTHORIZED REPRESENTATIVE OF PRDE**

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

## **10. KEY PERSONNEL AND SUBCONTRACTORS**

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

Key Personnel assigned to perform Proposer's obligations under the contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Proposer is engaged and shall have sufficient knowledge of the Department's practices and areas of expertise, to enable them to perform their duties and responsibilities under the contract. If the Department requests that Proposer remove any Key Personnel assigned to the Department's account, the parties will attempt to resolve the Department's concerns on a mutually agreeable basis. If the parties have not been able to resolve the Department's concerns within fifteen (15) business days of receipt of written notice of requested removal from the Department, Proposer will remove such Key Personnel from the Department's account and provide a replacement in a timely manner.



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

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

## **11. GENERAL SAFETY GUIDELINES**

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

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

## **12. INVESTMENT IN PUERTO RICAN INDUSTRY**

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

[Remainder of page intentionally left blank]

---

## **SECTION VI: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS**

---

### **1. PROPOSAL PREPARATION**

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

The RFP process is for the PRDE's benefit only, and is intended to provide the PRDE with the information necessary to support the evaluation and selection of the required 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.

Proposers that timely file Letters of Intent are eligible to submit proposals in response to the RFP referenced in their Letters. Proposals must be submitted by the deadlines established in the RFPs. The Evaluation Committee shall not consider any proposals received after the deadline.

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

### **2. PROPOSAL FORMAT**

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

### **3. PROPOSAL SUBMITTALS**

Each proposal shall include the submittals outlined in this section. For convenience and reference, a Proposal Submittal Checklist is included in **APPENDIX V** (Proposal Format and Submittal Checklist) attached to this RFP. Proposer proposals responses shall include each of the following submittals:

A. **TAB 1: Cover Letter**

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

B. **TAB 2: Proposal Signature Page – Refer to APPENDIX V, FORM 1**

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

C. **TAB 3: Service Proposal and Forms– Refer to APPENDIX II and APPENDIX V**

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

Each Proposer submitting a proposal for Hyper Converged Data Center equipment must also submit the Hyper Converged Data Center Solution FORMS 2.A through 2.H in **APPENDIX V**.

Each Proposer submitting a proposal for Data Backup and Recovery services must also submit the Data Backup and Recovery Services FORMS 3.A and 3.B in **APPENDIX V**.

The failure to respond fully to each question and information requested in **APPENDIX II** and **APPENDIX V** forms may result in Proposer disqualification for non-responsiveness.

D. **TAB 4: Price Proposal – Refer to APPENDIX V, FORM 4**

Proposers shall provide a Price Proposal using **APPENDIX V** (Price Proposal Forms - FORM 4) attached hereto.

Proposers shall separately identify all federal and state taxes, fees and surcharges that apply to the proposed services. If a tax or charge is based on a specific

percentage, include an estimate of the total charges based on the applicable percentage. Proposer pricing shall be subject to the following terms and conditions:

1. Best Proposer Rates. Proposers are expected to propose their very best prices and to the extent possible, reflect any anticipated price reductions from technology advancements and marketplace efficiencies in their pricing.
2. Firm Price Commitment. Each Proposer agrees that its pricing shall remain firm and effective for 180 days from the date of submission.
3. Discounts. Proposers should clearly identify any education or other discounts being offered to the Department, and are required to apply said discount before entering line item pricing on the price proposal.
4. No Minimum Service Commitment. Proposer pricing may not be subject to, or contingent upon, a minimum service commitment by the Department.

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

Proposers must include the Non-Collusion Affidavit attached to this RFP as **APPENDIX V** (Price Proposal Forms – FORM 5), with their proposals, certifying, among other things, that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal. **The failure of a Proposer to include the Non-Collusion Affidavit shall result in the automatic disqualification of the Proposer from further consideration of a contract award. The failure to comply with the Non-Collusion Affidavit requirement of this RFP cannot be cured.**

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

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

- A bid bond issued by a surety company authorized to do business in the Commonwealth of Puerto; The surety company must be included in the latest Federal Register (Circular 570) as accepted by the Federal Government.
- 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 to the Commonwealth of Puerto Rico Secretary of Treasury.

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

**G. TAB 7: Proposer Questionnaire - Refer to APPENDIX V, FORM 6**

Proposer shall include a completed Proposer Questionnaire Form, which form is attached hereto as **APPENDIX V** (Price Proposal Forms – FORM 6).

**H. TAB 8: Proposer References – Refer to APPENDIX V, FORM 7**

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX V** (Price Proposal Forms – FORM 7), identifying a minimum of three (3) references from programs of similar scope and magnitude for which the Proposer is currently providing services similar to the services required herein., or has provided such services within the last three (3) years.

Proposers shall request individuals at the references listed on Form 7 to email completed Reference Questionnaires to [rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov). Proposers will be evaluated on three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or public entities with knowledge of the Proposer's experience that is similar in nature and scope to the products and services being requested by the RFP.

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

**I. TAB 9 Designation of Subcontractors - Refer to APPENDIX V, FORM 8**

Any Proposer that intends to use one (1) or more subcontractors to deliver all or part of the proposed services shall include a completed Designation of Subcontractors Form attached hereto as **APPENDIX V** (Price Proposal Forms – FORM 8), identifying all subcontractors the Proposer intends to use, describe their experience and skills, and the percentage of work the Proposer expects each subcontractor to perform for each service.

**J. TAB 10: Certificate of Insurance Coverage - Refer to APPENDIX V, FORM 9**

Evidence of current insurance coverage shall be submitted on the form attached as **APPENDIX V** (Price Proposal Forms – FORM 9) to this RFP. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these services.

1. **Workers' Compensation and Employers' Liability Insurance.**

Evidence of compliance with the requirements established by the Fondo del Seguro del Estado.

2. **Commercial General Liability Insurance.**

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, products and complete operations, personal injury and property damage liability, and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for fire damage. Coverage shall be for each occurrence and 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 Proposer 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, including any renewal periods. Subcontractors working under the contract must carry One Million and 00/100 Dollars (\$1,000,000).

5. **Additional Insured**

The insurance policy shall include the Department of Education as an additional insured and shall provide:

- a. Breach of warranty
- b. Waiver of Subrogation's Clause (Waiver and/or Release of Subrogation)
- c. Additional Insured Clause
- d. Hold Harmless Agreement
- e. 90 Days' Notice of Cancellation, of Material Change or Non-renewal

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 Proposer for any services if satisfactory proof of insurance is not provided prior to the commencement of services.

7. **General**

- a. All insurance policies must be issued by insurance companies authorized to do business in Puerto Rico, must have a solid financial position and be classified as "A" by the Best Key Rating Guide or be accepted by PRDE after proper evaluation.
- b. Any failure of the Department to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer'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.
- c. The Proposer's failure to carry or document required insurance shall constitute a breach of the Proposer'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 Proposer for any services if satisfactory proof of insurance is not provided before the commencement of services.
- d. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Proposer. Any insurance or self-insurance programs maintained by the Department of Education do not contribute with insurance provided by the Proposer under the contract.
- e. All subcontractors are subject to the same insurance requirements of Proposer unless otherwise specified in the contract. 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.

- f. The coverage and limits furnished by Proposer in no way limit the Proposer'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.
- g. The Proposer agrees that insurers waive their rights of subrogation against the Department.
- h. Upon Department request, Proposer 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.

**K. TAB 11: Copy of Filed Letter of Intent – Refer to APPENDIX V, FORM 10**

Copy of executed Letter of Intent filed by Proposer on or before the filing deadline set forth on the cover page of this RFP.

**L. TAB 12: Disclosure of Recent Legal Actions**

List, and briefly describe, any and all legal actions and any judgments entered in the past three (3) years in which the Proposer has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a party in an administrative action for deficient performance or a defendant in a criminal action. Proposers must also identify any lawsuits or other legal proceedings and any judgments against them, which directly or indirectly relate to any of the products or services included in their corresponding proposal in the past five (5) years. Indicate **N/A** if Proposer has not been involved in any legal actions described above.

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

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

subcontractor(s), to perform the services described in its proposal at the prices set forth in its price proposal.

**M. TAB 13: Service Level Agreement - Refer to APPENDIX III**

The Proposer shall include its Service Level Agreement (“SLA”) for the services proposed in response to this RFP. The SLA shall define the levels of service expected for the various areas of service performed, divided into priorities according to importance to the supported systems or functions. The SLA shall include all of the information required in **APPENDIX III** to this RFP and incorporated by reference herein. The Department reserves the right to negotiate with Proposer, before or after awarding the RFP, any of the terms of the SLA.

**N. TAB 14: Bidders Registry - Eligibility Certificate**

Proposers should include a current Eligibility Certificate evidencing the Proposer’s inclusion in the General Services Administration Registry of Eligible Government Providers (Registro Unico de Licitadores, “RUL”) or evidence of request for inclusion in said Registry. The selected Proposer(s) must submit a current Eligibility Certificate at or before execution of the contract with the Department.

**O. TAB 15: W-9 Taxpayer Identification Number and Certification (IRS) and SC-2908 certification of registration filing for corporations and companies (Departamento de Hacienda)**

Proposers must include a properly completed W-9 and SC-2908 attached as **APPENDIX V, FORM 11**.

**P. TAB 16: Financial Statements**

Copies of 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. As applicable, financial statements shall include auditor’s letter of opinion, auditor’s notes, balance sheet, and statement of income/loss. Each prime or joint venture partner shall submit this information. The Department reserves the right to accept alternative information and/or documentation submitted by Proposer(s).

**Q. TAB 17: Corporate Resolution**

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

**R. TAB 18: Proposer Experience History**

Each Proposer should include an organized, detailed summary of Proposer's experience providing the proposed services, as well as the Proposer's experience working on comparably sized projects over the past five (5) years. The Proposer's experience history should be set forth on and include all of the information identified on **APPENDIX V, FORM 12**.

**S. TAB 19: Joint Venture (if applicable)**

Any Proposer proposing as a joint venture must also include a copy of the executed joint venture agreement with its proposal (Tab 19).

[Remainder of page intentionally left blank]

## **SECTION VII: EVALUATION CRITERIA AND SERVICE PROVIDER SELECTION**

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

### **1. EVALUATION COMMITTEE**

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

### **2. EVALUATION CRITERIA AND PROPOSER SELECTION**

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

<b>EVALUATION CRITERIA</b>	<b>WEIGHTS</b>
Proposal meets or exceeds RFP Technical & Functional Requirements	30%
Price of products and services	25%
Professional qualifications and experience providing proposed services to comparably sized school systems, government agencies or businesses	20%
Quality/Coverage of proposed Service Level Agreement (SLA)	15%
Proposal includes all required RFP non-technical submittals	10%
<b>TOTAL:</b>	<b>100%</b>

### **3. NOTICE OF DEPARTMENT'S SELECTION**

The Department intends to enter into a one-year contract with three one-year renewal options to one or more qualified Proposers that submit a responsive proposal for the most cost-effective solution(s) that will meet the Department's needs. A Notice shall be sent to the winning Proposer(s). The Notice shall include a summary of all Proposer pricing, the Evaluation Committee voting records, the reasons the winning Proposer(s) was selected, the reasons for any Proposer disqualifications, information concerning the review/appeal process, and such other information as shall be deemed necessary or appropriate by the Evaluation Committee. Copies of the Notice shall also be mailed to all other Proposers that submitted proposals in response to this RFP. The selected Proposer(s) must, within three

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

#### **4. AWARD REVISIONS**

Award revisions will be governed by the dispositions of the Law of Uniform Administrative Procedures (Law 38 of June 30, 2017, as amended). Any Proposer adversely affected by the decision of the Evaluation Committee may file a request for review with the Puerto Rico Appellate Court . All requests for review must be filed within twenty (20) calendar days from the date of the postmark on the envelope containing the Notice to the Proposer seeking review. Proposers who fail to file requests for review within the twenty (20) calendar-day period waive their right to contest an award. The mere filing of a revision proceeding will not paralyze the RFP proceedings.

[Remainder of page intentionally left blank]

**APPENDIX IA: PRDE DATA CENTER WALK-THROUGH REGISTRATION FORM**

DATE AND TIME: January 15, 2020 at 10:00 a.m. AST  
LOCATION: Department of Education  
Correction Building, 4<sup>TH</sup> Floor  
Tnte. César González St.  
Urb. Ind. Tres Monjitas  
Hato Rey PR 00917

Proposer representatives interested in attending the Data Center Walk Through are encouraged to register for the Conference in advance by submitting a completed copy of this Registration Form on or before the Conference Date. The completed Registration Form should be emailed to [rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov).

Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_

Brief Description of Products and/or Services Offered by Proposer:  
\_\_\_\_\_  
\_\_\_\_\_

The following representatives intend to attend the Pre-Proposal Conference for RFP NO. PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

**APPENDIX IB: PRE-PROPOSAL CONFERENCE REGISTRATION FORM**

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

Please note that representatives from interested Proposers are required to participate in the Pre-Proposal Conference in person; remote access to the Pre-Proposal conference will not be provided. Proposer representatives interested in attending the Pre-Proposal Conference are encouraged to register for the Conference in advance by submitting a completed copy of this Registration Form on or before the Conference Date. The completed Registration Form should be emailed to [rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov).

Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_

Brief Description of Products and/or Services Offered by Proposer:  
\_\_\_\_\_  
\_\_\_\_\_

The following representatives intend to attend the Pre-Proposal Conference for RFP NO. PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

## **APPENDIX II: SERVICE REQUIREMENTS**

Please provide all of the information requested below. If a question does not apply, please mark "N/A."

### **1. GENERAL EXPERIENCE**

Describe experience in providing the services being proposed (Maintenance on network devices, structured and fiber cabling) to the scale and scope described in this RFP. Include years of experience with educational and governmental entities.

### **2. USAGE MEASUREMENT AND REPORTING**

Describe the available electronic formats (Web download, CD, etc.) for providing usage information to the Department for the proposed services.

### **3. BILLING DISPUTE RESOLUTION FOR ALL PROPOSED SERVICES**

- A. Describe the process in place to assure that billing issues are corrected in a timely fashion to meet Department processing deadlines.
- B. Are tracking numbers assigned in order that billing problems do not "disappear" and if so, describe
- C. Provide written procedures for resolving billing issues and the escalation process

[Remainder of page intentionally left blank]



### APPENDIX III: SERVICE LEVEL AGREEMENT REQUIREMENTS

Proposers shall provide sample Service Level Agreements for the services proposed which must include but not limited to the coverage requested below.

#### 1. PRDE HYPER CONVERGED DATA CENTER EQUIPMENT SERVICE LEVEL AND RESPONSE REQUIREMENTS

##### A. General Requirements

- (i) Single point of contact
- (ii) Service hours: 24/7
- (iii) Equipment failure MTTR (Mean Time to Repair):

PRIORITY	SERVICE DEFINITION	RESPONSE TIME	ANTICIPATED REPAIR START TIME
Priority 1	MAJOR Outage (Hardware malfunction affecting critical functions PRDE Operations)	30 Minutes	2 Hours
Priority 2	MAJOR Outage (Hardware malfunction affecting some functions of PRDE Operations)	1 Hour	4 Hours
Priority 3	MINOR Problems (Loss of function on non-critical PRDE)	4 Hours	Next Business Day

- (iv) The PRDE will be immediately notified and updated on the progress of the repairs.

##### B. Equipment replacement/service

- (i) All equipment service and/or replacement should comply with manufacturer's instructions for servicing/replacing.

##### C. Compensation

- (i) Compensation for guaranteed MTTR below target will be based on incurred financial losses by PRDE operations.

##### D. Compliance with legislation, regulations, practices

- (i) Service Provider warrants that the services to be provided are following all applicable laws, statutes, regulations and other legal provisions to this agreement.

**2. PRDE HYPER CONVERGED DATA CENTER DATA BACKUP AND RESTORE SERVICE LEVEL AND RESPONSE REQUIREMENTS**

A. General Requirements

- (i) Single point of contact
- (ii) Service hours: 24/7
- (iii) For the provision of service as stated in this SLA, the Service Provider is required to provide service in ways that are acceptable to the PRDE. These include the following:

Service description	Performance level
Monitoring of recovery of disrupted data systems and networks in aftermath of disruption	Detect 100% of all possible service disruptions and report within 30 minutes of detection
Organization and execution of one (1) annual Data Recovery exercise to ensure proper restore operation.	Exercise is conducted that verifies proper data recovery operation has occurred

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

Issue	Remedy
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
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
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

- C. Compliance with legislation, regulations, practices. Service Provider warrants that the services to be provided are following all applicable laws, statutes, regulations and other legal provisions to this agreement.

## APPENDIX IV: PROPOSAL FORMAT AND SUBMITTAL CHECKLIST

### 1. PROPOSAL FORMAT

Proposer proposals shall be in the following format and quantities:

- A. Proposer proposals must be in 3-ring binders with a pocket for a cover sheet and separate tabs for the submittal requirements specified in this RFP
- B. The 3-binder containing the original signed proposal shall have an inside front flap or pocket containing a jump drive with an exact copy of the proposal, including the Proposer's financial statements
- C. Each binder shall have a front cover sheet containing the following information:
  - RFP Number and Name
  - Proposer name and address
  - Proposer contact person (name, title, email, office and cell phone)
  - The cover sheet of the binder containing the original proposal and jump drive copy must also include the following notation – “ORIGINAL PROPOSAL & JUMP DRIVE”
- D. Because financial statements can sometimes exceed a hundred pages, Proposers need only include a printed copy of their financial statements with their original signed proposal and on the jump drive submitted with the original proposal binder
- E. All proposals must be in English
- F. Each proposal should be divided into sections in the order, and separated by numbered Tabs, as specified in the RFP
- G. Proposal text should be single-spaced, with 1 inch margins and typed in Times New Roman 12 point font or Arial 10 point font (smaller font can be used for charts and graphics only)
- H. Two-sided copying and the use of recycled paper are strongly encouraged
- I. Binders must be **hand-delivered** in sealed containers labeled and addressed as follows:

RFP #	PRDE-OSIATD-2019-005-HYPER CONVERGED DATA CENTER AND BACKUP SERVICES
Due Date:	10:00 a.m. on January 31, 2020
Deliver To:	José L. Narváez Figueroa Office of Information Systems and Technology Support (OSIATD) Puerto Rico Department of Education, Corrections Building, 4 <sup>th</sup> Floor Tte. César González, Esquina Kalaf, Urb. Industrial Tres Monjitas Hato Rey, PR 00926

## PROPOSAL SUBMITTAL CHECKLIST

**FAILURE TO SUBMIT THE NON-COLLUSION AFFIDAVIT, BID BOND OR LETTER OF INTENT BY THE DATES/TIMES SPECIFIED IN THE RFP WILL RESULT IN AUTOMATIC DISQUALIFICATION. PROPOSERS THAT FAIL TO INCLUDE ANY OF THE OTHER REQUIRED SUBMITTALS AND FORMS MAY ALSO BE DISQUALIFIED FROM CONSIDERATION FOR AN AWARD FOR PROPOSAL NONRESPONSIVENESS.**

TAB #	DESCRIPTION	FORM	INCLUDED (✓)
TAB 1	Cover Letter		
TAB 2	Proposal Signature Page - <i>Mandatory</i>	FORM 1	
TAB 3	Solution Proposal		
	Hyper Converged Data Center Forms		
	Hyper Converged Data Center Solution General Characteristics	FORM 2.A	
	Hyper Converged Nodes	FORM 2.B	
	Virtualized Servers (Hypervisor)	FORM 2.C	
	Virtualized Storage	FORM 2.D	
	Virtual Machine Replication	FORM 2.E	
	Cloud Hierarchical Storage Management	FORM 2.F	
	Networking Equipment Requirement	FORM 2.G	
	Network Insight General Characteristics	FORM 2.H	
	Data Backup and Recovery Service Forms		
	Data Backup and Recovery Application General Characteristics	FORM 3.A	
	Customer Support and Proposer Facilities Information	FORM 3.B	
TAB 4	Price Proposal(s)	FORM 4	
TAB 5	<i>Non-Collusion Affidavit - Mandatory - Must be included with Proposal</i>	FORM 5	
TAB 6	<i>Proposal Bid Bond (15%) - Mandatory - Must be included with Proposal</i>		
TAB 7	Proposer Questionnaire	FORM 6	
TAB 8	Proposer References (3 Minimum)	FORM 7	
TAB 9	Designation Of Subcontractors	FORM 8	
TAB 10	Certificate Of Insurance Coverage	FORM 9	
TAB 11	<i>Copy of Filed Letter of Intent - Mandatory - Letter Must be filed by Deadline</i>	FORM 10	
TAB 12	Recent Legal Actions		
TAB 13	Service Level Agreement		
TAB 14	Bidders Registry – Eligibility Certificate		
TAB 15	W-9 (IRS); SC2908 (Dept Hacienda)	FORM 11	
TAB 16	Financial Statements (Last 3 Years)		
TAB 17	Corporate Resolution (Authorizing signer to execute proposal and enter into a contract on behalf of the corporation/company. The corporate resolution must also specify the state of incorporation)		
TAB 18	Proposer Experience History	FORM 12	
TAB 19	Joint Venture Documentation (If Applicable)		

---

## APPENDIX V: PROPOSAL SUBMITTAL FORMS

### FORM 1 - PROPOSAL SIGNATURE PAGE

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

---

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

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

1. Proposer certifies that it has paid income tax, unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
2. Proposer certifies that there is no conflict of interest in the sale and provisioning of the proposed services and products to the PRDE.
3. Proposer agrees that its service proposal and price proposal shall remain valid for 180 days from the date of submission.
4. Proposer certifies that none of the employees of the Department or any of its sub-departments or agencies has a pecuniary interest in their offer.
5. Proposer certifies that its proposal has been prepared and developed without collusion with any of the Department's officials or other Proposers and without effort to preclude the Department from obtaining the best competitive proposal.
6. The undersigned, hereby acknowledges receipt of RFP# PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES including all appendices, as well as all Addenda and certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda

7. Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 2.A – HYPER CONVERGED DATA CENTER SOLUTION GENERAL CHARACTERISTICS**

HYPER CONVERGED DATA CENTER SOLUTION GENERAL CHARACTERISTICS			
General Descriptions	Mandatory for Points	Complies (Yes/No)	Notes
Technical Specifications for the Hyper-Converged System will reference the following subcomponents:	Yes		
<ul style="list-style-type: none"> <li>• Hyper-Converged Nodes</li> </ul>			
<ul style="list-style-type: none"> <li>• Virtualized Servers</li> </ul>			
<ul style="list-style-type: none"> <li>• Virtualized Storage</li> </ul>			
<ul style="list-style-type: none"> <li>• Software Defined Data Center Management System</li> </ul>			
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.	Yes		
Product certified and integrated by the manufacturer as a Hyper-Converged System in all its components: Hyper-Converged Nodes, Virtualized Servers, Virtualized Storage and Virtualized Network	Yes		
Complete software stack for the Hyper-Converged System, which includes Virtualized Servers, Virtualized Storage, Virtualized Network and Management System. All these systems must be included by the provider of the solution.	Yes		
Components offered must all be Brand-new, not re-manufactured, nor repaired, or refurbished components.	Yes		
Software updates, firmware, patches, fixes must be certified and delivered by the Proposer and includes all components: Virtualized Servers, Virtualized Storage, virtualized network and Management System.	Yes		
Proposer must offer and certify a warranty support plan that includes direct phone support from a unified support center where all problems can be addressed for the virtualization technology, servers, storage, and networking components.	Yes		
Proposer must provide a warranty that the hardware provided pursuant to the contract will function as designed for a period of no less than three (3) years or better from the date of system acceptance. The warranty shall require the Proposer correct, at its own expense,	Yes		

HYPER CONVERGED DATA CENTER SOLUTION GENERAL CHARACTERISTICS			
<i>General Descriptions</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
the setup, configuration, customizations or modifications so that it functions according to the PRDE's requirements.			
Proposer must specify any equipment not covered by warranty and/or any other deliverables exclusion from warranty work.	Yes		
Proposer must provide evidence of local availability for replacement parts (within Puerto Rico). This includes spare parts to cover SLAs and required support times for hardware failure.	Yes		
System must count with application(s) support that reports system health automatically to the manufacturer.	Yes		
Hardware support service must provide the option of retaining failed hard drives, ensuring that the Department of Education is not exposed to data loss/theft.	Yes		

**FORM 2.B – HYPER CONVERGED NODES**

HYPER-CONVERGED NODES			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Hyper-Converged system must accommodate from 3 to 64 nodes in increments of one node at a time.	Yes		
System must be able to accommodate nodes with different characteristics such as the following: - High capacity storage nodes, each node 2 Rack Units,	Yes		
SPECIFIC HYPER-CONVERGED NODES			
Hyper-Converged System must be able to scale to a maximum of 64 nodes per cluster.	Yes		
Each node must have the following network ports: ☐ Two (2) 10Gb Ethernet ports ☐ Two (2) 1Gb Ethernet ports ☐ One (1) 10/100Mb Ethernet Management port	Yes		
Each node must have the following computing capacity: ☐ Sockets: 2 ☐ Cores: 36 ☐ RAM: 512GB	Yes		
Each node must have the following storage capacity: ☐ Cache Drives: minimum of 1 x 400GB ☐ Capacity Drives: minimum 3.84 TB SSD	Yes		



**FORM 2.C – VIRTUALIZED SERVERS (HYPERVISOR)**

VIRTUALIZED SERVERS (HYPERVISOR)			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Hyper-Converged system must come installed with Hypervisor Management Software.	Yes		
Hyper-converged system must provide integrated /engagement support of the virtualized server layer	Yes		
Hypervisor must include distributed virtual switches to manage all configurations as a single group.	Yes		
Hypervisor must have an integrated log to record hardware and software events.	Yes		
Hypervisor must include automated High-Availability features, automatic resource distribution and online storage migrations.	Yes		

**FORM 2.D – VIRTUALIZED STORAGE**

VIRTUALIZED STORAGE			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Hyper-converged system must include preloaded Hypervisor Storage System Software.	Yes		
Virtualized storage layer must run on the Hypervisor's kernel	Yes		
Virtualized storage must be configured as AFA (All Flash Array) SSD and support future mixed environments. SSD drives must be high performance devices providing cache-writing functionality.	Yes		
Virtualized storage management must be part of the Hypervisor Management console.	Yes		
Virtualized Storage system must have policies to manage down to the level of the virtual drives: □ Performance □ Protection Levels □ Quality of Service	Yes		

**FORM 2.E – VIRTUAL MACHINE REPLICATION**

VIRTUAL MACHINE REPLICATION			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Hyper-converged system must provide Virtual Machine Replication functionality to remote systems with the same hypervisor.	Yes		

**FORM 2.F – CLOUD HIERARCHICAL STORAGE MANAGEMENT**

CLOUD HIERARCHICAL STORAGE MANAGEMENT			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Solution should have the ability to replicate hierarchical storage to external cloud services.	Yes		

**FORM 2.G – NETWORKING EQUIPMENT REQUIREMENTS**

NETWORKING EQUIPMENT REQUIREMENTS			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Capable of IPsec VPN tunnels and able to connect management systems using the following algorithms: AES, AES256, Triple DES, AES-GCM, 2-DH y DH-5	Yes		
L2VPN tunneling creation	Yes		
Remote Access VPN to support SSL VPN connections.	Yes		
Capable of handling VXLAN tunnel extensions used by virtual machines for Data Center access from geographically dispersed environments.	Yes		
Packet routing in VXLAN networks for optimizing traffic and bandwidth utilization.	Yes		
Capable of supporting same networking access rules from different locations.	Yes		
External routing only to the virtualized environment.	Yes		
Single Management Console supporting a minimum of 8 remote virtual networks.	Yes		
Capable of Virtual Extensible LAN (VXLAN) tunnels, routers and firewalls for Data Centers and able to restrict to a single location.	Yes		
Capable of connecting Virtual Extensible LAN (VXLAN) and 802.1Q VLAN segments using physical devices from at least 3 different certified equipment manufacturers.	Yes		

**FORM 2.H –NETWORK INSIGHT GENERAL CHARACTERISTICS**

NETWORK INSIGHT GENERAL CHARACTERISTICS			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Provide planning capabilities for security visibility and traffic analysis, troubleshooting, auditing and networking traffic compliance of environments that support physical or virtualized topologies.	Yes		
Provide a web-based graphical interface that can easily monitor large data flows with the capacity to drill-down into each individual element.	Yes		
Provide 360 degree visibility between physical and virtual networks.	Yes		
Provide East-West, North-South traffic analysis, and between Hosts at the L2 or L3 layers.	Yes		
Provide internal and external traffic visibility between layers or intra layers including VLAN and Virtual Extensible LAN (VXLAN) segments.	Yes		
Capability to model security groups.	Yes		
Capability to monitor IPFIX flows and group them in VLAN or Virtual Extensible LAN (VXLAN) segments within vCenter including micro segmentation.	Yes		
Capability to suggest security policies that can be exported such as micro-segmentation policies within the environment.	Yes		
Include a search interface that will allow basic and complex searches.	Yes		
Capacity to identify potential connectivity issues.	Yes		
Provide analytics of the virtualized infrastructure that includes storage, servers, computers, networking, and security components. Able to analyze both cloud and physical connections and workloads via Virtual Extensible LAN (VXLAN) or VLAN.	Yes		
Able to collect configuration information and routing tables from networking devices using SSH or SNMP from any network device including brands such as Cisco, HP, Dell, Arista, Brocade or Juniper.	Yes		
Capacity to collect, analyze and process IPFIX information through VLAN/VXLAN, routing, or distributed firewall.	Yes		
Able to create alerts when certain defined parameters are broken.	Yes		
Capability to retain historic networking workflows for approximately 30 days.	Yes		
Able to collect IPFIX information from the virtual network switches.	Yes		

**FORM 3.A – DATA BACKUP AND RECOVERY APPLICATION  
 GENERAL CHARACTERISTICS**

DATA BACKUP AND RECOVERY APPLICATION GENERAL CHARACTERISTICS			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
<b>Virtual Environments</b>			
Solution with disaster recovery components on demand based on automation and replication technologies such as cloud replication and software manager for site recovery.	Yes		
The disaster recovery platform should have an SLA availability compliance of at least 99.99%	Yes		
Local storage solution must be natively integrated with the Hypervisor Software.	Yes		
Storage system must provide: Replication Backup	Yes		
Local backup solution based on hyper-convergence of minimum 4 Hosts (Servers) with 2 CPU's, 512GB RAM, flash drives and minimum 10TB RAW capacity per server.	Yes		
Integrated backup solution must backup and restore individual VMs and individual files.	Yes		
Backup solution must provide efficient Replication to a remote location.	Yes		
Hypervisors are supported by your backup & recovery solution	Yes		
It is possible to perform single file restores for these hypervisors	Yes		
VMs can be backed up (full, incremental, differential, synthetic) from a policy point of view	Yes		
Are there any compression or deduplication features that reduce the amount of data transfer and/or storage space	Yes		
Support image-level backups and the ability to restore the VM complete image	Yes		
Virtual machine snapshots supported	Yes		
Possible to back up a selection of VMs by tags, regular expression matching on name, per cluster, or per storage section	Yes		
Possible to backup virtual machines in a "running", "paused" or "shut off" state	Yes		
Full restore job logs accessible for the administrator	Yes		

<b>Databases</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Are fast recovery times of databases necessary for your company's RTO objectives?			
Please describe what databases are supported by your backup & recovery solution	Yes		
Do you offer point-in-time restores for these databases?	Yes		
DBs may be backed up (full, incremental, differential, synthetic) from a policy point of view	Yes		
How much control do administrators have over customizing the backup and recovery procedures?	Yes		
Are there any compression or deduplication features that reduce the amount of data transfer and/or storage space?	Yes		
Is it possible to backup DBs to various storage systems or clouds?	Yes		
Is it possible to perform 'hot' backup of databases? If so, which database types?			
<b>Administration Tools</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Can your solution perform multiple abstraction (physical, virtual, container, cloud) backup and recovery operations all from a single platform?	Yes		
How can we access the backup catalog & back it up?	Yes		
Is there a web interface available, and can it be customized?	Yes		
Is there a GUI desktop program interface available? Do you provide both command-line and GUI user interfaces?	Yes		
Do you provide some type of configs preview environment so we can test before launch?	Yes		
What Admin Roles & Permissions are available for Users?	Yes		
What types of reports and analytics are included?	Yes		
Is there a mobile application interface available?	Yes		
Can it manage multiple data centers with several storages from a single login?	Yes		
Can it migrate backups between different data centers and restore them to other offsite locations?	Yes		
<b>Administration Tools - Analytics</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Do you provide a Dashboard with business-critical backup & recovery metrics?	Yes		
Does your solution offer built-in analytics or provide it via a 3rd party app?	Yes		
<b>Is there a report for 'Total Storage Capacity left'?</b>	Yes		



<b>Windows Environments</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
What versions of Windows Server are supported by your solution?	Yes		
Does your software support Windows EFS technology?	Yes		
Does your software support Windows VSS technology?	Yes		
Is there a bare metal recovery possibility for Windows Server?	Yes		
Is there a P2V and V2P option?	Yes		
Does your software support (U)EFI system and secure boot?	Yes		
Is there a support for GPT table while restoring?	Yes		
Is there a support for dynamic disks while restoring?	Yes		
How flexible are the partitioning options?	Yes		
Does your solution support LDAP and Active Directory?	Yes		
Can your solution recover a single LDAP object?	Yes		
<b>Linux Environments</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
What Linux distributions are supported by your software?	Yes		
How flexible are the partitioning options?	Yes		
Is there a bare metal recovery option for Linux?	Yes		
Can the software create an ISO to boot from during restore?	Yes		
Can your software restore the system to entirely new piece of hardware?	Yes		
Is it possible to clone machines during the restore?	Yes		
<b>Storage Media</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
What cloud providers can we send our data to and retrieve from (AWS, Azure, Oracle, Google etc)?	Yes		
What are the typical restore costs from the cloud?	Yes		
Is there a possibility for tape backup and specifically D2D2T backup technique?	Yes		
What autochangers are being supported?	Yes		
Is there a support for NDMP-powered devices and how rapidly / granularly can they be restored?	Yes		
Is there a special backup strategy for SAN networks?	Yes		
Are there any tools designed for faster restore from NAS devices?	Yes		

<b>Policies and Security</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Do you have the possibility to make incremental and differential backups?	Yes		
Is it possible to perform "Incremental forever" scheme?	Yes		
Is backup syndication possible?	Yes		
Are there any job scheduling options?	Yes		
Is there an option for a scripting before / after the job?	Yes		
Is there an automated maintenance?	Yes		

<b>Security</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Is there a support for EFS data protection technology?			
Is there a range of data encryption choices (SSL, TLS, etc)? Are they turned on automatically?			
Are your products FIPS compliant?	Yes		
Do you have data corruption detection possibilities?			
Do you have persistent passwords between different elements of software / hardware architecture of your backup system?			
Operations/processes compliant with FERPA regulations	Yes		

<b>Licensing Model</b>			
<i>General Description/requirements</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Describe licensing model	Yes		

**FORM 3.B – CUSTOMER SUPPORT AND PROPOSER FACILITIES INFORMATION**

<b>CUSTOMER SUPPORT AND PROPOSER FACILITIES INFORMATION</b>			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Please provide details about your on-boarding processes for new clients.	Yes		
What is the average timeline for solution implementation?	Yes		
Do you provide training and user documentation for the entire platform?	Yes		
List all services resources who will be dedicated to our business	Yes		
Provide an example of a customer success plan you offer your customers	Yes		
Do you have extended support hours for supporting an event's onsite operation?	Yes		
How big is your customer support team and where are they located?	Yes		
Please detail your phone support offering. Is it available 24/7? Is there an additional cost associated with this service?	Yes		
What are your average wait/response times for phone support?	Yes		
Is there a priority queue available for urgent and time-sensitive requests?	Yes		
Can we get a dedicated support representative if needed?	Yes		
<b>Remote backup services – Proposer facilities</b>			
<i>General Description</i>	<i>Mandatory for Points</i>	<i>Complies (Yes/No)</i>	<i>Notes</i>
Local (Puerto Rico) physical facilities Tier/Level 3 or Tier Level 4 compliant or ANSI/BICSI 002-2019 data center.	Yes		
Remote (Continental United States) physical facilities Tier/Level 3 or Tier Level 4 compliant or ANSI/BICSI 002-2019.	Yes		
Local (Puerto Rico) physical facilities minimum connection data bandwidth of 10Gbps to PRDE Data Center.	Yes		

### FORM 4 - PRICE PROPOSAL FORMS

PROPOSER IS REQUIRED TO DISCLOSE ANY EXCEPTIONS TO REPAIRS AND/OR REPLACEMENTS FOR PURCHASED EQUIPMENT AND SERVICES, AND MUST CLEARLY SPECIFY ALL EXCEPTIONS AND LIST THE SEPARATE COSTS IN THE PROPOSER'S PRICING PROPOSAL

IF APPLICABLE, THE PERCENTAGE ESTABLISHED BY RESOLUTION OF THE BOARD FOR THE INVESTMENT IN THE PUERTO RICAN INDUSTRY SHALL BE IDENTIFIED BY PROPOSER IN THE SEPARATE COLUMN IN THE PROPOSER'S PRICE PROPOSAL SO THAT THE EVALUATION OF PRICING TO BE CONDUCTED IN ACCORDANCE WITH LAW NO. 14 OF JANUARY 8, 2004, AS AMENDED.

**A. USE THIS FORM IF PROPOSING FOR HYPER CONVERGED DATA CENTER**

<b>1. One-time Costs</b>		
<b>Description</b>	<b>Proposed Price</b>	<b>PR INVESTMENT</b>
Estimated Hardware Acquisition Cost		
Proposed Software Licensing Fees		
Third Party Software (i.e. operating system, databases, reporting tools)		
Application Development/Customization		
Installation/Implementation		
Project Management		
Training, including all materials		
Existing PRDE Data Center Equipment Decommission		
Other One-Time Costs (Describe)		
<b>Total One-Time Costs</b>		
<b>2. Hardware</b>		
<b>Description (Make, Model, Configuration)</b>	<b>Proposed Price</b>	<b>PR INVESTMENT</b>
Other One-Time Costs		
<b>Total Costs</b>		
<b>3. Software (Product, Version, Release)</b>		
<b>Description</b>	<b>Proposed Price</b>	<b>PR INVESTMENT</b>
<b>Total Costs</b>		

4. Recurring Annual Costs		
Description (maintenance and support fees, etc.)	Proposed Price	PR INVESTMENT
<b>Total Costs</b>		
5. Optional Services- Hourly Rates		
Position/Role	Hourly Rate	PR INVESTMENT
<b>Total Costs</b>		

**B. USE THIS FORM IF PROPOSING FOR DATA BACKUP AND RECOVERY SERVICES**

1. One-time Costs		
Description	Proposed Price	PR INVESTMENT
Proposed Software Licensing Fees		
Third Party Software (i.e. operating system, databases, reporting tools)		
Application Development/Customization		
Installation/Implementation		
Project Management		
Training, including all materials		
Other One-Time Costs (Describe)		
<b>Total One-Time Costs</b>		
2. Software (Product, Version, Release)		
Description	Proposed Price	PR INVESTMENT
<b>Total Costs</b>		
3. Recurring Annual Costs		
Description (maintenance and support fees, etc.)	Proposed Price	PR INVESTMENT
<b>Total Costs</b>		
4. Optional Services- Hourly Rates		
Position/Role	Hourly Rate	PR INVESTMENT
<b>Total Costs</b>		

**FORM 5 - NON-COLLUSION AFFIDAVIT**

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

I, the undersigned, am the \_\_\_\_\_ of \_\_\_\_\_ (the "Proposer"), and being duly sworn, declare that the proposal submitted by the Proposer in response to PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the government of the Commonwealth of Puerto Rico or the Puerto Rico Department of Education; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

**NAME OF PROPOSER:** \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTARY PUBLIC SEAL**

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, of legal age, \_\_\_\_\_ and a resident of \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person who appeared before me and signed this Affidavit.

### FORM 6 - PROPOSER QUESTIONNAIRE

**ANSWER ALL QUESTIONS THAT APPLY; IF A QUESTION DOES NOT APPLY, MARK N/A.**

Business Name: \_\_\_\_\_.

Telephone Number: \_\_\_\_\_; Fax Number: \_\_\_\_\_;

E-mail Address: \_\_\_\_\_ . Web Site Address: \_\_\_\_\_.

Business Address: \_\_\_\_\_

City: \_\_\_\_\_; State: \_\_\_\_\_; Zip Code: \_\_\_\_\_.

#### BUSINESS INFORMATION

Years in Business: \_\_\_\_\_.

Check the following as it applies to your Business:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Public Corporation  | <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company  |  |
| <input type="checkbox"/> Manufacturer        | <input type="checkbox"/> Distributor                | <input type="checkbox"/> Service Contractor  |

Are you a subsidiary of another Company:  Yes  No; If Yes, name of parent:

\_\_\_\_\_

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

\_\_\_\_\_

Check the following Business Classifications that apply to your firm, if any:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Small Business Concern | <input type="checkbox"/> Minority owned business | <input type="checkbox"/> Woman owned business |
|---|--|---|

Does your firm have EDI capabilities:  Yes  No

#### OTHER OPERATIONAL INFORMATION

Number hourly employees: Direct \_\_\_\_\_; Indirect \_\_\_\_\_

Number salary employees: Direct \_\_\_\_\_; Indirect \_\_\_\_\_

Normal work days: \_\_\_\_\_; Normal work hours: \_\_\_\_\_;

Does your firm have a Quality Assurance Program?  Yes  No.

Do you provide on-site technical support?  Yes  No.

**FORM 7**  
**PROPOSER REFERENCES (3 Required)**

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

---

**CLIENT REFERENCE NO. 1**

CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT:        \$ \_\_\_\_\_

---

**CLIENT REFERENCE NO. 2**

CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT:        \$ \_\_\_\_\_

---



---

**CLIENT REFERENCE NO. 3**

CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT:        \$ \_\_\_\_\_

---

**CLIENT REFERENCE NO. 4**

CLIENT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT:        \$ \_\_\_\_\_

---

## **REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER:**

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

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

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

## **REFERENCES MUST BE RECEIVED BY THE DEPARTMENT DIRECTLY FROM THE REFERENCE IN ORDER TO BE CONSIDERED**

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

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

## REFERENCE QUESTIONNAIRE

### PUERTO RICO DEPARTMENT OF EDUCATION RFP NO. PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES

REFERENCE NAME (Company/Organization): \_\_\_\_\_

PROPOSER (VENDOR) NAME (Company/Organization): \_\_\_\_\_

intends to submit a proposal to Puerto Rico Department of Education in response to the Department's RFP for Mobile Device Technology and Services for New Generation Schools.

#### INSTRUCTIONS TO INDIVIDUAL COMPLETING REFERENCE QUESTIONNAIRE:

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include a manual actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to \_\_\_\_\_.
5. This completed document **MUST** be received no later than **10:00 A.M. AST, JANUARY 31, 2020**. Reference documents received after this time will not be considered. References received without a manual signature will not be accepted.
6. **DO NOT RETURN THIS DOCUMENT TO THE PROPOSER (VENDOR).**
7. The Puerto Rico Department of Education may contact references by phone for further clarification if necessary

**REFERENCE QUESTIONNAIRE**

**PUERTO RICO DEPARTMENT OF EDUCATION RFP NO.  
PRDE-OSIATD-2019-005- HYPER CONVERGED DATA CENTER AND BACKUP SERVICES**

**REFERENCE NAME:** \_\_\_\_\_

**PROPOSER (VENDOR) NAME :** \_\_\_\_\_

**Section I. RATING**

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

**RATING SCALE**

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

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

**10 9 8 7 6 5 4 3 2 1 0**

**2. Rate the response time of this vendor:**

**10 9 8 7 6 5 4 3 2 1 0**

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

**10 9 8 7 6 5 4 3 2 1 0**

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

**10 9 8 7 6 5 4 3 2 1 0**

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

**10 9 8 7 6 5 4 3 2 1 0**

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

---

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

---

---

---

---

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

C. Month: \_\_\_\_\_ Year: \_\_\_\_\_ D. to Month: \_\_\_\_\_ Year: \_\_\_\_\_

---

**Section III. ACKNOWLEDGEMENT**

---

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

\_\_\_\_\_

F. **Signature of Reference** **Date**

\_\_\_\_\_

G. **Print Name** **Title**

\_\_\_\_\_

H. **Phone Number**

\_\_\_\_\_

**E-mail address**

**FORM 8**  
**DESIGNATION OF SUBCONTRACTORS**

**PROPOSER NAME:**

---

**SUBCONTRACTOR NO. 1:**

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

---

**SUBCONTRACTOR NO. 2:**

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

---

**SUBCONTRACTOR NO. 3**

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

**FORM 9  
 CERTIFICATE OF INSURANCE COVERAGE**

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

**PROPOSER NAME:** \_\_\_\_\_

**PROPOSER ADDRESS:** \_\_\_\_\_

**NAME OF SURETY:** \_\_\_\_\_

**NAME OF AGENT:** \_\_\_\_\_

**AGENT'S PHONE:** \_\_\_\_\_

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

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

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



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

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - (a) The Puerto Rico Department of Education is hereby named as Additional Insured.
  - (b) The policy(s) cannot be reduced or canceled without at least ninety (90) days' prior written notice to the Puerto Rico Department of Education.
  - (c) The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Puerto Rico Department of Education.
  - (d) The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**FORM 10**  
**LETTER OF INTENT TO SUBMIT A PROPOSAL**

**PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 10:00 A.M., JANUARY 24, 2020. FAILURE TO DELIVER A LETTER OF INTENT BY THE DEADLINE SHALL RESULT IN AUTOMATIC DISQUALIFICATION FROM PARTICIPATION IN THE COMPETITIVE PROCESS.**

---

\_\_\_\_\_ (the "Proposer") has received a copy of PRDE-OSIATD-2019-005-HYPER CONVERGED DATA CENTER AND BACKUP SERVICES (the "RFP") issued by the Puerto Rico Department of Education on December 30, 2019. I, the undersigned, in my capacity as \_\_\_\_\_ of the Proposer, am duly authorized to submit this Letter of Intent on behalf of Proposer, and to designate the following person to act on behalf of the Proposer as its principal contact in connection with the RFP:

**PRINCIPAL CONTACT:**

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

I hereby acknowledge receipt of the RFP and any addenda thereto, and certify that it is the intent of the Proposer to submit a proposal in response to the RFP.

Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

---

**LETTERS OF INTENT ARE TO BE ADDRESSED AND EMAILED TO**

**Sr. José L. Narváez Figueroa**  
[rfp-datacenter@de.pr.gov](mailto:rfp-datacenter@de.pr.gov)

**FORM 11**  
**W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS)**

**THIS FORM IS AVAILABLE FOR DOWNLOAD AT**

<https://www.irs.gov/uac/about-form-w9>

**SC-2908 CERTIFICATION OF REGISTRATION FILING FOR CORPORATIONS AND  
COMPANIES (DEPARTAMENTO DE HACIENDA)**

**THIS FORM IS AVAILABLE FOR DOWNLOAD AT**

[http://www.pr.gov/Attachments/pdf/024%20hacienda%20forma-sol\\_correo%20certif\\_deuda-radic-infor\\_plan%20sc%202908%20rev\\_nov04.pdf](http://www.pr.gov/Attachments/pdf/024%20hacienda%20forma-sol_correo%20certif_deuda-radic-infor_plan%20sc%202908%20rev_nov04.pdf)

[The remainder of this page intentionally left blank.]

**FORM 12**  
**PROPOSER EXPERIENCE OVER THE LAST 5 YEARS**

**ADD ADDITIONAL PAGES AS NEEDED**

1	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	DESCRIBE SERVICE(S) PROVIDED	
	HYPER CONVERGED DATA CENTER	
	DATA BACKUP & RECOVERY	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

2	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	DESCRIBE SERVICE(S) PROVIDED	
	HYPER CONVERGED DATA CENTER	
	DATA BACKUP & RECOVERY	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	

3	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	DESCRIBE SERVICE(S) PROVIDED	
	HYPER CONVERGED DATA CENTER	
	DATA BACKUP & RECOVERY	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL VALUE	