



GOVERNMENT OF PUERTO RICO
EDUCATION DEPARTMENT
OFFICE OF INFORMATION SYSTEMS AND TECHNOLOGICAL
SUPPORT FOR TEACHING

**REQUEST FOR PROPOSALS (RFP) NO:
PRDE-OSIATD-2021-001-VOIP TELEPHONY EQUIPMENT AND SERVICES**

EVENT	DATE/TIME*
Publication and Posting of RFP	Thursday, October 21, 2021
Data Center Telecom Facility Walk-Thru (<i>Optional</i>)**	10:00 a.m., Thursday, October 28, 2021
Deadline for Vendors to Submit RFP Questions	4:00 p.m., Tuesday, November 2, 2021
Responses to Vendor Questions Posted on PRDE Website	Friday, November 5, 2021
DEADLINE FOR SUBMITTING PROPOSALS	4:00 P.M., FRIDAY, NOVEMBER 12, 2021
Oral Presentation by Vendor Finalists	To be Announced, <i>but only if needed</i>

Note: All listed times are Atlantic Standard Time (AST)

**Vendors are encouraged to register in advance for the Data Center Walk-Thru (See APPENDIX I)

**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-voi@de.pr.gov

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

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

All Proposer questions should be in writing and emailed to: rfp-voi@de.pr.gov. This RFP, all attachments and any addenda are available for download at: <https://de.pr.gov>

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GOVERNMENT OF PUERTO RICO

EDUCATION DEPARTMENT

OFFICE OF INFORMATION SYSTEMS AND TECHNOLOGICAL
SUPPORT FOR TEACHING

REQUEST FOR PROPOSALS PRDE-OSIATD-2021-001 VOIP TELEPHONY EQUIPMENT AND SERVICES

October 21, 2021

TO PROSPECTIVE PROPOSERS:

The Commonwealth of Puerto Rico Department of Education (the "Department") is requesting proposals for a vendor serviced and managed on-premises redundant VoIP system pursuant to the above-referenced Request for Proposals (RFP). Notice of the RFP is published in the *El Nuevo Día* newspaper and the *El Vocero de Puerto Rico* newspaper on October 21, 2021, and on the PRDE website and the Office and Budget Department Bids and RFPs website.

Proposers are requested to propose PRDE VOIP Telephony Equipment and Services to be provided under the direction of the Office of Information Systems and Technology Support for Teaching ("OSIATD") during the term of the awarded contract. Each proposal must be in the format specified in the RFP, must include all 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 in a walk-thru of the Department's current Telecom Facility in the Data Center located in the Corrections Building, 4th Floor, Tte. César González, Esquina Kalaf, Urb. Industrial Tres Monjitas, Hato Rey, PR, at 10:00 a.m. on Tuesday, October 21, 2021. The Department intends to award a contract to one (1) Proposer selected to provide the equipment and services described in the RFP.

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

Sincerely,

MARIE ORTIZ SÁNCHEZ
Chief Information Officer

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:**	262,983
Schools:**	855
Teachers:	30,000
Regional Education Offices:	7
**Based on Student Information System on 11/30/2020	

A complete list of PRDE schools and non-instructional facilities will be posted on the PRDE website at <https://de.pr.gov>.

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SECTION II: PRDE RIGHTS AND GENERAL INVITATION

1. PRDE RIGHTS

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

1. Reject any or all proposals;
2. Amend and/or correct errors in this RFP;
3. Cancel or suspend the RFP for any reason, including for convenience of the Department, and/or reduce the scope of services;
4. Issue one (1) or more subsequent RFPs for the same services;
5. Extend the deadline for submitting proposals;
6. Appoint an evaluation committee to review proposals and make Proposer selections;
7. Seek the assistance of technical experts to review proposals and make recommendations;
8. Invite one or more Proposers for presentations and negotiations after review of proposals;
9. Negotiate with any, all, or none of the Proposers;
10. Solicit best and final offers (BAFO) from all, some or none of the Proposers;
11. Award a contract to one (1) or more Proposers;
12. Award a contract without discussions or negotiations;
13. Award a contract for longer or shorter terms and/or with options to renew;
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. Renegotiate or revise the contract terms based upon rule changes prior to and/or after the award of the contract;
19. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any Proposers;
20. 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;
21. Terminate the awarded contract at any time, with or without cause;
22. Refrain from applying for the funding for any services proposed under this RFP; and
23. Exercise any other right or take any other action allowed by law.

2. 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 sole convenience of the Department.

B. RFP Questions

Proposers may submit questions concerning this RFP to the Department in writing by email on or before the deadline set forth on the cover page of this RFP. Questions should be emailed to the email address set forth on the cover page of this RFP.

Responses to questions submitted by the deadline will be 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-voi@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.

3. CONTRACT REQUIREMENT

The Department intends to award a contract to one (1) or more Proposers selected to provide the services requested in this RFP. The term of the contract is expected to be for six (6) months, with two (2) one-year renewal option. 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.

4. ESSER-CARES PROGRAM FUNDING

The COVID-19 dramatically exacerbated already-challenging educational conditions in Puerto Rico causing student and teacher attrition, significant loss of school time by students, and big challenges on providing educational resources, online classes, equipment, food and supplies in the system for students and teachers. To address the challenges created by the COVID-19, the USDE released the ESSER program, among others, in order to award funding to disaster-impacted by emergency for teachers, students, families and personnel. Funds were approved for the VoIP Telephony Equipment and Services initiative under the

Elementary and Secondary School Emergency Relief Fund (ESSER) (section 18003 of the CARES Act). These funds are valid until June 30, 2022, therefore, all work related to this RFP must be done before set date.

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SECTION III: REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

1. INTRODUCTION

The Department of Education's Telecommunications environment, which has been in service since 2006, has been very robust, versatile, and efficient for the past 14 years. During that period, the environment has been upgraded several times.

Currently, and from the experience acquired during the past hurricane seasons, the Telecommunications 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. The solution is the migration to a new VoIP Telephony System to be implemented without interruptions to the current system availability.

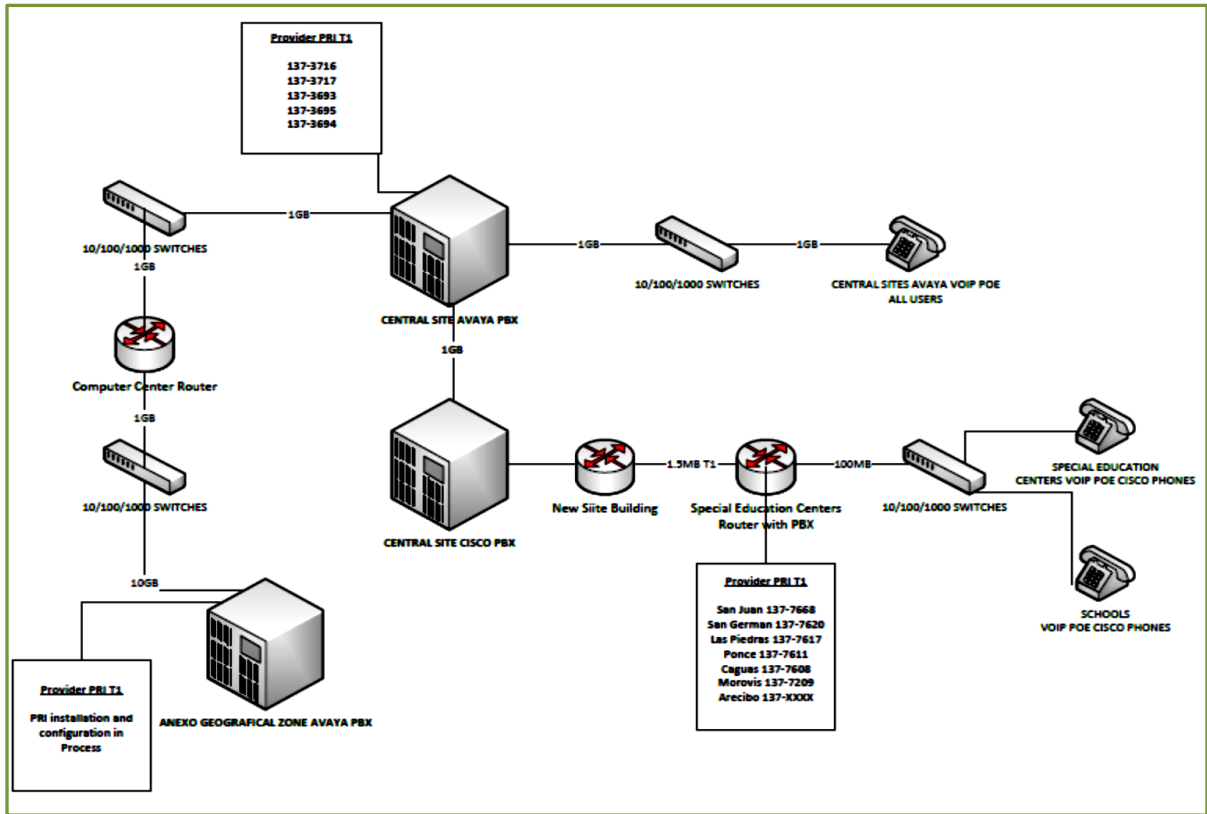
2. RFP OBJECTIVES

The Department is requesting proposals pursuant to **RFP NO. PRDE-OSIATD-2021-001-VOIP TELEPHONY EQUIPMENT AND SERVICES** (hereinafter, this "RFP") to update its current Telecommunications to a VoIP Telephony infrastructure. 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 the Department's schools and non-instructional facilities.

3. OVERVIEW OF CURRENT TELEPHONE ENVIRONMENT

Currently, most schools have 1-3 POTS lines in offices and no phones in classrooms. Few schools have sophisticated PBX systems with modern features such as routing voicemail to email, but most have an older, Nortel ICS Multi-Line Telephony System. Each of the eighty-three 21st Century schools has its own VoIP PBX, about 12 VoIP phones per school for administrative offices. About half of the 21st Century schools have one PRI line, with implementation of remaining half pending. All schools have a single VoIP connection to PRDE headquarters, though these are largely not in active use at the present time. PRDE central office has three (3) PBXs. Now that access to high-bandwidth Internet is readily available, PRDE is interested in implementing VoIP within and across all of Puerto Rico's public schools. As result, vendors responding to this RFP must include a migration strategy to accomplish the proposed transition to VoIP. For an overview of current PRDE Internet and data communication WAN environment please see APPENDIX VI.

4. PRDE REGIONAL AND DISTRICT OFFICE PBX SYSTEM



5. CURRENT LEGACY VOICE SYSTEM INFORMATON AND ESTIMTED QUANTITIES

A. Hardware

HARDWARE	BRAND	MODEL	LICENSES	QTY
PBX	NORTEL/AVAYA	CS1000	214	214
SERVERS	NORTEL/AVAYA			1
HANDSETS	NORTEL/AVAYA	1210,1230, 1110, 1120, 1140	214	214

B. Software and Licenses

SOFTWARE	BRAND	MODEL	LICENSES	QTY
Auto Attendant	NORTEL/AVAYA	750	214	214
Voicemail	NORTEL/AVAYA	750	214	214
Call Accounting	NORTEL/AVAYA	750	214	214
PBX MANAGEMENT	NORTEL/AVAYA	750	214	214

C. Basic Voice Services

VOICE SERVICE	QTY	VOICE SERVICE	QTY
BASIC LOCAL (POT)	4000	DIGITAL PRI T-1	100
911	5000	SIP TRUNK LINES	224
800 SERVICE	11	TTY SERVICES	1600
800 SERVICE 1 HIGH USE LINE	20834	SINGLE LINE - ACCES CHARGE	5000
411	5250	FAX	1000
LONG DISTANCE INTRA ISLA	185000	GROUP HUNT FEATURES MAIN BUS	385
LONG DISTANCE INTER STATE	16667	GROUP HUNT FEATURES PBX	21
LONG DISTANCE INTERNATIONAL	1	INSIDE WIRE MAINTENANCE	5000
DID SERVICES (BLKS OF 40)	100		

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REQUESTED SOLUTION

The proposer’s solution must comply with the following minimum requirements:

A. On-premises VoIP vendor/service provider fully serviced and managed system.

(i) System Features (Minimum)

DESCRIPTION	MANDATORY	AVAILABLE
	FOR POINTS	POINTS
Advanced Call Management (Cisco Unified Communications Manager functions or equivalent)	YES	5
Call Routing	YES	1
Anonymous Call Rejection	YES	1
Auto Attendant	YES	5
Business Text Messaging	YES	1
Call Accounting	YES	1
Call Forwarding	YES	1
Call Notify	YES	1
Call Park	YES	1
Call Presence	YES	1
Call Pulling	YES	1
Call Queues	YES	1
Call Screening	YES	1
Call Transfer	YES	1
Conference Bridge	YES	1
Custom Music on Hold	YES	1
Custom Ringback	YES	1
DND (Do not Disturb)	YES	1
Extension Dialing (number change)	YES	1
Free Local Phone Number	YES	1
Hot Desking	YES	1
Instant Messaging	YES	1
Number Porting (keep existing phone numbers)	YES	5
Online Fax	YES	2
Priority Alerts	YES	1
Push to Talk	YES	1
SIP Trunking	YES	5
Softphone	YES	5
Speed Dial	YES	1
Three-way Calling	YES	1
Toll-Free Number	YES	1
Upgrade Options	YES	1
Voice Calls	NO	N/A
Voicemail	YES	1
Voicemail Forwarding	YES	1

DESCRIPTION	MANDATORY	AVAILABLE
	FOR POINTS	POINTS
Voicemail Greetings	YES	1
Voicemail to Email	YES	1
Voicemail to Text	YES	1
VoIP Caller ID	YES	1
Video Conferencing	YES	2
VoIP Switchboard	YES	5
Unified Messaging System (UMS) capabilities	YES	5
Microsoft exchange		
Customizable Call Accounting reporting	YES	3
Customizable Auto Attendant configurations	YES	5
TOTAL AVAILBLE POINTS		79

Note: 1-5 points will be awarded for each item above that complies 100% of the specified requirement. No points will be awarded for any item that does not comply with the requirement.

B. Hardware Requirements

IMPORTANT NOTE: References in this RFP to the Cisco brand and/or Cisco models are guidelines only. The Department is interested in and will consider all equipment proposed by Proposers that have comparable or better functionality than the Cisco equipment examples indicated.

(i) End User Equipment (Cisco or Equivalent)

SITES	REQUESTED MODEL/VERSION	CURRENT	RECOMMENDED	MANDATORY	AVAILABLE
	(OR EQUIVALENT)	QTY	QTY	FOR POINTS	POINTS
Schools	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	8,570	6,856	YES	5
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		1,714	YES	5
OMEF Regions and Facilities	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	520	420	YES	5
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		100	YES	5
Special Schools (Escuelas Especiales)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	150	120	YES	5
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		30	YES	5
General Archives (Archivos Generales)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	25	25	YES	5
School Lunchrooms Storage Sites (almacenes de Comedores Escolares)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	60	60	YES	5

SITES	REQUESTED MODEL/VERSION	CURRENT	RECOMMENDED	MANDATORY	AVAILABLE
	(OR EQUIVALENT)	QTY	QTY	FOR POINTS	POINTS
School Lunchrooms (Comedores Escolares)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	1,000	800	YES	5
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		200	YES	5
PRDE Central Administration	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	500	400	YES	5
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		100	YES	5
Printing Office and Library for the Blind (Biblioteca para Ciegos)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	10	10	YES	5
Call Center	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	20	20	YES	5
Call Center	Noise Canceling Headsets for Cisco IP Phone 7841	20	20	YES	5
TOTAL		10,875	10,875		75

Note: 5 points will be awarded for each item above that complies 100% of the specified requirement. No points will be awarded for any item that does not comply with the requirement.

(ii) Management Platform (Cisco or Equivalent)

MODEL/VERSION	REQUIREMENTS	QTY	MANDATORY	AVAILABLE
(OR EQUIVALENT)			FOR POINTS	POINTS
Cisco Business Edition 7000H (M5) Appliance(s)	Support for 11,000 end user devices. Second 700H configured for redundancy. Include all necessary hardware and licensing for system operation as per requirements in section 3.4 B and C.	2	YES	10
BE7000 Platform applications	Cisco Unified Communications Manager and any additional application(s) needed to comply with all of the requirements in section 3.4 B and C.	1 or 2 as needed to comply with redundancy	YES	10
TOTAL AVAILABLE POINTS:				20

Note: 10 points will be awarded for each item above that complies 100% of the specified requirement. For non-compliant responses, partial points may be awarded based on degree of non-compliance.

(iii) Other Service Deliverables

DELIVERABLE REQUIREMENT	MANDATORY	AVAILABLE
	FOR POINTS	POINTS
Migration Plan Included	YES	10
Software updates will be the latest recommended compatible versions at implementation time	YES	5
VoIP system and services configuration for all PRDE sites/service regions including auto attendant configuration as per PRDE requirements	YES	10
Second 7000H or equivalent configured for redundant services/failover	YES	10
Call Center capabilities for 15 licenses	YES	10
License(s) activation(s)	YES	10
Health check to the new platform upon final configurations	YES	10
Realize Disaster Recovery/Redundancy tests between both Cisco 7000H or equivalent appliances	YES	10
OSIATD IT Personnel User Training will be provided	YES	10
Knowledge Transfer on new platform management system will take place	YES	10
Components offered must all be Brand-new, not re-manufactured, nor repaired, or refurbished components.	YES	10
Software updates, firmware, patches, fixes must be certified and delivered by the Proposer and includes all components.	YES	10
Proposer must offer and certify a warranty support plan that includes direct phone support from a unified support center.	YES	10
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 (5) 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	10
Proposer must specify any equipment not covered by warranty and/or any other deliverables exclusion from warranty work.	YES	10
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	10
System must count with application(s) support that reports system health automatically.	YES	10
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	10
Hardware and software manuals will be delivered to PRDE.	YES	10
Hardware and software configuration reports will be provided to PRDE.	YES	10
Hardware and software support contact guidelines/procedures will be delivered to PRDE.	YES	10
Provide a dedicated support representative for one year (minimum)	YES	10
TOTAL AVAILABLE POINTS:		215

Note: 5-10 points will be awarded for each item above that complies 100% of the specified requirement. For non-compliant responses, partial points may be awarded based on degree of non-compliance.

DELIVERABLE REQUIREMENT	MANDATORY	AVAILABLE
	FOR POINTS	POINTS
Hardware and software manuals will be delivered to PRDE.	YES	10
Please provide details about your on-boarding processes for new clients.	YES	5
What is the average timeline for solution implementation?	YES	10
Do you provide training and user documentation for the entire platform?	YES	10
List all services resources who will be dedicated to our business	YES	10
Provide an example of a customer success plan you offer your customers	YES	10
Do you have extended support hours for supporting an event's onsite operation?	YES	10
How big is your customer support team and where are they located?	YES	10
Please detail your phone support offering. Is it available 24/7? Is there an additional cost associated with this service?	YES	10
What are your average wait/response times for phone support?	YES	10
Is there a priority queue available for urgent and time-sensitive requests?	YES	10
TOTAL AVAILABLE POINTS		105

Note: 5-10 points are awarded for each item above that complies with the specified requirement; For non-compliant responses, partial points may be awarded based on degree of non-compliance.

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SECTION IV: GENERAL TERMS AND CONDITIONS

1. PROPOSAL (BID) BOND

Proposers are required to include a proposal guaranty (bid) bond in the proposal for 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 accepted.

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 VoIP service provider, the Proposer will enter 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, Specific Terms and Conditions, 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 six-month contract, with two (2) one-year renewal options, subject to annual budget appropriations, to one (1) Proposer 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 until June 30, 2022, 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 25% of the contract total, including any renewal periods. 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 performance bond shall be filed with the Department 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. Suspension of Services. Upon ten (10) days prior written notice from the Department to the Proposer, the Department may request that Proposer suspend services in whole or part. The Proposer shall promptly resume performance of services upon written notice from the Department.
- C. Proposer Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:
- 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 Restart Program or other utilized funding opportunity program rules;
 - 4) Failure of Proposer to pay any non-tax debt owed to the federal government in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996;
 - 5) Default by Proposer under any other agreement Proposer may have with the Department;
 - 6) 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;

- 7) The Proposer incurs any conflict of interest as specified in the contract;
- 8) If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
- 9) Failure to maintain insurance as required under the contract; and
- 10) An assignment 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 of said Default Event, and/or if written notice of Default is required then within thirty (30) days after receipt of written notice given in accordance with the terms of the contract specifying the Event of Default. If such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, and 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. Execute on Proposer's performance bond;

- G. Withhold all or part of Proposer's compensation under the contract; and
- H. Seek 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, jump drives, backup drives, 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 agree in writing to undertake the same obligations agreed to by Proposer under the contract. A copy of said agreement shall be filed with the Department.

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, in order 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 equipment and service descriptions (including make, model, quantities and warranty), 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, including 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 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. Unemployment Insurance and Social Security. The Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
- D. No Indictments or Convictions. The Proposer certifies that it (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.
- E. Good Standing. The Proposer and each of its subcontractors are not in default or have not been deemed by the Department to be in default under any other agreement with the Department during the five (5) year period immediately preceding the date of the contract.
- F. Anti-corruption Provisions. Proposer shall obtain a copy of and agree to comply with the Anti-Corruption Code of Puerto Rico, approved pursuant to Act 2 of January 4, 2018

(“Act 2-2018”) and together with Act 1 of January 3, 2012, as amended, also known as the “Organic Act of the Office of Government Ethics of Puerto Rico” (“Act 1-2012”).

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

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. PROPOSER/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.

The Department wishes to ascertain all maintenance and support service costs, and the length of the warranty on the system, including post-implementation warranty periods and on-going maintenance costs.

Proposer shall include with the RFP response a detailed overview of all applicable and available warranties, including exclusions, for each component of the system. The Proposer's proposal must include a three (3) year maintenance and service warranty. The price for available services that are not underwritten with the manufacturer's warranty shall be included in the proposal and itemized separately as PRDE will determine the level of manufacturer service and warranty desired

Proposers shall do the following:

1. List all components and equipment and identify what the warranties are for equipment by the manufacturer and identify whether all equipment repairs and/or maintenance are covered during the contracted period.
2. Specify Proposer warranty being provided to ensure compliance with projected delivery and installation dates. Include the applicable manufacturer warranties, brochures and marketing materials shall be included with the proposal for all components and equipment covered.
3. Specify what is included in the post-implementation warranty and include the responsibilities the Department will assume during the contract period. The maintenance costs should include the all-inclusive hourly charge rates (during specified hours) and any other anticipated charges.

Proposer ensures the following will be guaranteed by the resulting contract:

- A. Proposer shall guarantee to provide maintenance and support services for the proposed VoIP system and all peripherals, including parts, labor and monitoring for a minimum of three (3) years after acceptance of the system by PRDE. This shall be separate from but underwritten by the manufacturer's guarantee.
- B. Proposer shall assign to the Department the benefits of any manufacturer warranty of the products and shall cooperate with the Department in securing all remedies of such warranty for the benefit of the Department.
- C. The warranty period shall start with the date of system acceptance and shall be extended to include those days during which the system and/or equipment is (was) out of service for warranty repair. 2. Software updates for corrections and refinements for purchased capabilities shall be provided as part of the Proposer's services contract and Proposer shall correct any mistakes in programming caused during software updates at no expense to the Department.
- D. Proposer must provide with the response to this request for proposal, a current letter form the manufacturer(s) guaranteeing parts availability, software/programming support, and qualified maintenance support for the specific system proposed for a period of three (3) years.
 1. Software/System Revisions: Vendor shall guarantee that the operational software and components initially installed are the latest generation and clearly state the version and/or revision number proposed for all components and all peripherals. Pending software upgrades or system revisions which are pertinent to the City's installation, to be released within one year of acceptance, shall be provided at no charge. Planned end-of-life or obsolescence shall be listed in Vendor's response. The proposed system and software must be compatible with the City's data network.

Software upgrades, patches or system revisions which are subsequently developed to correct problems or malfunctions must be provided at no additional charge, regardless of the inclusion of enhancements, for three (3) years by the manufacturer.
 2. System Updated: Proposer and manufacturer must guarantee that all future system enhancements, software, components and programming updates will be provided and/or made available for purchase in a timely manner by PRDE as they are released by the manufacturer for a period of three (3) years. Proposer further agrees to advise PRDE of such updates and enhancement during the warranty period and through the existence of the maintenance or Time and Material (T&M) agreement with Proposer.

Should the manufacturer discontinue the product/equipment and/or cease to do business, the Proposer will be required to obtain source codes and an adequate supply of components to maintain the system. If the Proposer ceases to do business, the manufacturer(s) must

agree to provide components and service for this installation for the duration of the maintenance agreement.

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. None of the partners, shareholders, directors, officers or employees of Proposer shall have any right to, or claim for, vacations, licenses, retirement, bonus, nor social security payments from PRDE. Proposer shall provide the PRDE 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.

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 Forms - FORM 7).

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. Further, when providing services under the contract, Proposer shall not discriminate against any person by reason of social condition, religious or political ideas or affiliation.

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. REVIEW OF CONTRACTS BY THE FOMB

All contracts of \$10 million or more resulting from an RFP are subject to review by the Evaluation Committee in accordance with the Financial and Oversight Management Board ("FOMB") contract review policy and related amendments. See the FOMB contract review policies available at <http://juntasupervision.pr.gov/documents>. Pursuant to the Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico, for: contracts over \$10 million, the vendor must submit the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Board of Financial Supervision and Management for Puerto Rico, effective as of November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications), A signed copy of the "Contractor's Certification Requirement" must be included as an annex to the Contract.

28. ENTIRE AGREEMENT; AMENDMENTS

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

29. CONTINUING OBLIGATION TO PERFORM

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

30. 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.

31. GOVERNING LAW

The contract shall be subject to and construed in accordance with the laws and regulations of the Commonwealth of Puerto Rico and the United States of America. The General Court of Justice of San Juan of the Commonwealth of Puerto Rico shall have exclusive jurisdiction to resolve any dispute or controversy regarding the application or interpretation of the contract, and the parties thereto thereby irrevocably submit to the jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico, or the federal courts in the event such dispute or controversy pertains to any Restart Program funds invoiced and/or paid for Services rendered under the contract.

32. CONFLICT OF INTEREST

Pursuant to the Puerto Rico Anti-Corruption Code (Act 2-2018), Proposer shall not represent third party interests in cases or matters that imply a conflict of interests or of public policy between the Department and any such third party. "Conflict of Interests" includes any situation in which the personal or economic interest is or may be reasonably in conflict with the public interest. It shall be understood that there exists a conflict of interest when, in the compliance of any duty to third parties, Proposer would have to engage in any acts or refrain from acting in a manner that is detrimental to the best interests of the Department, or when for the benefit of another prior, present or potential client, Proposer would have to promote something which it would have otherwise opposed for the benefit 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.

33. 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.

34. 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.

35. 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.

36. 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, pandemics or epidemics, earthquakes, or other disasters.

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

37. KNOWLEDGE TRANSFER.

Proposer shall detail the knowledge transfer plan to train and enable PRDE employees. The proposal shall indicate whether the documentation follows known methodologies and/or standards, and shall detail:

- If and/or how employees will be certified in the solution
- Delivery and storage of training manuals, user guides, maintenance procedures and other relevant documentation.

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), (iv) 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. STORAGE

In the cases where it applies, the Proposers shall bear all the expenses related to the storage of the products. The Government will not be responsible for any taxes or fees associated with storage prior to delivery. The PRDE reserves the right to conduct duly pre-approved and scheduled storage and inventory audits at least once a year.

7. SAMPLES

In the event that the Evaluation Committee requires samples of equipment or items listed, the Bidder will have three (3) business days, counted from receipt of the request, to physically deliver said samples in their original packaging. Proponents who do not comply will be disqualified from the RFP. Samples sent for evaluation will be free, representative of the product offered and will be identified by row, item, type, quality, style and size. After the evaluation of the samples, the Bidder may collect the samples, within ten (10) days after the verbal or written notification by the Evaluation Committee. PRDE is not responsible for any

breakage or damage that supplied samples may suffer while they are under evaluation or inspection.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.**

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SECTION VI: PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

15. 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 deadline 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).

16. PROPOSAL FORMAT

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

17. PROPOSAL SUBMITTALS

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

A. **TAB 1: Cover Letter**

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

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

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

C. **TAB 3: Service Proposal Requirements (Mandatory) – Refer to APPENDIX II**

Each Proposer submitting a proposal must provide the information outlined in **APPENDIX II** (Service Proposal Requirements). The failure to respond fully to each question and information requested in **APPENDIX II** may result in Proposer disqualification for non-responsiveness.

D. **TAB 4: Product and Price Proposal (Mandatory Form) – Refer to APPENDIX V, FORM 2**

Proposers shall provide a Product summary and Price Proposal using **APPENDIX V** (Product and Price Proposal Form - FORM 2) attached hereto. **Proposers that do not submit the product and pricing information on Form 2 shall be automatically disqualified from consideration for a contract award.**

Proposers shall separately identify all federal and state taxes, fees and surcharges 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 3

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

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

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 Rico; 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 4

Proposer shall include a completed Proposer Questionnaire Form, which form is attached hereto as **APPENDIX V** (Proposal Forms – FORM 4).

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

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX V** (Proposal Forms – FORM 5), 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 five (5) years.

Proposers shall request individuals at the references listed on Form 5 to email completed Reference Questionnaires to Rfp-voi@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 five (5) years will also receive a score of zero (0) points.

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

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

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

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

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: Disclosure of Recent Legal Actions and Government Sanctions

1. 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.

2. **Government Sanctions**

List, and briefly describe any and all sanctions imposed by the federal government, the US Territory of Puerto Rico or any other state or local government, including debarment and/or suspension imposed in the past three (3) years. The disclosure should also describe any current investigations underway that could result in a penalty of debarment or suspension.

L. **TAB 12: 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.

M. **TAB 13: Bidders Registry - Eligibility Certificate**

Proposers must include a current Eligibility Certificate evidencing the Proposer’s inclusion in the General Services Administration Registry of Eligible Government Providers (Registro Único de Licitadores, “RUL”) or evidence of request for inclusion in said Registry.

N. **TAB 14: 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 8**.

O. **TAB 15: Financial Statements**

Copies of audited financial statements or tax returns signed by the preparer for the three (3) previous fiscal years and the most recent quarterly report shall be provided. Financial Statements shall include auditor’s letter of opinion, auditor’s notes, balance sheet, and statement of income/loss. Each prime or joint venture partner shall submit this information. The Department reserves the right to accept alternative information and/or documentation submitted by Proposer(s).

P. TAB 16: 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.

Q. TAB 17: Proposer Experience History – Refer to Form 9

Each Proposer shall include a completed Proposer Experience History Form attached hereto as **APPENDIX V** (Vendor Experience History Form – FORM 9), identifying a minimum of three (3) clients from projects of similar scope and comparable size for which the Proposer has experience providing the proposed services.

R. TAB 18: Joint Venture (if applicable)

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

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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 VoIP service provider. The Evaluation Committee will be assisted by a team of technical advisers, procurement consultant 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:

EVALUATION CRITERIA	WEIGHTS
Proposal meets or exceeds RFP Technical & Functional Requirements	40%
Price of products and services*	30%
Professional qualifications and experience providing proposed services to comparably sized school systems, government agencies or businesses	20%
Completeness of required RFP proposal submittals	10%
TOTAL:	100%
*If applicable, the percentage established by Resolution of the Board for the Investment in the Puerto Rican Industry shall be identified by Proposer in a separate column in the Proposer's price proposal in order for the evaluation of pricing be conducted in accordance with Law No. 14 of January 8, 2004, as amended.	

3. NOTICE OF DEPARTMENT'S SELECTION

The Department intends to enter into a six-month contract, with two (2) one-year renewal options to one (1) qualified Proposer that submits a responsive proposal for the most cost-effective solutions that will meet the Department's needs. A Notice shall be sent to the winning Proposer. The Notice shall include a summary of all Proposer pricing, the Evaluation Committee voting records, the reasons the winning Proposer 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 must, within three (3) business days return a 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.

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APPENDIX I: REGISTRATION FORM FOR DATA CENTER WALK-THRU

DATE AND TIME: **Tuesday, October 28, 2021 at 10:00 a.m. AST**

LOCATION: Department of Education
Correction Building, 4TH Floor
Tnte. César González St.
Urb. Ind. Tres Monjitas
Hato Rey PR

Proposer representatives interested in attending the October 28, 2021 Data Center Walk-Thru should register in advance by submitting a completed copy of this Registration Form. The completed Registration Form should be emailed to Rfp-voi@de.pr.gov.

Name of Business: _____
Address: _____
City/State/Zip Code: _____

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

TO COMPLY WITH COVID-19 SOCIAL DISTANCING REQUIREMENTS, ALL ATTENDEES MUCH WEAR MASKS, AND ONLY 2 PROPOSER REPRESENTATIVES CAN ATTEND THE WALK-THRU

The following representatives intend to attend the Data Center Walk-Thru for RFP NO. PRDE-OSIATD-2021-001-VOIP TELEPHONY EQUIPMENT AND SERVICES:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

APPENDIX II: SERVICE PROPOSAL REQUIREMENTS

A. System Features (Minimum)

DESCRIPTION	MANDATORY	AVAILABLE	PROPOSAL COMPLIANT (YES/NO)	COMMENTS
	FOR POINTS	POINTS		
Advanced Call Management (Cisco Unified Communications Manager functions or equivalent)	YES	5		
Call Routing	YES	1		
Anonymous Call Rejection	YES	1		
Auto Attendant	YES	5		
Business Text Messaging	YES	1		
Call Accounting	YES	1		
Call Forwarding	YES	1		
Call Notify	YES	1		
Call Park	YES	1		
Call Presence	YES	1		
Call Pulling	YES	1		
Call Queues	YES	1		
Call Screening	YES	1		
Call Transfer	YES	1		
Conference Bridge	YES	1		
Custom Music on Hold	YES	1		
Custom Ringback	YES	1		
DND (Do not Disturb)	YES	1		
Extension Dialing (number change)	YES	1		
Free Local Phone Number	YES	1		
Hot Desking	YES	1		
Instant Messaging	YES	1		
Number Porting (keep existing phone numbers)	YES	5		
Online Fax	YES	2		

DESCRIPTION	MANDATORY	AVAILABLE	PROPOSAL COMPLIANT (YES/NO)	COMMENTS
	FOR POINTS	POINTS		
Priority Alerts	YES	1		
Push to Talk	YES	1		
SIP Trunking	YES	5		
Softphone	YES	5		
Speed Dial	YES	1		
Three-way Calling	YES	1		
Toll-Free Number	YES	1		
Upgrade Options	YES	1		
Voice Calls	NO	N/A		
Voicemail	YES	1		
Voicemail Forwarding	YES	1		
Voicemail Greetings	YES	1		
Voicemail to Email	YES	1		
Voicemail to Text	YES	1		
VoIP Caller ID	YES	1		
Video Conferencing	YES	2		
VoIP Switchboard	YES	5		
Unified Messaging System (UMS) capabilities	YES	5		
Microsoft exchange				
Customizable Call Accounting reporting	YES	3		
Customizable Auto Attendant configurations	YES	5		
TOTAL AVAILBLE POINTS		79		

Note: 1-5 points will be awarded for each item above that complies 100% of the specified requirement. No points will be awarded for any item that does not comply with the requirement.

B. Hardware Requirements

IMPORTANT TNOE: References in this RFP to the Cisco brand and/or Cisco models are guidelines only. The Department is interested in and will consider all equipment proposed by Proposers that have comparable or better functionality than the Cisco equipment examples indicated.

(i) End User Equipment (Cisco or Equivalent)

SITES	REQUESTED MODEL/VERSION (OR EQUIVALENT)	CURRENT QTY	RECOMMENDED QTY	MANDATORY FOR POINTS	AVAILABLE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
	Schools	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	8,570	6,856	YES	5	
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic	1,714		YES	5		
OMPE Regions and Facilities	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	520	420	YES	5		
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		100	YES	5		
Special Schools (Escuelas Especiales)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	150	120	YES	5		
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		30	YES	5		
General Archives (Archivos Generales)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	25	25	YES	5		
School Lunchrooms Storage Sites (Almacenes de Comedores Escolares)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	60	60	YES	5		

SITES	REQUESTED MODEL/VERSION (OR EQUIVALENT)	CURRENT QTY	RECOMMENDED QTY	MANDATORY FOR POINTS	AVAILABLE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	NOTES
	School Lunchrooms (Comedores Escolares)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	1,000	800	YES	5	
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic	200		YES	5		
PRDE Central Administration	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	500	400	YES	5		
	Cisco IP Phone 8851 / UC Mngr.12.5 Enhanced Plus Single User Lic		100	YES	5		
Printing Office and Library for the Blind (Biblioteca para Ciegos)	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	10	10	YES	5		
Call Center	Cisco IP Phone 7841 / UC Mngr.12.5 Enhanced Single User Lic	20	20	YES	5		
Call Center	Noise Canceling Headsets for Cisco IP Phone 7841	20	20	YES	5		
	TOTAL	10,875	10,875		75		

Note: 1-5 points will be awarded for each item above that complies 100% of the specified requirement. No points will be awarded for any item above that does not comply with the requirement.

(ii) Management Platform (Cisco or Equivalent)

MODEL/VERSION (OR EQUIVALENT)	REQUIREMENTS	QTY	MANDATORY FOR POINTS	AVAILABLE POINTS	PROPOSAL COMPLIANT (YES/NO)	COMMENTS
Cisco Business Edition 7000H (M5) Appliance(s)	Support for 11,000 end user devices. Second 700H configured for redundancy. Include all necessary hardware and licensing for system operation as per requirements in section 3.4 B and C.	2	YES	10		
BE7000 Platform applications	Cisco Unified Communications Manager and any additional application(s) needed to comply with all of the requirements in section 3.4 B and C.	1 or 2 as needed to comply with redundancy	YES	10		
TOTAL AVAILABLE POINTS:				20		

Note: 10 points will be awarded for each item above that complies 100% of the specified requirement. For non-compliant responses, partial points may be awarded based on degree of non-compliance.

(iii) Other Service Deliverables

DELIVERABLE REQUIREMENT	MANDATORY	AVAILABLE	PROPOSAL	COMMENTS
	FOR POINTS	POINTS	COMPLIANT (YES/NO)	
Migration Plan Included	YES	10		
Software updates will be the latest recommended compatible versions at implementation time	YES	5		
VoIP system and services configuration for all PRDE sites/service regions including auto attendant configuration as per PRDE requirements	YES	10		
Second 7000H or equivalent configured for redundant services/failover	YES	10		
License(s) activation(s)	YES	10		
Health check to the new platform upon final configurations	YES	10		
Realize Disaster Recovery/Redundancy tests between both Cisco 7000H or equivalent appliances	YES	10		
Call Center capabilities for 15 licenses	YES	10		
OSIATD IT Personnel User Training will be provided	YES	10		
Knowledge Transfer on new platform management system will take place	YES	10		
Components offered must all be Brand-new, not re-manufactured, nor repaired, or refurbished components.	YES	10		
Software updates, firmware, patches, fixes must be certified and delivered by the Proposer and includes all components.	YES	10		
Proposer must offer and certify a warranty support plan that includes direct phone support from a unified support center.	YES	10		

DELIVERABLE REQUIREMENT	MANDATORY	AVAILABLE	PROPOSAL	COMMENTS
	FOR POINTS	POINTS	COMPLIANT (YES/NO)	
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	10		
Proposer must specify any equipment not covered by warranty and/or any other deliverables exclusion from warranty work.	YES	10		
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	10		
System must count with application(s) support that reports system health automatically.	YES	10		
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	10		
Hardware and software manuals will be delivered to PRDE.	YES	10		
Hardware and software configuration reports will be provided to PRDE.	YES	10		
Hardware and software support contact guidelines/procedures will be delivered to PRDE.	YES	10		
Provide a dedicated support representative for one year (minimum)	YES	10		
TOTAL AVAILABLE POINTS:		215		

Note: 5-10 points will be awarded for each item above that complies 100% of the specified requirement. For non-compliant responses, partial points may be awarded based on degree of non-compliance.

(iv) Customer Support

DELIVERABLE REQUIREMENT	MANDATORY	AVAILABLE	PROPOSAL	COMMENTS
	FOR POINTS	POINTS	COMPLIANT (YES/NO)	
Hardware and software manuals will be delivered to PRDE.	YES	10		
Please provide details about your on-boarding processes for new clients.	YES	5		
What is the average timeline for solution implementation?	YES	10		
Do you provide training and user documentation for the entire platform?	YES	10		
List all services resources who will be dedicated to our business	YES	10		
Provide an example of a customer success plan you offer your customers	YES	10		
Do you have extended support hours for supporting an event's onsite operation?	YES	10		
How big is your customer support team and where are they located?	YES	10		
Please detail your phone support offering. Is it available 24/7? Is there an additional cost associated with this service?	YES	10		
What are your average wait/response times for phone support?	YES	10		
Is there a priority queue available for urgent and time-sensitive requests?	YES	10		
TOTAL AVAILABLE POINTS		105		

Note: 5-10 points will be awarded for each item above that complies 100% of the specified requirement. For non-compliant responses, partial points may be awarded based on degree of non-compliance.

APPENDIX III: SERVICE LEVEL AGREEMENT REQUIREMENTS

Proposers must provide a sample Service Level Agreement **which must include**, but not limited to warranty and support for the services proposed and optional warranty and support, if any, for the coverage requested below.

PRDE agrees that any failures by Prosper to meet the service level objectives listed herein, individually or collectively, shall not be considered an Event of Default or otherwise give rise to a right by PRDE to terminate or suspend service under this Agreement, except, however, that once the installation of the VoIP system has been completed and made operational for all locations and the project is now in “steady state,” any dispute over failures by Proposer to meet the above service level objectives will follow the Escalation Procedures outlined in Appendix B: Project Procedures.

1. General Requirements

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

Service availability is only as to the working condition of a handset and other equipment and does not include or encompass (i) wireless or internet access services, which the PRDE is responsible for procuring from another vendor, or (ii) any other cause of lack of availability. Proposer will perform warranty management and support to meet the following service level objectives.

PRIORITY	SERVICE DEFINITION	RESPONSE TIME	ANTICIPATED REPAIR START TIME
Priority 1	MAJOR Outage (malfunction affecting critical functions PRDE Operations)	1 Business Day	15 Minutes
Priority 2	MAJOR Outage (malfunction affecting some functions of PRDE Operations)	2 Business Days	1 Hour
Priority 3	MINOR Problems (Loss of function on non-critical PRDE Operations)	3 Business Days	3 Hours

- (iv) The PRDE will be immediately notified and updated on the progress of the repairs.
- (v) For the provision of service as stated in this SLA, the Proposer is required to provide service in ways that are acceptable to the PRDE. These include the following:

SERVICE DESCRIPTION	PERFORMANCE LEVEL
Monitoring and troubleshooting of equipment and system in aftermath of disruption	Detect 100% of all possible service disruptions and report within 10 minutes of detection

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

2. Submit Warranty Management and Support Reports Monthly

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-2021-001-VOIP TELEPHONY EQUIPMENT AND SERVICES
Due Date: 4:00 a.m. on Friday, November 12, 2021
Deliver To: José L. Narváez Figueroa
Office of Information Systems and Technology Support (OSIATD)
Puerto Rico Department of Education, Corrections Building, 4th Floor
Tte. César González, Esquina Kalaf, Urb. Industrial Tres Monjitas
Hato Rey, PR 00926

**APPENDIX IV CONTINUED
 PROPOSAL SUBMITTAL CHECKLIST**

THE SUBMITTALS AND FORMS REFERENCED BELOW IN RED ARE MANDATORY. ANY PROPOSER THAT (A) FAILS TO INCLUDE ALL OF THE MANDATORY SUBMITTALS OR (B) FAILS TO USE THE MANDATORY FORMS WILL BE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION FOR AN AWARD.

TAB #	DESCRIPTION	FORM	CHECK ✓
TAB 1	Cover Letter		_____
TAB 2	Proposal Signature Page - Mandatory	FORM 1	_____
TAB 3	Service Proposal - Mandatory		_____
TAB 4	Price Proposal - Mandatory Form	FORM 2	_____
TAB 5	Non-Collusion Affidavit - Mandatory	FORM 3	_____
TAB 6	Proposal Bid Bond (15%) - Mandatory		_____
TAB 7	Proposer Questionnaire	FORM 4	_____
TAB 8	Proposer References (3 Minimum)	FORM 5	_____
TAB 9	Designation of Subcontractors	FORM 6	_____
TAB 10	Certificate of Insurance Coverage	FORM 7	_____
TAB 11	Recent Legal Actions		_____
TAB 12	Service Level Agreement		_____
TAB 13	Bidders Registry – Eligibility Certificate		_____
TAB 14	W-9 (IRS); SC2908 (Dept Hacienda)	FORM 8	_____
TAB 15	Financial Statements **		_____
TAB 16	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 17	Proposer Experience History	FORM 9	_____
TAB 18	Joint Venture Documentation (If Applicable)		_____

** To save on copying costs, financial statements are only required to be included with original signed proposal and on the jump drive

APPENDIX V: PROPOSAL FORMS
FORM 1 - PROPOSAL SIGNATURE PAGE (MANDATORY)

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-2021-001-VOIP TELEPHONY EQUIPMENT AND 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: _____

APPENDIX V: PROPOSAL FORMS
FORM 2 – PRODUCT AND PRICE PROPOSAL FORM (MANDATORY)

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.

PART 1: PRODUCT INFORMATION

1. HARDWARE				
EQUIPMENT DESCRIPTION	QTY	MANUF	MAKE/MODEL	PART NO.
DESCRIBE ALL HARDWARE, INCLUDING USER HANDSETS				
2. SOFTWARE (Product, Version, Release)				
SOFTWARE & LICENSING DESCRIPTION	QTY			
DESCRIBE SOFTWARE INCLUDING THIRD PART SOFTWARE (i.e. operating system, databases, reporting tools) AND LICENSING				

PART 2: PRICING

PRICING MUST INCLUDE SHIPPING, DELIVERY, AND INSTALLATION THROUGHOUT PUERTO RICO, INCLUDING VIEQUES AND CULEBRA.

1. HARDWARE					
DESCRIPTION	UNIT	YR 1 EXTENDED	PR INVESTMENT ADJUSTMENT	ESTIMATED YR 2	ESTIMATED YR 3
Estimated Hardware Acquisition Cost					
Installation/Implementation					
Other One-Time Costs (Describe & add more lines if needed)					
TOTAL					
2. SOFTWARE (Product, Version, Release)					
DESCRIPTION	UNIT	YR 1 EXTENDED	PR INVESTMENT ADJUSTMENT	ESTIMATED YR 2	ESTIMATED YR 3
Proposed Software Licensing Fees					
Third Party Software (i.e. operating system, databases, reporting tools)					
Application Development/Customization					
TOTAL					
3. RECURRING ANNUAL COSTS					
DESCRIPTION (MAINTENANCE AND SUPPORT FEES, ETC.)	UNIT	YR 1 EXTENDED	PR INVESTMENT ADJUSTMENT	ESTIMATED YR 2	ESTIMATED YR 3
Warranty and Support					
Project Management					
Training and Knowledge Transfer, including all materials					
Other Recurring Costs (Describe & add more lines if needed)					
TOTAL					
TOTAL COSTS					

LIST OPTIONAL PROPOSED SERVICES BELOW

OPTIONAL SERVICES - HOURLY RATE		
Service	TITLE	HOURLY RATE
Out of Warranty Services		

APPENDIX V: PROPOSAL FORMS
FORM 3 - NON-COLLUSION AFFIDAVIT (MANDATORY)

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-2021-001-VOIP TELEPHONY EQUIPMENT AND 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 _____, 2021, 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.

APPENDIX V: PROPOSAL FORMS
FORM 4 - PROPOSER QUESTIONNAIRE

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

Business Name: _____.

Telephone Number: _____; Fax Number: _____;

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

Business Address: _____

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

BUSINESS INFORMATION

Years in Business: _____.

Check the following as it applies to your Business:

Public Corporation Privately Held Corporation Limited Partnership

Sole Proprietorship Limited Liability Company

Manufacturer Distributor 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:

Small Business Concern Minority owned business Woman owned business

Does your firm have EDI capabilities: Yes No

OTHER OPERATIONAL INFORMATION

Number hourly employees: Direct _____; Indirect _____

Number salary employees: Direct _____; Indirect _____

Normal work days: _____; Normal work hours: _____;

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

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

APPENDIX V: PROPOSAL FORMS
FORM 5 _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 five 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 five (5) 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 five (5) 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 (VENDOR) NAME" line.Send the "Reference's Response To" document to your references to complete and submit.

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

REFERENCE QUESTIONNAIRE

PUERTO RICO DEPARTMENT OF EDUCATION RFP NO. PRDE-OSIATD-2021-001-VOIP TELEPHONY EQUIPMENT AND 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 **4:00 P.M. AST, November 12, 2021**. Reference documents received after this time will not be considered. References received without a manual signature will not be accepted.
6. **DO NOT RETURN THIS DOCUMENT TO THE PROPOSER (VENDOR).**
7. The Puerto Rico Department of Education may contact references by phone for further clarification if necessary

REFERENCE QUESTIONNAIRE

**PUERTO RICO DEPARTMENT OF EDUCATION RFP NO.
PRDE-OSIATD-2021-001-VOIP TELEPHONY EQUIPMENT AND 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

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

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

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

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

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

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

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

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

APPENDIX V: PROPOSAL FORMS
FORM 6 -DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME:

SUBCONTRACTOR NO. 1:

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

SUBCONTRACTOR NO. 2:

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

SUBCONTRACTOR NO. 3

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

**APPENDIX V: PROPOSAL FORMS
 FORM 7 -CERTIFICATE OF INSURANCE COVERAGE**

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

PROPOSER NAME: _____

PROPOSER ADDRESS: _____

NAME OF SURETY: _____

NAME OF AGENT: _____

AGENT'S PHONE: _____

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

TYPE OF COVERAGE	MINIMUM LIMITS	POLICY OR BINDER NO.	ACTUAL LIMITS 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: _____

APPENDIX V: PROPOSAL FORMS
FORM 8 -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

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APPENDIX V: PROPOSAL FORMS
FORM 9 -PROPOSER EXPERIENCE HISTORY– COMPARABLE SCOPE AND SIZE

A MINIMUM OF 3 PROJECTS REQUIRED; ADD MORE PAGES IF NEEDED

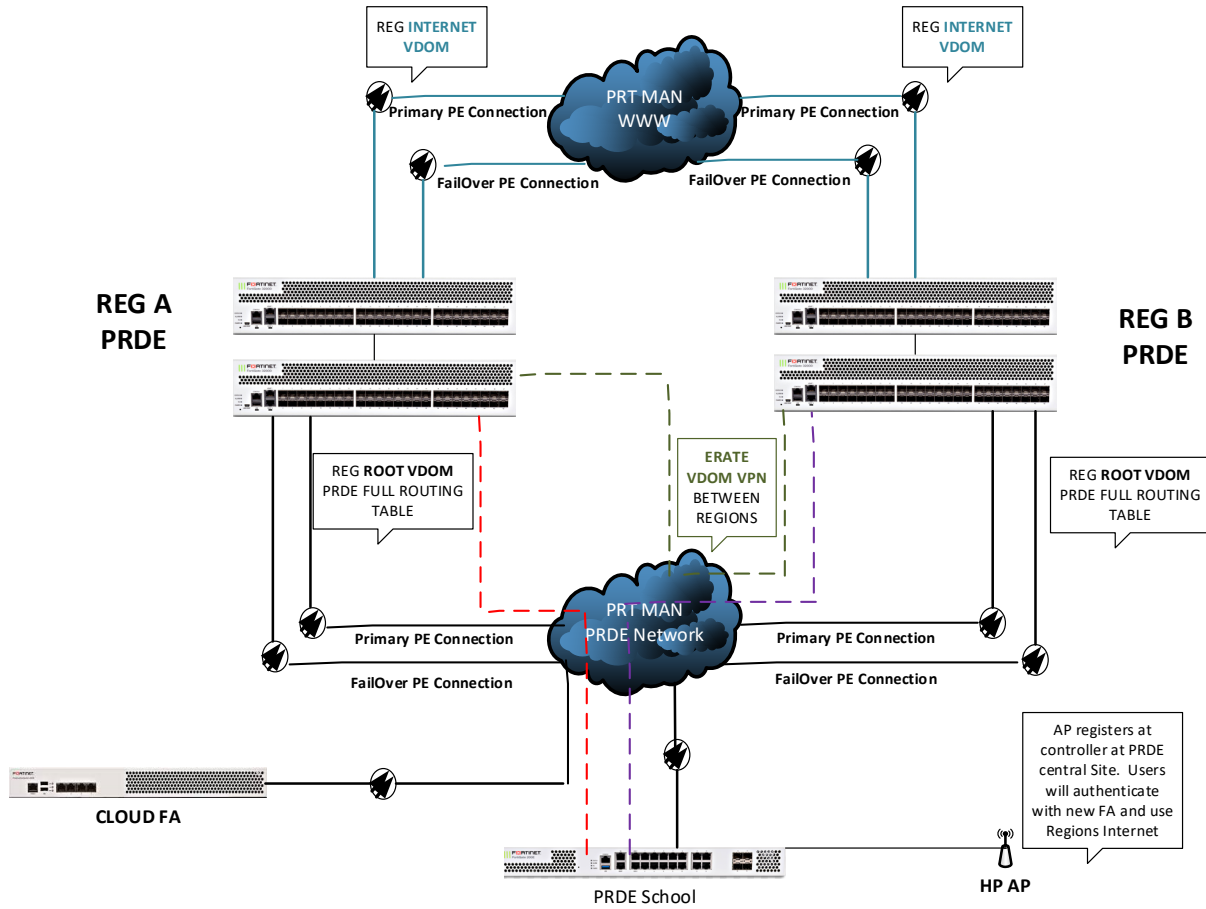
1	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE	
	VOIP TELCO SERVICES PERFORMED	
	Did you have a service level agreement with the customer?	
	What were the consequences if you did not meet the levels?	
	During the time of your contract with the customer, did you have any problems related to not fulfilling the orders due to the lack of availability of the product?	
	If so, how was this communicated to the customer?	
	What actions were taken to reduce the impact?	

2	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE	
	VOIP TELCO SERVICES PERFORMED	
	Did you have a service level agreement with the customer?	
	What were the consequences if you did not meet the levels?	
	During the time of your contract with the customer, did you have any problems related to not fulfilling the orders due to the lack of availability of the product?	
	If so, how was this communicated to the customer?	
	What actions were taken to reduce the impact?	

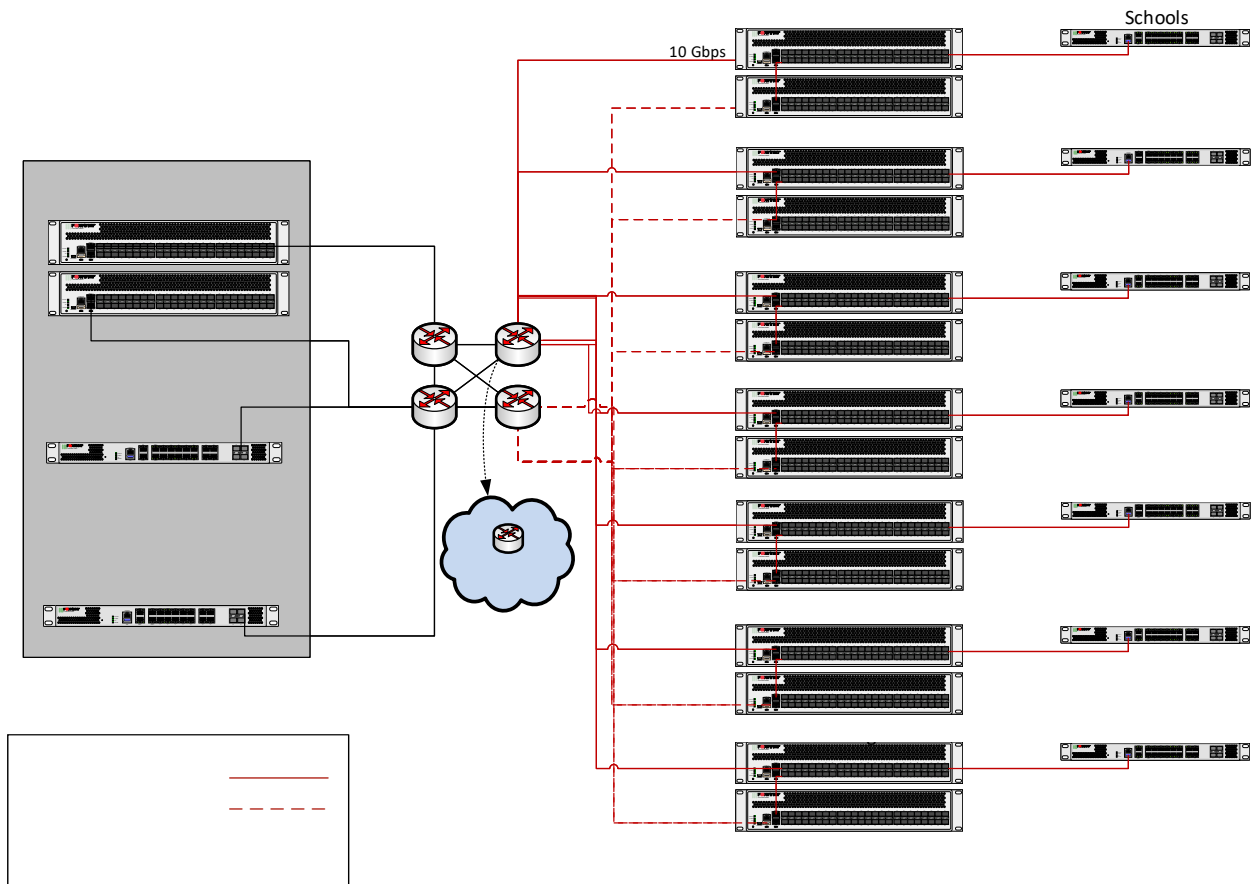
3	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE	
	VOIP TELCO SERVICES PERFORMED	
	Did you have a service level agreement with the customer?	
	What were the consequences if you did not meet the levels?	
	During the time of your contract with the customer, did you have any problems related to not fulfilling the orders due to the lack of availability of the product?	
	If so, how was this communicated to the customer?	
	What actions were taken to reduce the impact?	

APPENDIX VI: PRDE Internet and Data Communication Environment

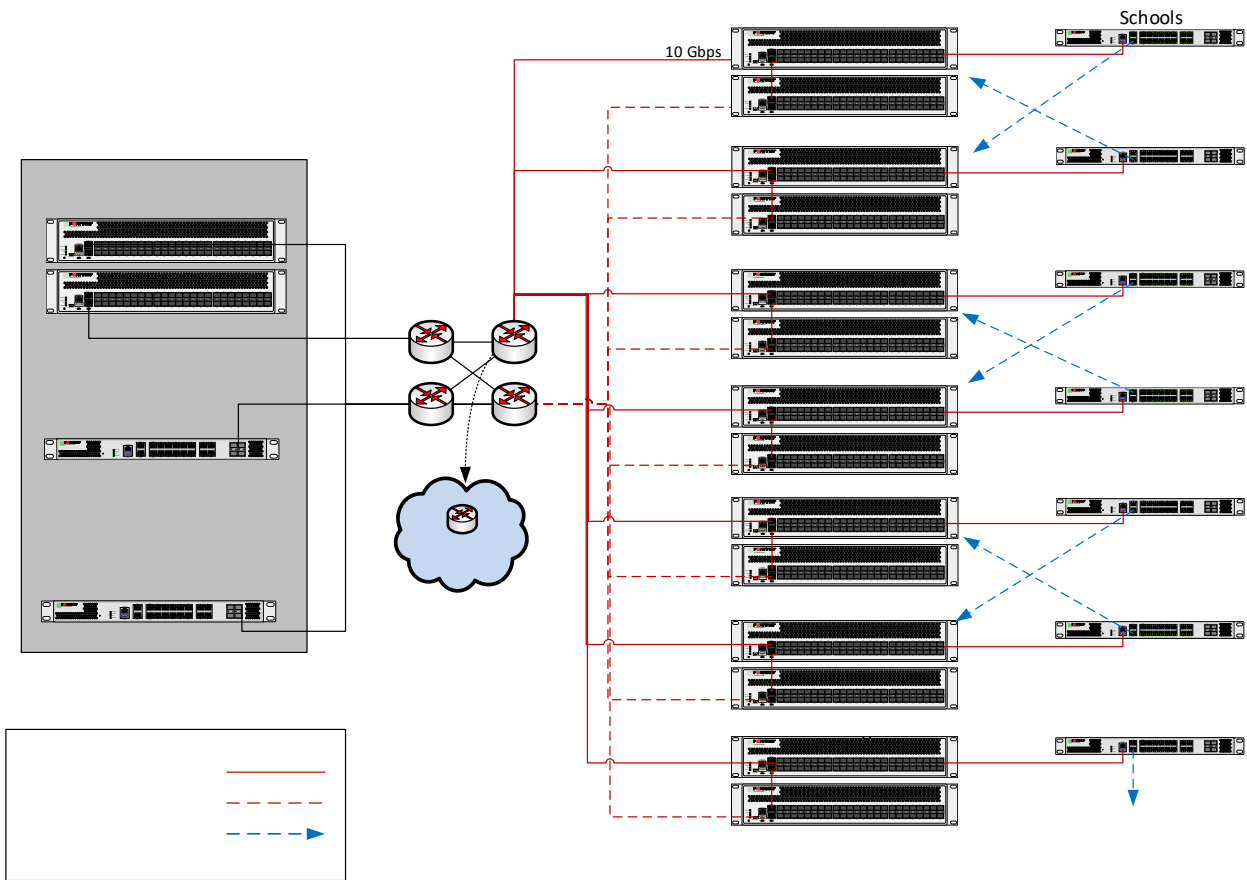
1. Technical Diagram (Hub School)



2. Diagram Red WAN & Internet (versión1)



3. Diagram Red WAN & Internet w/Back-up entre Hubs (Version 2)



APPENDIX VII: LIST OF PRDE SCHOOLS AND NON-INSRUNCTIONAL FACILITIES

Information posted at <https://de.pr.gov>

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