



GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE EDUCACIÓN

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

REQUEST FOR PROPOSALS (RFP) NO:
PRDE-OSIATD-2018-003-WIRELESS EQUIPMENT AND SERVICES

Table with 2 columns: EVENT and DATE AND TIME\*. Rows include: Publication and Release of RFP (Tuesday, December 11, 2018), Deadline for Submitting RFP Questions (10:00 a.m., Tuesday, December 18, 2018), Answers to RFP Questions to be Posted by Department (Friday, December 21, 2018), Deadline for Submitting Letters of Intent (Mandatory) (4:00 p.m., Friday, December 28, 2018), DEADLINE FOR SUBMITTING PROPOSALS (4:00 p.m., Friday, January 4, 2019), Selection of 3 Proposer Finalists, and Presentations and Product Demonstrations by Finalists (Week of January 14, 2019)

\*All listed times are Atlantic Standard Time (AST)

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

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

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

EACH ORIGINAL PROPOSAL MUST BE ADDRESSED AND HAND-DELIVERED BY PROPOSER OR BY U.S. MAIL 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 concerning the RFP and the competitive proposal process should be in writing and emailed to: osiatdproposal@de.pr.gov. This RFP, all attachments and clarifications/addenda are available for download at: www.de.pr.gov.



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

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## GOVERNMENT OF PUERTO RICO

DEPARTAMENT OF EDUCATION  
Office of Information Systems and Technology Support (OSIATD)

### **RFP NO: PRDE-OSIATD-FY2018-003-WIRELESS EQUIPMENT AND SERVICES**

December 11, 2018

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

The Commonwealth of Puerto Rico Department of Education (the "Department" or "PRDE") is requesting proposals pursuant to the above-referenced Request for Proposals ("RFP"). The purpose of this RFP is to select Proposer(s) to purchase cloud-based wireless equipment for all of the Department's schools in support of the Technology Plan approved by the U.S. Department of Education on May 1, 2015. The RFP and Proposer selection process are conducted in accordance with the terms of this RFP. Notice of the RFP is published on the PRDE website and the Office and Budget Department Bids and RFPs website.

Proposers are requested to propose services to be provided under the direction of the PRDE's Office of Information Systems and Technology Support for Teaching for all of the Department's schools during the term of the awarded contract. Each proposal must be in the format specified in the RFP, must include all of the required submittals specified in the RFP and be submitted by the deadline set forth on the cover page of the RFP.

All Proposers are required to submit the Letter of Intent to Submit a Proposal as specified in the RFP. The Department intends to award a contract to one (1) Proposer selected to provide equipment and services beginning after the execution of an agreement.

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



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## 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 Local Educational Agency (LEA). Information concerning the approximate size of the PRDE school system is as follows:

THE PRDE SCHOOL SYSTEM*	
Students:	300,000
Schools:	857
Educators:	25,000
Educational Regions:	7

\*Estimates

A list of 2018-2019 schools is posted on the Department’s website at [www.de.pr.gov](http://www.de.pr.gov). Proposers are encouraged to check the Department’s website frequently for updated information. A list of the Department’s 37 non-instructional facilities is attached to this RFP as **APPENDIX I**.

### 2. TECHNOLOGY GOALS

The Department considers technology to be a vital and effective vehicle for empowering transformation of learning, schools, students and educators through creative processes and innovation. Our primary goals for technology in our school system are as follows:

- A. Technology will be available and reliable.
- B. Wired and wireless access will be available in every classroom, in every school
- C. All schools will transmit data within the Wide Area Network (WAN) at a minimum of 750 MB speeds, and each school will have at least a 750 MB connection to the Internet Service Provider.
- D. Students and staff will be able to connect to the network quickly, they will be assigned a set of permissions to the network, and they will be able to work with Department-owned devices.
- E. Within the next three (3) years, we will work to achieve 25% of all our students having mobile devices and for 60% of 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> graders having mobile devices in their schools.
- F. Provide support multiple cloud-based platforms for collaboration and creation (i.e. Google Apps for Education (GAFE), Office 365).
- G. Evaluate technology competencies of teaching staff.
- H. Create a digital resource for student learning and training educators.
- I. Provide on-demand online learning opportunities for educators and students to improve technology skills and content knowledge as well as face-to-face training in small and large groups.

- J. Develop an integrated planning model that includes Title 1, Special Education, Teaching and Learning, Instructional Coaches and educators with regard to software and hardware selection and implementation.
- K. For all of our educators to feel confident to support students' growth as digital citizens.
- L. Enable a rich technology curriculum at every grade level.
- M. Create innovative learning spaces at all of our schools.
- N. Create technology strategies to support instructional transformation.
- O. Professional development training for all educators on integrating technology into curriculum

Further, our vision for student use of technology centers on grade-level curriculum rather than in terms of "Technology," "IT," or "Digital" and leads to each student being able to --

- A. Demonstrate age-appropriate keyboarding speed and accuracy
- B. Demonstrate the ability to solve the most common tech problems
- C. Demonstrate use of tech tools outside of class
- D. Differentiate between tech tools and understand how each is uniquely suited to a task, purpose, and audience
- E. Learn to transfer knowledge of technology from known skills to unknown skills
- F. Learn to transfer knowledge of technology from tech class to other classes and home
- G. Demonstrate and practice safe, responsible and legal use of technology

### 3. TECHNOLOGY PLAN

As the third largest public school system in the United States (based on student enrollment), the Department faces significant challenges, and sees technology as one important tool to help meet those challenges. Where student technology access is available, it is often in a traditional "computer lab" setting rather than integrated into the everyday classroom curriculum.

The Department's 2014 - 2019 Technology Plan (the "Technology Plan") was approved by the U.S. Department of Education. The Technology Plan outlines how the Department intends to meet these and related challenges over the coming years by leveraging newer technologies in better ways to improve educational outcomes significantly.

The Technology Plan was prepared at a time when several significant trends were converging to galvanize a change in education, including major shifts in how educators think about and deploy technology to enhance student achievement. Some examples of these include the rapid adoption of mobile devices and tablets at an unprecedented rate because smaller devices take less space in the classroom, use less power and are more student-friendly. The norm for educational computing has become a 1:1 ratio of mobile computing devices to users.<sup>11</sup> Also, the adoption of "cloud-based" computing, or moving "everything" – from educational software applications, to multimedia content, to standardized assessments, to student work – out to the Internet, is popular because of its convenience and also since it reduces the need for schools to use highly skilled IT labor to manage file servers and disk images, which thereby cuts IT costs. These new technology measures require *much* higher bandwidth Internet connections and the infrastructure to distribute that bandwidth to the classrooms.

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<sup>11</sup> 5 K-12 Ed Tech Trends for 2012," <http://thejournal.com/articles/2012/01/10/5-k-12-ed-tech-for-2012.aspx>.

In addition, in June 2013, former President Obama announced the ConnectED initiative which set a five-year goal of high speed connectivity for all schools and reflects a widespread recognition of these new educational trends. The Department embraces these trends and changes in technology and utilizes this RFP to leverage the technology needed to provide a quality education to every child. The Technology plan and RFP are closely related as the RFP solicitation must mirror the technology goals of the Technology Plan, ensuring that it is requesting the appropriate equipment and services in order to meet the needs of the Department. Specifically, the RFP bases much of what it is soliciting for proposals on the Technology Plan Infrastructure, or Element 3 of the Technology Plan, where it discusses a needs assessment of telecommunication services, hardware, software, Internet connectivity and its distribution and other services that will be needed to improve education.

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## II. GENERAL INVITATION

### 1. OBJECTIVES

The Department is requesting proposals pursuant to **RFP No: PRDE-OSIATD-FY2018-003-WIRELESS EQUIPMENT AND SERVICES** (hereinafter, this "RFP"). The equipment and services described in this RFP shall be procured through PRDE's Office of Information Systems and Technology Support for Teaching ("OSIATD") for all of the Department's schools (PRDE Schools). The Department's goal is to provide full wireless coverage in all of its schools.

The objective of this Request for Proposals (RFP) is to select one (1) Proposer to install wireless equipment in the Department's 857 schools and approximately 37 non-instructional facilities, to provide managed wireless support and onsite warranty services, and to provide technical training to OSIATD technicians. The Department is interested in selecting the best solution for the purchase and managed wireless service options presented by qualified Proposers, and intends to award a contract to one (1) qualified Proposer selected to provide the equipment and services requested in this RFP.

### 2. RESTART PROGRAM FUNDING

On April 30, 2018, the U. S. Department of Education ("USDOE") announced new disaster relief funding for schools under the federal Immediate Aid to Restart School Operations ("Restart") program. The funds were awarded to State Educational Agencies ("SEAs") with students and schools impacted by Hurricanes Harvey, Irma and Maria and the 2017 California wildfires. These SEAs, in turn, are to provide assistance or services to local educational agencies (LEAs) to help defray expenses related to restarting school operations and restoring the normal learning environment for students and families affected by the hurricanes and wildfires. PRDE was awarded \$589 million in Restart funding.

The Restart funds are committed and fixed for the full three-year term of the contract; funding for the one-year renewal option is contingent on a future appropriation for the renewal period. The fixed Restart funds allocated for the wireless equipment and other related services are sufficient to cover all costs of the contract.

Restart funds support, among other products and services, the following:

- (a) Rebuilding school district communication and information networks, including restoring Internet connectivity by rewiring routers, switches, hubs, computers, and printers;
- (b) Replacing homework software systems;
- (c) Replacing wireless network connectivity for portable classrooms;
- (d) Replacing technology equipment, including phone and intercom systems;
- (e) Hiring additional technical staff to install wiring, hardware, and software;
- (f) Replacing services for off-site electronic data storage;
- (g) Purchasing data recovery for hard files;
- (h) Providing additional hardware and software programs for use in tutorial and remedial programs;
- (i) Recovering and expanding student progress monitoring systems;
- (j) Recovery of student and personnel data, and other electronic information;
- (k) Replacement of school district information systems, including hardware and software;

- (l) Financial operations;
- (m) Initial replacement of instructional materials and equipment, including textbooks;
- (n) Redeveloping instructional plans, including curriculum development; and
- (o) Initiating and maintaining education and support services.

The Restart funds awarded PRDE will be used to pay for the wireless equipment and services provided to Department schools pursuant to this RFP.

### 3. PROPOSER ELIGIBILITY

To be eligible to submit a proposal under this RFP, Proposers must comply with the following requisites, but are not limited to:

- A. Registration with the Puerto Rico General Services Administration. All Proposers must be registered in the General Services Administration's Registry of Eligible Government Providers (Registro Único de Licitadores, "RUL"). Certificate of registration must be included in the proposal package.
- B. File a Letter of Intent. Proposers must submit a letter stating its intent to submit one or more proposals in response to this RFP ("Letter of Intent"). The Letter of Intent shall be in the format set forth in **APPENDIX IV** (Proposal Submittal Forms – FORM 8) and must be delivered to PRDE by the deadline indicated on the cover page of this RFP.
- C. Must Demonstrate Ability to Meet Requirements. The Proposer must clearly demonstrate the Proposer's ability to fully meet all of the requirements of this RFP in its proposal, including but not limited to, financial capacity, product quantities, service levels, reporting, and technical training.

Any Proposer that fails to meet each of these eligibility requirements shall be disqualified from consideration for a contract award. 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 V 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, and the Department may negotiate a contract with one (1) or more of the other Proposers.

### 4. PRDE RIGHTS

The Department reserves, at its sole discretion and for its sole convenience, the following rights with regard to this RFP, without limitation:

1. Reject any or all proposals;
2. Amend this RFP;
3. Correct errors in this RFP;
4. Cancel the entire RFP or reduce the scope of services;
5. Extend the deadline for submitting proposals;
6. Issue one (1) or more subsequent RFPs for the same services;
7. Appoint an evaluation committee to review proposals and make Proposer selections;



8. Seek the assistance of technical experts to review proposals and make recommendations;
9. Invite one or more Proposers for presentations and negotiations after review of proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all, some or none of the Proposers;
12. Award a contract to one (1) or more Proposers;
13. Award a contract without discussions or negotiations;
14. Investigate the qualifications of any Proposer under consideration, require additional information or confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the services or supply the products described in this RFP;
15. Investigate the qualifications of Proposers and any subcontractors proposed by Proposers;
16. Waive informalities and irregularities in proposals;
17. Disqualify Proposers for non-responsiveness or proposal deficiencies;
18. Award a contract for longer or shorter terms and/or with options to renew;
19. Renegotiate or revise the contract based upon rule changes prior to and/or after the signature of the contract;
20. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any Proposers;
21. If any Proposer selected for award refuses to execute the contract arising from this RFP, the Department shall have the right to order the execution of the Proposal Guarantee (Bid Bond) in order to cover the difference between the Proposer's cost and the cost proposed by the next qualified Proposer, as well as to cover other damages and direct expenses of the Department;
22. Acquire such quantity of wireless equipment and amount of services as are determined to be necessary by the Department; and
23. Exercise any other right or take any other action allowed by law or regulation.

## 5. COMPETITIVE PROPOSAL SCHEDULE AND PROPOSERS' QUESTIONS

### A. Timeline

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

### B. RFP Questions

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

Responses to questions submitted by the deadline will be answered and posted on the PRDE website at [www.de.pr.gov](http://www.de.pr.gov). Specific questions pertaining to the RFP that are received after the deadline will 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 process must be in writing and emailed to [osiatdproposal@de.pr.gov](mailto:osiatdproposal@de.pr.gov). All responses will be emailed to the requesting Proposer and posted on the PRDE website at [www.de.pr.gov](http://www.de.pr.gov). **Oral responses or clarifications made by any PRDE employee or resource will not be binding on the Department.**

## 6. NO PRE-PROPOSAL CONFERENCE

This RFP is for the purchase and installation of cloud-based wireless network equipment. Proposer questions submitted by the deadline will be responded to promptly and posted on the Department's website. However, a Pre-Proposal Conference will not be held for this RFP.

## 7. SELECTION OF FINALIST PROPOSERS; ORAL PRESENTATIONS AND PRODUCT DEMONSTRATIONS

The Department plans to select up to three (3) finalists whose proposals best meet the Department's needs and the requirements of this RFP to participate in oral presentations and product demonstrations. Invited Proposers should be prepared to present such information as may be needed for the Evaluation Committee and selected Department personnel and representatives to effectively analyze proposed equipment described in this RFP. Proposers invited for oral presentations and demonstrations should be represented by the individual who is expected to serve as the prime contact person to the Department, along with other key project team members including (a) technical specialists, (b) subcontractors expected to deliver material services under the proposal, and (c) such other individuals the Proposer intends to perform essential components of the proposal and are qualified to answer questions about the Proposer's proposal. A Proposer's inability to respond to any request for clarification and/or participate in an oral presentation and product demonstration may be disqualified from further consideration of a contract award.

Oral presentations and product demonstrations will consist of an overview of the submitted proposal of each of the invited Proposers and detailed discussions regarding proposed equipment and services, including the Proposer's project plan and proposed schedule of dates for equipment installation, configuration and testing, and the proposed cloud portal. Additional Proposer demonstrations may also be requested and scheduled, at any time by the Department.

Proposers will be expected to bring samples of equipment described in their proposal to the oral presentations/demonstrations. The equipment is expected to be left with PRDE to permit the Department to conduct durability tests, and the Department will assume no liability or responsibility for any damage to the equipment. Proposers should also provide return packing with pre-paid shipping labels. Equipment will be returned no later than two (2) weeks after a contract has been awarded.

Product demonstrations are expected to include demonstrations of software proposed by Proposer for utilization, deployment, installation, return-tracking, performance metrics, SLA (hereinafter defined), compliance tracking and reports.

An invitation to a Proposer for an oral presentation and product demonstration is not a guarantee that a contract will be awarded the Proposer.

## **8. BEST AND FINAL OFFERS AND NEGOTIATIONS**

The Department may request the submission of best and final offers from the finalist Proposers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be evaluated by the Evaluation Committee; provided, however, the Evaluation Committee may make a written determination that it is in the Department's best interest to conduct additional negotiations with one (1) or more of the finalist Proposers for purposes of determining the final offer of any such finalists. An invitation to a Proposer to enter into negotiations or submit a best and final offer or further negotiations is not a guarantee the Proposer will be awarded a contract.

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### III. REQUESTED EQUIPMENT AND SERVICES

#### 1. INTRODUCTION

The Department intends to purchase and install up to 70,000 indoor (56,000) and outdoor (14,000) wireless access points during the 2018-2019 school year. The equipment is expected to provide full wireless coverage in all of the Department's 857 schools and 37 non-instructional facilities (including the 7 Region Offices), and to support approximately 160,000 tablets and laptops being purchased for Department schools. Also, the Department intends to purchase and install 857 devices for Network Access Control, to provide more granular security to the school's users. Also, the bandwidth in each school is being upgraded up to 750 MB during the 2018-2019 school year, and potentially up to 1 GB the following year to support increased network usage.

#### 2. RFP OBJECTIVES

The objective of this Request for Proposals (RFP) is to select one (1) Proposer to (a) install wireless equipment in the Department's 857 schools and 37 non-instructional facilities (including 7 Region Offices), (b) provide managed wireless support and onsite warranty services, and (c) provide technical training to OSIATD technicians. Services and equipment are required to be provided at school sites Territory-wide. The Department's goal is for installation of the wireless access points to begin in early 2019.

#### 3. ORIGINAL EQUIPMENT MANUFACTURERS (OEM)

Proposals may be submitted by an Original Equipment Manufacturer (OEM) separately or in conjunction with local Proposer partners or vice versa.

#### 4. PRICE ADJUSTMENTS AND/OR PRODUCT SUBSTITUTIONS

It is expected that the prices submitted shall remain firm for 180 days from the date of the proposal, and that the prices set forth in the approved contract shall remain firm for the entire contract and extension periods (if any), as stated herein.

Throughout the term, approved equipment may be discontinued and/or become obsolete. The awarded Proposer shall propose one (1) or more substitution products. The substitution product must equal or exceed the specifications of the model that it is replacing. When feasible, pricing for the newer model should be at the same or lower cost as the model it is replacing. Either way, product substitution and updated pricing costs MUST be approved by the Department in writing prior to installation. The product substitution request MUST be submitted to OSIATD for review and approval by staff in OSIATD.

If mutually agreed upon, the price adjustment(s) and/or product substitutions shall be valid for the remaining term of the contract, including any extension thereof. PRDE reserves the right to approve requests for product substitutions and price adjustments or to disapprove and to secure new quotations.

#### 5. EQUIPMENT AND SERVICES

The Department seeks proposals from qualified vendors that have substantial experience installing wireless network equipment and Network Access Control devices in large K-12 school districts or in other large enterprises. Proposers should describe years of experience working with the proposed wireless

access points, wireless installation, testing and configuration, Network Access Control and qualifications to provide high-speed wireless local area network connectivity within and throughout the campuses of the Department's schools (posted at [www.de.pr.gov](http://www.de.pr.gov)).

The Department is interested in purchasing up to 70,000 indoor (56,000) and outdoor (14,000) wireless access points managed through a cloud portal. The Department's primary goal, per its current Technology Plan, is to provide robust wireless access in every building on a school campus -- classrooms, administrative areas, teachers' offices, sports facilities and recreational areas, and for each of the Department's 37 non-instructional facilities.

**IMPORTANT NOTE: THE DEPARTMENT WILL PROVIDE THE WIRING INFRASTRUCTURE FOR THE ACCESS POINTS INTEGRATED TO THE WLAN (WIRELESS LOCAL AREA NETWORK), AS WELL AS THE SITE SURVEYS AND HEAT MAPS IDENTIFYING THE LOCATION OF THE ACCESS POINTS. THE DEPARTMENT WILL ALSO PROVIDE ALL CABLING RUNS/DROPS, SWITCHES, UPS UNITS, AND CABINETS FOR THIS PROJECT.**

The proposed wireless solution should include but is not limited to the following functions and capabilities:

- Wireless coverage for 100% of classrooms, offices and sports & recreational areas
  - Indoor Access points should be at least 3x3 MIMO or better
  - Outdoor Access points should be at least 2x2 MIMO or better
  - The Access points must have the integrated Omni-directional antennas
  - VLAN capabilities (802.1q)
  - Must be able to forward the TCP/IP and UDP traffic.
- Access Points radios compatibility: 802.11a/n/ac and 802.11b/g/n
  - All the access points radios must operate concurrent on that frequencies band: 2.4GHz & 5GHz
- All the access points should be PoE (Power over Ethernet) with alternate DC input
- All the Access points must have a 10/100/1000Base-T Ethernet Interface
- All the Access Points and equipment should be rugged enough to operate in the school environment. All the Access points must have a security mounting solution to reduce the physical damage risk.
- The solution must provide ZPT (Zero Touch Provisioning) – NOTE: Zero touch provisioning (ZTP) is a switch feature that allows the devices to be provisioned and configured automatically, eliminating most of the manual labor involved with adding them to a network. ZTP allows the hardware to be installed directly into the environment and for that act to be the last hands-on moment. When it's powered on, the switch sends out a request through DHCP (Dynamic Host Configuration Protocol) or TFTP (Trivial File Transfer Protocol) to get the location of its centrally stored image and configuration, which it downloads and runs. ZTP automates steps like updating operating systems, deploying patches and bug fixes and implementing added features prior to connection. The tool carries out basic configuration, after which the switch can be deployed in an environment where custom configuration changes are

made. Through a user-provided script, ZTP can connect to a configuration management platform such as Puppet, CFEngine or Chef or a custom tool.

- The solution must provide a Cloud Dashboard for:
  - Simplified device manage
  - Monitoring
  - Support with different languages (English, Spanish) minimum
  - Required DOE reports (specified in Section IV, Paragraph 3
  - Auto schedule and email
- The solution must provide Cloud-Based Management System
  - Centralize web base access points views
  - The cloud management console must support log retention for more than one year at no additional cost
  - The centralized management system should give the option of automatically scheduling and pushing new firmware to APs, to enable new features without additional costs and deliver security patches
  - The management platform should allow facilitate configuration of hundreds of APs through configuration templates that allow the same configuration to be replicated to all APs on the network. In addition, these templates must allow to configure in mass, by SSID or individually the characteristics of radiofrequency of the APs
  - Mobile APP for managing and monitoring the system
- The solution must provide all-inclusive licensing for entire solution
- Security features for user's access
  - Captive portal for user's access. Custom with PRDE Logo and colors
  - Set alert and Auto notification by email
  - WEP, WPA, WPA2-PSK, WPA2-Enterprise with 802.1x
- The configuration must provide integration with Azure AD
- Configure Cloud Dashboard for each site for three (3) SSIDs
  - One for Students SSID
  - One for Staff SSID
  - One for Guests SSID
- Proposals should include 1 Network Access Control per school and non-instructional facility. We want to manage every device from the cloud portal. The Department's primary goal is implement policies for controlling devices and users access to their network.
- The proposed Network Access Control should include but is not limited to the following functions and capabilities:
  - Mitigation of non-zero-day attacks
  - Authorization, Authentication and Accounting of network connections.
  - Encryption of traffic to the wireless and wired network using protocols for 802.1X such as EAP-TLS, EAP-PEAP or EAP-MSCHAP.

- Role-based controls of user, device, application or security posture post authentication.
  - Automation with other tools to define network role based on other information such as known vulnerabilities, jailbreak status etc.
  - Policy enforcement - Define policies, such as the types of computers or roles of users allowed to access areas of the network, and enforce them in switches, routers, and network middle boxes. Prevent end-stations that lack antivirus, patches, or host intrusion prevention software from accessing the network and placing other computers at risk of cross-contamination of computer worms
  - Support more than 1,000 concurrent sessions
  - Automatic detection
  - Faster connectivity
- All devices must include 3-years onsite warranty (service, installation, configuration and parts replacement)
  - Device Support
    - Device End of Life - The product will be supported at least 5 years
    - 24x7 phone support
    - RMA (Return Merchandise Authorization) The Replacement for devices should be at least three days with shipping cost

## IV. SERVICE LEVEL AGREEMENT; LIQUIDATED DAMAGES; RETAINAGE

### 1. SERVICE LEVEL REQUIREMENTS

Proposers shall provide a sample Service Level Agreement (“SLA”), which SLA shall include, at a minimum, the information requested below, as applicable to proposed equipment and services.

Proposer shall submit an SLA for the services proposed in response to this RFP, and if awarded a contract, the SLA shall have the full force of contract between the Department and the Proposer. The SLA shall define the levels of service to be provided, shall be divided into areas of priority according to importance to the supported systems or functions, and shall provide service level objectives and identify supported services, service limitations, service inclusions and exclusions, the Department’s responsibilities, Proposer responsibilities, and service assurances. The SLA may be subject to negotiations between the Department and the Proposer.

The SLA shall be in full force and effect for the entire contract term, including any renewal period.

Minimum Service Level requirements include the following. Proposers are encouraged to elaborate on these minimums as well as provide additional Service Level considerations for the Department’s evaluation, including recommendations for incentives and disincentives to address performance failures.

#### A. Service Levels

- Service Availability. Service requirements shall provide no less than 99.99% availability for 100% of classroom and office, and sports& recreational areas during the production period.
- Hot Swappable. Each component to be hot swappable.
- Performance. Access Points radios compatibility: 802.11a/n/ac and 802.11b/g/n
- Cloud Managed. All devices required cloud managed and monitoring
- Maintained to current release level.
- Latency and Packet Jitter. Packet transmission and variation shall not exceed 1ms to the school main router

#### B. Outages

- i. Minor Outage. A minor outage is defined as any event where LESS THAN 25% of the site’s wireless LAN is either inoperative or is delivering a severely degraded service.
- ii. Major Outage. A major outage is defined as any event where 25% or more of the site’s wireless LAN is either inoperative or is delivering a severely degraded service. Major outages shall be covered by replacement of the device.

#### C. Response Times

- i. Minor Outage. Any Minor Outage must be remedied within 3 business days.



- ii. Major Outage. Any Major Outage must be remedied within 1 business day.
- iii. Device replacement must occur within 3 business days after diagnostics by Department technician (an inventory of access points for repair and replacements shall be maintained by the Proposer).

#### D. Warranties

All wireless devices and components must have three-year onsite warranty (service, installation, configuration and parts replacement).

## 2. NOTIFICATIONS AND SUPPORT

- A. Describe how the Department will be notified of and updated on the progress of the repairs
- B. If there a dedicated repair group that will support the Department, describe and provide contact information

## 3. REPORTS

Reports must be delivered monthly to the Department, or at greater frequency, if so requested. Describe ability to provide critical reports that meet the following requirements and provide samples with proposal:

- A. Device summary reports. Quantity of functioning devices, as well as quantity of out-of-service devices
- B. Failed Service Report. A monthly report that summarizes the number and locations of outages during a calendar month.
- C. Outage and Degradation Credits. A monthly on-line and printed report accessible and provided to the Department over the same number of days covered by the billing and invoice cycle showing all service outages, and the calculation of applicable service outage credits as described below. **The tool must permit the Department to generate a single report showing the aggregate credits due for a month, quarter and year-to-date.**
- D. Other On-Demand Reports. Confirm commitment to work with the Department to provide line information feeds into the one or more of the Department's data or management systems, and describe Department's ability to generate reports sourced from service provider systems.

## 4. SERVICE CREDITS

Each Proposal must acknowledge and agree to comply with the following:

- A. Proposer shall provide the Department with a variable outage credit depending on the type and severity of the outage.
- B. Proposer to propose outage credits for major outages.

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- C. Proposer to propose outage credits for minor outages.
  - D. The Department reserves the right to counter propose outage credit options and to implement financial disincentives for Proposer's failure to meet SLA performance measures.
  - E. Proposer should establish method for automatic application of credits and provide the Department access to a system to track credits.

A. LIQUIDATED DAMAGES

In addition to any other requirements herein, the selected Proposer(s) shall establish, to the satisfaction of the Department prior to the commencement of activity under the contract, an electronic mechanism for automatically logging in delivery and installation of devices, handover and return of devices and otherwise tracking compliance with the relevant performance requirements set forth in the SLA and/or contract, Guaranteed On-Site Initial Response Time and Guaranteed Repair and Replacement Times ("Electronic Record").

Such Electronic Record shall be established to generate an automatic notification and electronic record regarding compliance with the commitments under the SLA and shall be sent to the designated contact of both the selected Proposer(s) and the Department. The Proposer is responsible for designing and presenting in its proposal the detailed software specification and plans that ensure accuracy and security to prevent tampering or altering the data.

For any month Proposer fails to meet all commitments under the SLA for delivery of wireless access points or for performance of repair services within the time period specified in the SLA (including but not limited to device delivery, response time to acknowledge repair requests, installation and setup time schedules or the established repair period), the Proposer shall, without prejudice to any other remedies available under the contract, pay to the Department liquidated damages ("Liquidated Damages") as set forth in this section.

The amount of liquidated damages the Proposer shall pay to the Department shall be \$250.00 for each business day per device that exceeds (i) the delivery, installation and set-up time schedule pursuant to the contract and/or SLA; (ii) the Guaranteed On-Site Initial Response Time established in the SLA; and/or (iii) the Guaranteed Repair and Replacement Times under the SLA. The liquidated damages to be paid to the Department shall be based on information set forth in the monthly Electronic Record for each missed SLA delivery and/or service requirement.

To the extent that the Department believes it is entitled to Liquidated Damages, the Department shall notify the Proposer in writing ("Liquidated Damages Notice") within 30 days of receipt of an Electronic Record for said month. The Liquidated Damages Notice shall provide sufficient details and calculations for the Proposer to assess the Department's right to said Liquidated Damages and for the Proposer to prepare a response to the Liquidated Damages Notice ("Response to a Claim for Liquidated Damages"). The Response to a Claim for Liquidated Damages shall identify with specificity the amount of Liquidated Damages which the Proposer agrees is due to the Department based on the Electronic Record, and the amount of Liquidated Damages that the

Proposer disputes in good faith. All undisputed amounts shall be retained by the Department from amounts owed to the Proposer.

The Proposer shall have 30 days from receipt of a Liquidated Damages Notice to challenge Liquidated Damages claimed by the Department in said notice. Any challenge to Liquidated Damages received after said 30 days shall be null and void. To the extent the Proposer timely disputes Liquidated Damages, the Proposer's Response to a Claim for Liquidated Damages shall provide sufficient detail and calculations reasonably required for the Department to assess the validity of the Proposer's dispute. In instances when the Proposer successfully establishes to the Department that Liquidated Damages should not be imposed, the Department shall pay an amount equal to the successfully challenged Liquidated Damages previously paid by the Proposer or deducted by the Department.

If the Proposer fails to submit a Response to a Claim for Liquidated Damages within 30 days of receipt of a Liquidated Damages Notice delivered in accordance with the requirements of this section, the Liquidated Damages set forth in the Liquidated Damages Notice shall be deemed accepted and agreed to by the Proposer.

The PRDE and Proposer further agree that the imposition of Liquidated Damages is a reasonable measure of the PRDE's damages related to performance under the SLA.

Notwithstanding the foregoing, failure by the PRDE to assess Liquidated Damages in any particular instance shall not preclude, or constitute a waiver, of the PRDE's right to assess such damages at a later time, or on a subsequent occasion. The PRDE's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy, including the right to terminate the contract, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under the contract. The PRDE may assess liquidated damages in the amounts set out in the contract on a per occurrence basis.

B. RETAINAGE

The Department shall withhold as "Retainage" an amount equal to ten percent (10%) of each payment under the agreement. Retainage shall be released upon final payment. The Department shall offset any amount due and payable from Proposer to the Department, including liquidated damages, against any amount due and payable to Proposer, including Retainage.

## V. GENERAL TERMS AND CONDITIONS

### 1. PROPOSAL BID BOND

Proposers are required to include a proposal guaranty bid bond in an amount equal to 15% of the Proposer's one-year contract pricing.

### 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. Subject to the Guaranteed On-Site Initial Response Time and Guaranteed Repair and Replacement Times, 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 under the contract.

### 3. DOCUMENT SIGNATURES

Proposer proposals and contracts are to be signed on behalf of the Proposer by an authorized representative of the proposing entity, stating signer's official relation to, or position with, the Proposer. Signatures shall be written in ink. Signatures with rubber stamps, typewriter, computerized or in pencil will not be acceptable. If the Proposer is a partnership, the RFP must be signed by a partner with his or her title noted thereon. If the Proposer is a corporation, the proposal must be signed by an officer of the corporation 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. The corporate resolution must specify the state of incorporation. Unsigned proposals and proposals not properly signed or accompanied by the appropriate corporate resolution will be rejected.

### 4. CONTRACT REQUIREMENT

Each Proposer agrees that if selected as a provider for the wireless equipment and services, the Proposer will enter into a written contract with the Department pertaining thereto. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section V and in Section VI 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 three-year contract, with one (1) option to renew for one (1) additional year, to one (1) Proposer for the equipment and services requested in this RFP. **The initial term of the contract is expected to commence on or around January 15, 2019 (“Effective Date”) and end on or around January 14, 2022, subject to annual budget appropriations by the Department and 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 three-year contract total, and for any contract renewal period. 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 by a bank in Puerto Rico. 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.

## 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 equipment and services delivered during the term of the contract.

Payment of compensation shall be based on actual services performed and equipment delivered 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, it is expected that the prices submitted shall remain firm for the entire contract term and all extension periods (if any), as stated above. Adjustments to the total compensation payable under the contract shall be subject to the following terms and conditions:

- Price Reductions; Service Reductions. The Department reserves the right to amend its contract with the selected 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:
- i. Any material misrepresentation by Proposer in its response to the RFP or the contract;
  - ii. Breach of any material agreement, representation or warranty made by Proposer in the contract;
  - iii. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract
  - iv. Default by Proposer under any other agreement Proposer may have with the Department;
  - v. 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;
  - vi. If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations under the contract is suspended, revoked or expired;
  - vii. Failure to maintain insurance as required under the contract;
  - ix. An assignment by the Proposer for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

## 10. DEPARTMENT REMEDIES

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

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

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

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

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

## **13. WORK QUALITY ASSURANCE**

The Proposer is responsible for the quality of the work and activities of each of its staff and subcontractors, including without limitation, compliance with the terms of the contract. The Proposer

shall retain and utilize sufficient resources to assure the most effective and efficient performance of services and shall utilize professionals licensed to practice the applicable profession, as required by law or by the contract. The Proposer shall use efficient business administration methods and perform the services in the best way and in the most expeditious and economical manner consistent with the best interests of the Department, so as to ensure, among other things, that the services are performed at a reasonable cost to the Department and that the services performed by other entities or persons in connection with the contract are also efficiently and cost-effectively delivered.

#### 14. DOCUMENT RETENTION

The Proposer shall furnish the Department with such information as may be requested relative to the detailed services (including make, model and quantities), and the delivery and cost of services. The Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's services under the contract for at least six (6) years after the last day of the delivery of services under the contract, or 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. The Proposer shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records for the specified period and allowing the Department or their contractors or consultants the same right to inspect and audit said records.

#### 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 codes, object codes, 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 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 paragraphs 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 to 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:

1. 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.
2. 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 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)).
3. Compliance with Act 151 of 2004 and ATI Policies. The 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 the contract. Proposer shall provide all pertinent source codes of the software or programming developed under the contract. Source Codes shall be delivered in electronic form in the Department's servers or back-up systems in testing and production environments, as well as in a physical media such as a CD, DVD or USB. Contractor's documentation will include standard or common development methodology and documentation.

The Proposer hereby agrees that any design, model, software, programming or product developed under the contract shall become the intellectual property of the Government of Puerto Rico, who shall have absolute rights over such property. The Proposer shall have no intellectual property rights or otherwise over the products and the documentation. Therefore, the product may be used by any other Government Agency without additional payment to the Proposer.

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Furthermore, during any warranty period or if the Proposer's services are engaged for maintenance of the product, the Proposer shall supply the Department with up-to-date documentation of the wireless equipment and software.

3. 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.
4. No Indictments or Convictions. The Proposer certifies that it 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 the 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 the contract.
5. 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.
6. Code of Ethics. The Proposer agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Anticorruption Code of the Government of Puerto Rico, Law Number 1 of January 4, 2018. In conformity with the laws and the norms that govern the contracting of services, the Proposer is aware and warrants that no services will be rendered under the contract until it has been signed by both parties. Proposer further agrees and warrants that no services will be rendered under the contract after it has expired or been terminated. Services rendered in violation of this clause will not be paid, and any officer of the Department that requests and accepts services from the Proposer in violation of this clause, is without legal authority to so.
7. Authorization. The Proposer has taken all action necessary for the approval and execution of the contract, and that 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.
8. 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 and services 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.
9. 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.

10. No Conflict with Other Government Contracts. The Proposer represents and warrants that the services to be rendered to the Department pursuant to another contract, if any, subscribed with the Commonwealth of Puerto Rico are not in conflict with the services to be rendered under the contract. The Proposer further represents and warrants that it does not have any contractual relationships with any other parties that would hamper or impede its ability to perform its duties and obligations under the contract.

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

Nothing in the foregoing representations and 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 the contract.

#### **19. EMPLOYMENT RESTRICTIONS**

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

#### **20. MANUFACTURER WARRANTY**

Proposer shall assign to the Department the benefits of any manufacturer warranty of the products and shall cooperate with the Department in securing any and all remedies of such warranty for the benefit of the Department. Each device shall have a minimum warranty of three (3) years.

#### **21. INDEPENDENT CONTRACTOR**

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

United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

## 22. INDEMNIFICATION

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

- (i) negligent or willful acts or omissions of the Proposer, its officials, agents, employees and/or subcontractors in the performance of the contract;
- (ii) failure of Proposer or its subcontractors to comply with applicable law;
- (iii) 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;
- (iv) claims by any Government agency as a result of a failure by Proposer or any subcontractor to pay taxes;
- (v) failure of contractor to make payments to any subcontractor in accordance with the respective subcontract; or
- (vi) 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 from the indemnification provisions of the contract. 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(s) of any of its obligations under the indemnification provisions of the contract. 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 IV** (Proposal Submittal 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 for services, participant, student or volunteer to unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature when submission to or rejection of such conduct is: (i) made either explicitly or implicitly a term or condition of such person's employment, participation or receipt of services; (ii) is used as a basis for a decision affecting the individual's employment, participation or receipt of services; or (iii) has the purpose of creating an intimidating, hostile, or offensive working or learning environment.

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

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

**27. ENTIRE AGREEMENT; AMENDMENTS**

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

**28. CONTINUING OBLIGATION TO PERFORM**

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

**29. SURVIVAL/SEVERABILITY**

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

**30. GOVERNING LAW**

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

**31. CONFLICT OF INTEREST**

In the performance of its services under the contract, the Proposer agrees to act in a professional and ethical manner, which includes neither having nor representing any adverse interests to the Department. "Adverse Interests" include the representation of clients that may have or could have interests contrary to the Department or contrary to the public policy of the Department of Education. This duty includes the continuous obligation of disclosing to the Department any relationship of the Proposer with clients or third persons that may constitute a conflict of interest. It shall be understood that there exists a conflict of interests when, in the compliance of any duty to third parties, the Proposer would have to undertake any acts detrimental to the best interests of the Department, or when for the benefit of another prior, present or potential client, the Proposer would have to promote something to which it would otherwise have to be opposed, in favor of the Department. Conflict of interest shall also consist of any conduct, which is described or recognized as such in the laws and regulations of the Commonwealth of Puerto Rico. In any case that the Department determines that the Proposer has a conflict of interest, it will give written notice to the Proposer of such conflict and will give the Proposer thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

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

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

### **33. TAX OBLIGATIONS**

Proposers shall be responsible for complying with applicable federal and local tax laws and regulations. Proposer shall pay all required taxes on amounts paid to Proposer under the contract, and indemnify and hold the Department harmless from any and all taxes, assessments, penalties, and interest asserted against the Department by reason of the Proposer's relationship, as an independent contractor, created by the contract. Proposer shall fully comply with the workers' compensation law regarding Proposer and Proposer's employees. Proposer shall indemnify and hold the Department harmless from any failure of Proposer to comply with applicable workers' compensation laws or applicable federal and local tax laws and regulations. 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 him 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 or extensions thereof. The Proposer further certifies that it does not have any debt with the Government of Puerto Rico, 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 or agreement and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for the PRDE to not engage the services of the Proposer or to cancel any agreement entered into immediately without any further obligation to the Proposer.

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

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



### **35. FORCE MAJEURE**

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

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## VI. 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 shall 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; CONE OF SILENCE

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 RFP process.

The following communications related to this RFP between the persons indicated below shall be prohibited:

- A. A potential vendor, service provider, Proposer, lobbyist, or consultant of a Proposer or potential vendor or Proposer and the Department's professional staff. The professional staff includes, but is not limited to, the Secretary and her staff.
- B. A potential vendor, service provider, lobbyist, or consultant of a Proposer or potential vendor or potential Proposer and any member of the Evaluation Committee therefor.

EXCEPTIONS: Unless specifically provided otherwise in this RFP, the Cone of Silence does not apply to the following:

- A. Communications with the Department Legal Division and its staff.
- B. Oral communications at pre-bid conferences.
- C. Oral presentations before the Evaluation Committee meetings.
- D. Contract negotiations.

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

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

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

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

#### **6. INVOICING**

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

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## 7. PROPOSER PERFORMANCE

During the Term of the contract, Proposer shall complete all of its obligations to the PRDE under the contract within the time for performance. The time for performance shall commence from the issuance of the PRDE's purchase order and end by the service delivery deadline, unless the PRDE agrees to an extension in its sole and absolute discretion, or such other date as may be authorized by the PRDE. If Proposer's failure to complete its obligations under the contract by the service delivery deadline, Proposer nonetheless remains liable to complete all obligations under the contract at no additional cost to the PRDE. Proposer also shall be liable to the PRDE for liquidated damages for delay or for its failure to perform the work for its failure to complete all of its contract obligations by the service delivery deadline, pursuant to the terms and conditions of Section V of this RFP and the SLAs.

## 8. EXCLUSION OF LIABILITY

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

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

## 9. 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.

## 10. 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.

## 11. 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 a Department student 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 a student under the contract.

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

## **12. 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 applicable laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents, including all safety rules and regulations adopted by the Department. Proposer, and its subcontractors shall cooperate with any other contractor that may be performing work on a site; such compliance shall include, but be not limited to, OSHA compliance and safety efforts.

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- 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.

### 13. 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 must be included in the Proposal.**

## VII. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

### 1. PROPOSAL PREPARATION

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

The RFP process is for the PRDE's benefit only and is intended to provide the PRDE with the information necessary to support the evaluation and selection of the requested goods and/or services. 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 for the benefit of PRDE.

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

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

## 2. PROPOSAL FORMAT

Proposer proposals shall be in the format and submitted in the quantities specified in **APPENDIX 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.

## 3. PROPOSAL SUBMITTALS

Each proposal shall include the submittals outlined in this section. For convenience and reference, a Proposal Submittal Checklist is included in **APPENDIX 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 proposed equipment and 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 IV, FORM 1**

Each Proposer shall execute and deliver the Proposal Signature Page attached to this RFP as **APPENDIX IV** (Proposal Submittal Forms – FORM 1) with their proposal acknowledging receipt of this RFP and RFP addenda (if any), and that Proposer has reviewed and agrees to abide by the terms and conditions set forth in this RFP and such other materials as shall be posted on the Department’s website or as otherwise specified by the Department. **The failure of a Proposer to include a Proposal Signature Page may result in the disqualification of the Proposer from further consideration of a contract award.**

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

Each Proposer submitting a proposal must provide the information outlined in **APPENDIX II** (Service 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: Price Proposal– Refer to APPENDIX IV, FORM 2 (Sample)**

Proposers shall provide a Price Proposal. Proposers may, but are not required to, use the sample form attached as **APPENDIX IV** (Proposal Submittal Forms – FORM 2) attached hereto.

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

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

1. Best Proposer Rates. Proposers are expected to propose their very best prices and to the extent possible, reflect any anticipated price reductions from technology advancements and market place 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 IV, FORM 3**

Proposers must include the Non-Collusion Affidavit attached to this RFP as **APPENDIX IV** (Proposal Submittal 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 pricing for the first year of the contract. 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 IV, FORM 4**

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

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

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX IV** (Proposal Submittal 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 3 years.

Proposers shall request the individuals Proposer includes in the references listed on Form 5 to email completed Reference Questionnaires to [osiatdproposal@de.pr.gov](mailto:osiatdproposal@de.pr.gov). Proposers will be evaluated on three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or public entities with knowledge of the Proposer's experience that is similar in nature and scope to the products and services being requested by the RFP.

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

**I. TAB 9 Designation of Subcontractors – Refer to APPENDIX IV, 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 IV** (Proposal Submittal 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 IV, FORM 7**

Evidence of current insurance coverage shall be submitted on the form attached as **APPENDIX IV** (Proposal Submittal 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.

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**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 Dollars and 00/100 (\$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 Dollars and No/100 (\$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 (\$2,000,000.00) 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. Subcontractors working under the contract must carry One Million and 00/100 Dollars (\$1,000,000.00).

**5. Additional Insured**

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

- Breach of warranty
- Waiver of Subrogations Clause (Waiver and/or Release of Subrogation)
- Additional Insured Clause
- Hold Harmless Agreement
- 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 under 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.

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**7. Performance Bond.**

Evidence of existence of performance bond per paragraph 6 of Section VI (General Terms and Conditions) shall be provided by Proposer upon signature of contract.

**8. General**

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

**K. TAB 11: Copy of Filed Letter of Intent – Refer to APPENDIX IV, FORM 8**

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

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

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

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

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

M. **TAB 13: Service Level Agreement**

The Proposer shall include its 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 Section IV of this RFP. The SLA may be subject to negotiation between the Department and the Proposer.

N. **TAB 14: Bidders Registry – Eligibility Certificate (Mandatory)**

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"). **The failure of a Proposer to include such certificate shall result in the automatic disqualification of the Proposer from further consideration of a contract award.** The failure to comply with the Bidder Registry requirement cannot be cured.

O. **TAB 15: W-9 Taxpayer Identification Number and Certification (IRS)**

Proposers must include a properly completed W-9 identified in **APPENDIX IV, FORM 9**.

P. **TAB 16: Project Plan and Deployment Schedule (Mandatory)**

Proposers must include a project plan and deployment schedule with proposed dates for the distribution of the wireless equipment devices.

**Q. TAB 17: 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).

**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.

**S. TAB 19: Corporate Resolution**

If the Proposer is a corporation, the proposal must be signed by an officer of the corporation 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. The corporate resolution must also specify the state of incorporation. Unsigned proposals and proposals not properly signed or accompanied by the appropriate corporate resolution will be rejected.

**T. TAB 20: Proposer Experience History (Mandatory)**

Each Proposer should include an organized, detailed summary of Proposer's experience providing the proposed services, as well as the Proposer's experience working on comparably sized projects. The Proposer's experience history should include the following:

- (a) Name of the client
- (b) Services provided
- (c) Name, title, phone and email of a contact person who can verify the Proposer's work
- (d) The start and end dates services were performed
- (e) Total contract compensation, or if an ongoing service, the total compensation paid to date.

## VIII. EVALUATION COMMITTEE AND PROPOSAL REVIEW

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 one or more Proposers. The Evaluation Committee will be assisted by a team of technical 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 below. 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
Quality and responsiveness of proposed products and services to the specific requirements of the RFP.	40%
Past performance on other contracts of comparable scopes and size with PRDE and/or other school systems, government agencies and/or businesses.	30%
Price of equipment and services.*	20%
Quality of Service Level Agreement, including sample reports and credits	10%
<b>TOTAL:</b>	<b>100%</b>
*If applicable, the percentage established by Resolution of the Board for the Investment in the Puerto Rican Industry <b><u>shall be identified by Proposer in a separate column in the Proposer's price proposal</u></b> so that the evaluation of pricing to be conducted in accordance with Law No. 14 of January 8, 2004, as amended.	

### 3. NOTICE OF DEPARTMENT'S SELECTION; REQUESTS FOR REVIEW

The Department intends to enter into a three-year contract, with one (1) option to renew for one (1) additional year, with one qualified Proposer that submits a responsive proposal for the most responsive solution that will meet the Department's needs. A Notice shall be sent to the winning Proposer. The Notice may include a summary of all Proposer pricing, the Evaluation Committee voting record, the reasons the winning Proposer was/were selected, the reasons losing proposals were not selected (including any Proposer disqualifications), 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 3 business days return a signed copy of the Notice to the Department indicating acceptance of their selection.

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

[Remainder of page intentionally left blank]

**APPENDIX I: DEPARTMENT NON-INSTRUCTIONAL FACILITIES**

ENTITY	ADDRESS	ZIP
Puerto Rico Department of Education	150 Federico Costas, Urb. Tres Monijitas, Hato Rey PR	00919

PRDE ADMINISTRATION	ADDRESS	ZIP
Department of Education Admin Complex	150 Federico Costas, Urb. Tres Monijitas, Hato Rey PR	00919
Department of Education Admin Complex - Annex	Calle Calaf #38, Urb. Industrial Tres Monijitas, Hato Rey PR	00919

DATA CENTER	ADDRESSES	ZIP
Department of Education Computer Center	Corrections Bldg, 4th Floor, Tte. Cesar Gonzalez, Esquina Kalaf, Urb. Industrial Tres Monijitas, Hato Rey PR	00926

OFICINAS REGIONALES/REGIONAL OFFICES	ADDRESSES	ZIP
Región Arecibo	Centro Gubernamental, Edificio A, Carr. 2, Arecibo	00612
Región Bayamón	Plaza Hato Tejas, Carr. 2 km 15.2, Parque Industrial Cortijo, Bayamón	00959
Región Caguas	Centro Gubernamental de Caguas, Calle Goyco Esquina Calle Acosta, Caguas	00725
Región Humacao	Calle Boulevard del Río, Humacao	00792
Región Mayagüez	Calle Nenadich #50, Mayagüez	00681
Región Ponce	Centro Gubernamental, Avenida Las Américas	00731
Región San Juan	Ave. Barbosa #602, Edificio Barreras, Esq. Calle Guayama, Piso 3, San Juan PR	00917

SPECIAL ED CENTERS	ADDRESSES	ZIP
Centro de Servicios de Educacion Especial de Arecibo	Avenida Jose de Diego #183, Arecibo, Puerto Rico	00612
Centro Servicios de Educacion Especial de Morovis	Bo. Morovis Sur, Sector La Linea, Ramal 6622 - Km 0, Hm. 0, Morovis, Puerto Rico	00687
Centro de Servicios de Educacion Especial de Bayamon	Plaza Hato Tejas, Carr. #2, Km. 15.2, Corujo Industrial Park, Bayamon, Puerto Rico	00960
Centro de Servicios de Educacion Especial de Caguas	Ave. Luis Munoz Marin, Esq Georgetti, Edif. Angora Park Plaza, Caguas, Puerto Rico	00726
Centro de Servicios de Educacion Especial de Humacao	Ave. Jesus T. Pintero #126, Las Piedras, Puerto Rico	00771
Centro de Servicios de Educacion Especial de Mayaguez	Carr. #2, Km. 162.4, Centro Comercial Plaza Monserrate, Edif 2, Hormigueros, Puerto Rico	00660
Centro de Servicios de Educacion Especial de San German	Calle Villa Universitaria, Centro de Convenciones (Piso 2). San German, Puerto Rico	00683
Centro de Servicios de Educacion Especial de Ponce	San Jorge Mall, Local #4, Carr #2 (Bypass), Ponce, Puerto Rico	00717
Centro de Servicios de Educacion Especial de San Juan	Edificio Cobian's Plaza, Piso UM, Parada 23, Ave. Ponce de Leon #1607, Esquina Calle Bolivar, San Juan, Puerto Rico	00909



AUDITORIA INTERNA/AUDITING OFFICE	ADDRESSES	ZIP
AUDITORIA INTERNA/AUDITING OFFICE	131 Federico Costas, Hato Rey	00919

ALMECENES DE ALIMENTOS/FOOD WAREHOUSES	ADDRESSES	ZIP
Autoridad Escolar de Alimentos de Arecibo	Bo. Domingo Ruiz Road No. 638, Bajadero Km 5, Arecibo	00612
Autoridad Escolar de Alimentos de Bayamón	Calle E. Final Lote 63-68, Centro Industrial Minillas, Bayamón	00956
Autoridad Escolar de Alimentos de Caguas	Urb. Industrial Velázquez, Solar 5 Barrio Bairoa Caguas	00725
Autoridad Escolar de Alimentos de Canóvanas	Road No. 3 Km 19.8, Canóvanas	00629
Autoridad Escolar de Alimentos de Mayagüez	Road No.2, Esquina Calle Duzcombe, Mayagüez	00708
Autoridad Escolar de Alimentos de Ponce	101 Turpeau, Road No. 1 Km 123.1, Mercedita, Ponce	00715

REGIONES DE OMEP/OMEP FACILITIES	ADDRESSES	ZIP
Nivel Central - Hato Rey	C/ Angel Bounomo #360 Suite 102, Urb. Industrial Tres Monjitas, Hato Rey	00919
Región I - San Juan	C/Las Flores Final, Edif. Carlos F. Dávila, Urb. Los Angeles, Carolina	00979
Región II - Bayamón	Carr. #174, Urb. Ind. Minillas, Bayamón	00956
Región III - Arecibo	Urb. Martell Ave. Esteban Padilla, Arecibo	00612
Región IV - Mayagüez	C/ Carolina #110, Bo. Sabalos, Mayagüez	00681
Región V - Ponce	Calle Reina, Esq. Fogos, Ponce	00730
Región VI - Caguas	Carr. #3, Km. 138.4, Guayama	00784
Región VII - Humacao	Calle Font Martelo Esquina Calle Universitaria, Urb. Los Maestros, Humacao	00791

IMPRESA/PRINTING FACILITIES	ADDRESSES	ZIP
IMPRESA/PRINTING FACILITIES	C/Hoare #705, Pda. 14 ½ Santurce	00907

ARCHIVO INACTIVO/ARCHIVES	ADDRESSES	ZIP
ARCHIVO INACTIVO/ARCHIVES	C/Camuñas #12, Hato Rey	00918

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## APPENDIX II: EQUIPMENT AND SERVICE REQUIREMENTS

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

### 1. GENERAL EXPERIENCE

Describe experience in providing the services being proposed to the scale and scope described in this RFP. Include years of experience with educational and governmental entities.

### 2. IMPLEMENTATION PLAN FOR PROPOSED WIRELESS SOLUTION

Provide an installation and implementation plan to include required actions and target dates. Activities during the implementation process must not disrupt day-to-day educational or business functions and must be included at no additional cost to the Department. This plan will be approved by the Department in advance of the start of services and must address the following:

- A. Operational impact analysis
- B. Responsibilities matrix for vendor and the Department
- C. Formal project plan, including dependencies and contingencies, and estimated timeframes
- D. Documented processes, procedures and standards
- E. Escalation matrix with names and valid contact information

### 3. PERFORMANCE MEASUREMENT AND REPORTING

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

### 4. BILLING DISPUTE RESOLUTION FOR ALL PROPOSED SERVICES

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

### 5. CONTRACT/SERVICE CHANGES FOR PROPOSED WIFI

- A. Detail approved company provisions that will allow for the Department, during the term of the contract, to modify the contract to reflect changes in the Department's business environment, specifically addressing the following changes in circumstances:
  - i. If the Department experiences a significant increase or decrease in service requirements because of new construction, closures or consolidations
  - ii. The Department wishes to modify the type of services utilized by the Department under the contract due to network and technology optimizations or new technology releases

**6. PROJECT PLAN AND DEPLOYMENT SCHEDULE**

Provide a project plan and schedule with dates for the proposed wireless network installation into the schools and to provide technical training to OSIATD technicians.

**7. PROBLEM ESCALATION PROCESS**

- A. Initial problem identification.
- B. Determination of priority and severity of problem.
- C. Steps for resolving problem
- D. Problem escalation for situations when resolution is not forthcoming or an implemented solution is unsatisfactory.

**8. USAGE MEASUREMENT AND REPORTING**

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

**9. BILLING DISPUTE RESOLUTION FOR ALL PROPOSED SERVICES**

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

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## APPENDIX III: PROPOSAL FORMAT AND SUBMITTAL CHECKLIST

### 1. PROPOSAL FORMAT

Proposer proposals shall be in the following format and quantities:

- A. One (1) original Proposer proposal must be submitted by the due date in a 3-ring binder with a pocket for a cover sheet and separate tabs for the submittal requirements specified in this RFP. The 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)
- B. One (1) copy of the Proposer's proposal must be submitted on a jump drive included with the original proposal binder.
- C. One (1) copy of the Proposer proposal must be emailed by the due date to [osiatdproposal@de.pr.gov](mailto:osiatdproposal@de.pr.gov)
- D. All proposals must be in English, including Letters of Intent and all submittals
- E. Each proposal should be divided into sections in the order, and separated by numbered Tabs, as specified in the RFP
- F. 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)
- G. Two-sided copying and the use of recycled paper are strongly encouraged
- H. Original Proposal Binder must be **hand-delivered** by Proposers or Courier by the due date in sealed containers labeled and addressed as follows:

RFP #                    **PRDE-OSIATD-FY2018-003-WIRELESS EQUIPMENT AND SERVICES**

Due Date:            **4:00 p.m. on January 4, 2019**

Deliver To:        **José L. Narváez Figueroa**  
Office of Information Systems and Technology Support (OSIATD)  
Puerto Rico Department of Education  
Corrections Building, 4<sup>th</sup> Floor  
Tte. César González, Esquina Kalaf  
Urb. Industrial Tres Monjitas  
Hato Rey, PR 00926

## APPENDIX IV: PROPOSAL SUBMITTAL CHECKLIST

ALL SUBMITTALS AND FORMS BELOW ARE REQUIRED AND SHOULD BE INCLUDED WITH EACH PROPOSAL. ANY PROPOSER THAT FAILS TO INCLUDE SUBMITTALS OR FORMS IDENTIFIED AS "MANDATORY" SHALL BE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION. ANY PROPOSER THAT FAILS TO INCLUDE ANY OTHER NON-MANDATORY SUBMITTALS OR FORMS SHALL BE NOTIFIED AND GIVEN A REASONABLE OPPORTUNITY TO PROVIDE THE MISSING SUBMITTAL OR FORM.

TAB #	DESCRIPTION	FORM	CHECK ✓
TAB 1	Cover Letter		
TAB 2	<b>Proposal Signature Page – Mandatory</b>	FORM 1	
TAB 3	<b>Equipment and Service Proposal – Mandatory</b>		
TAB 4	<b>Sample Price Sheet</b>	FORM 2	
TAB 5	<b>Non-Collusion Affidavit – Mandatory</b>	FORM 3	
TAB 6	<b>Proposal Bid Bond (15%) - Mandatory</b>		
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	Copy of Filed Letter Of Intent	FORM 8	
TAB 12	Recent Legal Actions		
TAB 13	<b>Service Level Agreement – Mandatory</b>		
TAB 14	<b>Bidders Registry – Eligibility Certificate - Mandatory</b>		
TAB 15	W-9 (IRS)	FORM 9	
TAB 16	<b>Project Plan and Schedule with Dates for Installation and Technical Training – Mandatory</b>		
TAB 17	<b>Audited Financial Statements for 3 Years- Mandatory</b>		
TAB 18	Joint Venture Documentation (If Applicable)		
TAB 19	<b>Corporate Resolution</b> (Authorizing signed to execute proposal and enter into a contract on behalf of the corporation. The corporate resolution must also specify the state of incorporation)		
TAB 20	<b>Proposer Experience History– Mandatory</b>		

**PROPOSAL SUBMITTAL FORM 1 – PROPOSAL SIGNATURE PAGE**

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

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**PROPOSER:**

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**ADDRESS:**

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**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 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 contract and provisioning of the proposed services and items 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 (a) RFP# PRDE-OSIATD-FY2018-003-WIRELESS EQUIPMENT AND SERVICES including all appendices, (*Proposer should list here any and all addenda to the RFP issued by the Department and posted at [www.de.pr.gov](http://www.de.pr.gov)*). The undersigned also hereby certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda.

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

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

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

**PROPOSAL SUBMITTAL FORM 2 – SAMPLE PRICE PROPOSAL FORM**

PROPOSER IS REQUIRED TO DISCLOSE ANY EXCEPTIONS TO DEVICE REPAIRS AND/OR REPLACEMENTS FOR PURCHASED DEVICES AND/OR 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.

ITEM	MODEL	QTY	PRICE	PR INVESTMENT ADJUSTMENT
INDOOR WIRELESS ACCESS POINTS				
OUTDOOR WIRELESS ACCESS POINTS				
CONFIGURATION, INSTALLATION AND ASSET TAGGING				
DESIGN AND DOCUMENTATION				
MANAGED SERVICES (On-site warranty repairs and reports)				
<b>TOTAL (MUST INCLUDE PRICING FOR ALL LINE ITEMS):</b>			<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL PROPOSAL PRICING: \$** \_\_\_\_\_

**TOTAL PROPOSAL PRICING FOR EVALUATION PURPOSES,  
AFTER APPLICATION OF INVESTMENT PERCENTAGE: \$** \_\_\_\_\_

**PROPOSAL SUBMITTAL FORM 3 - NON-COLLUSION AFFIDAVIT**

**EACH PROPOSER IS REQUIRED TO SUBMIT A NON-COLLUSION AFFIDAVIT WITH ITS PROPOSAL. ANY PROPOSER THAT FAILS TO SUBMIT A NON-COLLUSION AFFIDAVIT SHALL BE 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-FY2018-003-WIRELESS 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 \_\_\_\_\_, 2018, proved to me on the basis of satisfactory evident to be the person who appeared before me and signed this Affidavit.



**PROPOSAL SUBMITTAL 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: \_\_\_\_\_;

**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 ProposerAre 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 businessDoes 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.

---

**PROPOSAL SUBMITTAL 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 three (3) 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 EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_

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**CLIENT REFERENCE NO. 2**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_

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**CLIENT REFERENCE NO. 3**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

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**CLIENT REFERENCE NO. 4**

CLIENT NAME: ADDRESS: \_\_\_\_\_  
CONTACT NAME/TITLE: \_\_\_\_\_  
CONTACT EMAIL: SERVICE DATES: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
SERVICE DATES: \_\_\_\_\_  
DESCRIPTION OF WORK PERFORMED  
/PERFORMING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTRACT AMOUNT (\$): \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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**REFERENCE QUESTIONNAIRE**

**PUERTO RICO DEPARTMENT OF EDUCATION  
RFP OSIATD-FY2018-003-WIRELESS 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 wireless network equipment and services.

**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 [osiatdproposal@de.pr.gov](mailto:osiatdproposal@de.pr.gov).
5. This completed document **MUST** be received no later than 4:00 p.m. on January 4, 2019 AST. 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. OSIATD-FY2018-003-WIRELESS 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**

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

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

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

2. Rate the response time of this vendor:

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

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

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

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

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

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

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

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

**Section II. GENERAL INFORMATION**

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

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

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

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

3. Annual Value of Contract: \$ \_\_\_\_\_

**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

\_\_\_\_\_  
Email address

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**PROPOSAL SUBMITTAL FORM 6: DESIGNATION OF SUBCONTRACTORS**

**PROPOSER NAME:**

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**SUBCONTRACTOR NO. 1:**

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

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**SUBCONTRACTOR NO. 2:**

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

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**SUBCONTRACTOR NO. 3**

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

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**ADD ADDITIONAL PAGES IF NEEDED**



**PROPOSAL SUBMITTAL 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") and its subcontractor(s) has the following insurance coverage, respectfully:

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 (SUBCONTRACTOR)	\$1,000,000			

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**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 forty-five (45) 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: \_\_\_\_\_

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**PROPOSAL SUBMITTAL FORM 8: LETTER OF INTENT TO SUBMIT A PROPOSAL**

**PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 4:00 P.M., DECEMBER 28, 2018. FAILURE TO DELIVER A LETTER OF INTENT BY THE DEADLINE SHALL RESULT IN AUTOMATIC DISQUALIFICATION FROM PARTICIPATION IN THE COMPETITIVE PROCESS.**

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\_\_\_\_\_ ( the "Proposer") has received a copy of **RFP NO. PRDE-OSIATD-FY2018-003-WIRELESS EQUIPMENT AND SERVICES** (the "RFP) issued by the Puerto Rico Department of Education. I, the undersigned, in my capacity as \_\_\_\_\_ of the Proposer, am duly authorized to submit this Letter of Intent on behalf of Proposer, and to designate the following person to act on behalf of the Proposer as its principal contact in connection with the RFP.

**PRINCIPAL CONTACT:**

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

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

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

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

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

**PROPOSAL SUBMITTAL FORM 9: W-9 TAXPAYER IDENTIFICATION NUMBER/CERTIFICATION (IRS)**

**THIS FORM IS AVAILABLE FOR DOWNLOAD AT**

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

[The remainder of this page intentionally left blank.]