



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-FY2018-001
MOBILE DEVICE TECHNOLOGY AND SERVICES FOR NEW GENERATION SCHOOLS

Table with 2 columns: EVENT and DATE/TIME*. Rows include: Publication and Release of RFP, Deadline for Submitting RFP Questions, Pre-Proposal Proposer Conference (Optional**), Deadline for Submitting Letters of Intent (Mandatory), DEADLINE FOR SUBMITTING PROPOSALS, and Selection of 3 Proposer Finalists, and Presentations and Product Demonstrations by Finalists.

* All listed times are Atlantic Standard Time (AST)

**The Pre-Proposal Proposer Conference will be held at the address below.

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

PROPOSERS SHALL DELIVER TWO (2) 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 email to osiatdproposal@de.pr.gov

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

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

All Proposer questions 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.



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GOVERNMENT OF PUERTO RICO

DEPARTMENT OF EDUCATION

Office of Information Systems and Technology Support (OSIATD)

RFP NO: PRDE-OSIATD-FY2018-001

REQUEST FOR PROPOSALS FOR MOBILE DEVICE TECHNOLOGY AND SERVICES FOR NEW GENERATION SCHOOLS

June 13, 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 lease mobile device equipment, accessories, peripherals, supplies, and to provide maintenance, technical training and educator professional development services for the Department's students and educators 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. In addition, Proposers are invited to participate in a pre-proposal Proposer conference on June 28, 2018 at 10:00 a.m. 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 lease to one (1) or more Proposers selected to provide 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



I. ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION

1. OVERVIEW

The Puerto Rico Department of Education (the “Department,” “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:	317,000
Schools:	849
Educators:	30,000
Educational Regions:	7

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 or leased 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 6th, 7th and 8th 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

A. OVERVIEW OF THE 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.¹ 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.

¹ “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.

II. GENERAL INVITATION

1. OBJECTIVE

The Department is requesting proposals pursuant to **RFP No: PRDE-OSIATD-FY2018-001 Mobile Device Technology and Services for New Generation Schools** (hereinafter, this “RFP”). The equipment and services described in this RFP shall be procured or leased 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 mobile devices to 60% of students in 6th, 7th and 8th grades, to 25% of all other students and to 30,000 eligible educators.

The Department is interested in selecting the best solution for the deployment and maintenance of mobile devices, technical training and professional development and curriculum integration services for the Department’s students and educators. To this end, the Department will consider lease option presented by qualified Proposers and intends to award a lease to one (1) or more qualified Proposers selected to provide the equipment and services requested in this RFP. For purposes of this RFP, in instances where a lease is not specified, references to the term contract shall refer to lease agreement.

Proposers proposing a lease should include in the proposal details on any equipment and/or end-of-lease options being proposed for the Department.

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.

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 mobile devices and services awarded 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, device tracking, reporting, and professional development.

Any Proposer that fails to meet each of these eligibility requirements shall be disqualified from consideration for a lease award.

If awarded a lease, the selected Proposer will be required to accept the award in writing and execute a lease 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 lease, the Proposer's award of the Lease shall be revoked by the Department, and the Department may negotiate a lease with one (1) or more of the other Proposers.

4. PRDE RIGHTS

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

1. Reject any or all proposals;
2. Amend this RFP;
3. Correct errors in this RFP;
4. 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 Proponents;
12. Award a lease to one (1) or more Proposers;
13. Award a lease 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 lease for longer or shorter terms and/or with options to renew;
19. Renegotiate or revise the lease based upon rule changes prior to and/or after the signature of the lease;
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 lease 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; and
22. Exercise any other right or take any other action allowed by law.

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

Responses to questions submitted by the deadline will be answered at the Pre-Proposal Proposers' Conference and posted on the PRDE website at 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. All responses will be emailed to the requesting Proposer and posted on the PRDE website at www.de.pr.gov. Oral responses or clarifications made by any PRDE employee will not be binding on the Department.

6. PRE-PROPOSAL PROPOSERS CONFERENCE

Proposers are invited to attend a Pre-Proposal Proposers Conference to be held on the date and at the location specified on the cover page of this RFP. Proposers are strongly encouraged to review this RFP (including all attachments) very carefully prior to the conference. Responses to questions submitted by the deadline will be distributed and discussed at the Pre-Proposal Proposers Conference. Proposers are responsible for all of their costs associated with their participation in the Pre-Proposal Conference.

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 Departments 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 all materials, documentation, devices, and software proposed to implement the mobile device and professional development 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) professional development experts, (c) subcontractors expected to deliver material services under the proposal, and (d) 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 lease 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 devices and services, including the Proposer's (a) project plan and proposed schedule of dates for device deployment and (b) project plan and schedule with dates for the delivery of professional development services. Additional Proposer device/service demonstrations may also be requested and scheduled, at any time by the Department.

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

Product demonstrations are expected to include demonstrations of software proposed by Proposer for security, device utilization, device deployment and return tracking, performance metrics, SLA (hereinafter defined) compliance tracking and reports, and professional development and progress tracking/reporting.

An invitation to a Proposer for an oral presentation and product demonstration is not a guarantee that a lease 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 lease.

III. REQUESTED EQUIPMENT AND SERVICES

1. INTRODUCTION

In support of the increased number of tablets and laptops, the wireless infrastructure will be upgraded up to 750 MB during the 2018-2019 school year, and potentially up to 1 GB the following year, to facilitate the increased wireless usage.

The Department intends to deploy more than a hundred thousand mobile devices, including tablets, laptops, and convertible devices during the next school year. The emphasis will be given to middle schools (6th, 7th and 8th grade). The mobile devices will be stored in carts in the targeted classrooms. During years two and three of the lease, students may be given the opportunity to take their device home. Carts are also provided for targeted classrooms to allow students who opt not to check out a device to use a device in class. Laptops will also be deployed to elementary and high schools in effort to reduce the student to computer ratio. The devices will be used to access a wide variety of digital curriculum materials, including textbooks. They are also instrumental in allowing schools to have technology so that they can complete computer based testing.

Software updates and policies for mobile devices are deployed through System Center Configuration Manager (SCCM).

Estimated device quantities are set forth in Section 2.3.A. below.

2. RFP OBJECTIVES

The objective of this Request for Proposals (RFP) is to select Proposer(s) to lease mobile device equipment, accessories, peripherals, and supplies, and to provide maintenance, technical training and educator professional development and curriculum integration services for PRDE students and educators in support of the Technology Plan. Services and/ or equipment are required to be provided at school sites Territory-wide. The Department's goal is for deployment of the devices to begin in August 2018 prior to the commencement of the 2018-2019 school year, and for all devices to be deployed before the end of October 2018. Further, the Department expects selected Proposer(s) to perform professional development each trimester of the lease.

2.1 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. Proposers may also choose to subcontract with a separate entity for asset and inventory management and/or mobile tracking solutions.

2.2 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 lease shall remain firm for the entire lease and extension periods (if any), as stated above.

Throughout the term, approved devices may be discontinued and/or become obsolete. The awarded Proposer(s) shall propose one (1) or more substitution products. The substitution product must exceed the specifications of the model that it is replacing. Changes in models will only be made during the summer between the school calendar year. 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 prior to distribution. 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 lease, 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.

2.3 PERSONAL COMPUTING DEVICES

A portable, wireless computing device will be provided for each participating user in participating schools. All devices will be deployed according at the Department’s ’s discretion. No experimental or unproven technology will be accepted. No used, refurbished, reconditioned, or “grey market” devices will be accepted.

A. Device Quantities

It is anticipated that more than 159,330 devices will be leased during the first year of the lease, as follows:

Anticipated deployment	Quantity
Kindergarten through 2 nd grade	18,000
Elementary school grades 3 rd , 4 th and 5 th , and high school grades 9-12	42,000
Middle school grades 6 th , 7 th and 8 th	43,200
Educators	30,000
School Labs (30 devices plus 1 cart per school)	26,130
SUBTOTAL	159,330
School-based Inventory for Quick Swaps	TBD

The above mentioned quantities are only estimated amounts. The Department shall be under no obligation to acquire any minimum or maximum number of devices. The Department shall solely acquire the number of devices it deems to fulfill its objectives under its Technology Plan, subject to any budget constraints.

Educators

Educators in targeted courses will be equipped with a portable, digital, interactive, computing device (hereafter referred to as the “educator’s device”). The educator’s device may be the same as the student’s device or may be the same device with additional capabilities. In either case, the educator’s device must satisfy educational and practical functional goals in the classroom as well as allow for lesson preparation.

Students

Subject to budget constraints and other considerations, students in designated classes will be equipped with one portable digital, interactive, computing device.

B. Special Ed Students and Students and Educators with Disabilities – Accessibility

It is the intent to lease hardware and software that provides the highest degree of accessibility to all users, including users who may have an impairment that interferes with the use of the device. The solution will have the capacity to interface with peripherals, software and assistive technologies used by students, educators and others with visual, hearing, mobility, communication and/or cognitive impairments and will conform to applicable technical and functional performance criteria of Section 508 of the Rehabilitation Act of 1973 unless exempt. For full guidelines, go to: <http://section508.gov>.

The Department is interested in devices that have features that allow students with special needs to personalize their use. For example, a student with a mild to moderate visual impairment may be best served by double-tapping or dragging their fingers to magnify text and photos, whereas a student with a more severe visual impairment can have text read aloud. Students with hearing deficits can use captioning to experience audiovisual materials. These capabilities allow students with special needs to learn without a special curriculum. They can consume — and learn — the same materials as their peers, which helps prepare them for the same assessments. Additionally, being on the same timeline and curriculum as their peers can help ensure that students with special needs develop positive self-esteem and the skills they need to succeed after graduation.

Proposals should include a description of available accommodations for students and educators with disabilities and for English Language Learners and Special Ed student populations.

There must not be a need for complex and expensive adaptation and/or specialized design to meet the needs of users. The design will communicate necessary information in as many different forms as possible (e.g., verbal, auditory, tactile, pictorial) to accommodate needs. It shall be of appropriate size and be operable in at least one mode for those with limited hand, arm, leg or trunk strength, flexibility and range of motion. Space will be provided for approach, reach, manipulation and use regardless of a user's body size, posture or mobility.

The Proposer must describe to what extent its proposed solution satisfies the accessibility requirement. This will include a description of whether and how the device provides the functionality and/or the capability to interface with peripherals, software and assistive technologies for visual, hearing, mobility, communication and cognitive impairments.

To be considered eligible for award, all proposed goods and/or services should meet the applicable standards and provisions of the Architectural and Transportation Barriers Compliance Board (the "Access Board"), an independent Federal agency, whose primary mission is to promote accessibility for individuals with disabilities. These standards are codified as 36 CFR Part 1194 and may be accessed through the Access Board's web site at <http://www.access-board.gov>. Alternatively, Proposers may propose goods or services that provide equivalent facilitation. Such proposals will be considered to have met the provisions of the Access Board's standards for the feature or component providing equivalent facilitation. If none of the proposals meet all applicable provisions of the Access Board's standards, those proposals whose products or services meet some of the applicable provisions will be considered eligible for award.

C. Device Functional Requirements

2.3.1 Minimum Device Specifications

Laptops

1. Convertible notebook that allows the device to switch between laptop, tablet, and tent forms. Keyboard remains attached to the device at all times.
2. Attached full-size keyboard that should be able to flip around out of the way in tablet mode
3. Processor - Intel Celeron N4100 Processor (1.10 GHz, up to 2.40GHz Burst, 2MB cache), Intel® Pentium® N4200 Quad Core Processor (2M Cache, 1.1 GHz with Turbo up to 2.5 GHz), or Pentium 4405U Dual Core Processor (2M Cache, 2.1 GHz)
4. 4GB DDR3L RAM
5. Intel® HD Graphics 500 Series Video
6. Storage - 120GB SSD hard drive. eMMC not accepted
7. Weight - 3.5 lbs or less (additional detail under "Device Portability")
8. Wi-Fi – 802.11 a/b/g/n/ac Wi-Fi (802.11n 2.4GHz and 5GHz)
9. Wi-Fi enabled and must meet the Institute of Electrical and Electronics Engineers (IEEE) 802.11 set of standards for implementing WLAN communications
10. Device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage (additional detail under "Device Connectivity")
11. Support for 20Mhz and 40Mhz Spectrum
12. Auto-detect/Auto-negotiate for optimum connection speed
13. Video mirroring supported
14. Miracast (Intel® Wireless Display) Compliant
15. Bluetooth – 4.0 wireless technology or greater
16. Operating System - Windows 10 Education
17. Function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access (additional detail under "Device Portability")
18. ENERGY STAR® certified, EPEAT® Gold registered
19. 1.0 MP front-facing and world facing cameras
20. Capable of capturing/recording images and video at 720p
21. Rechargeable battery - eight-hour battery capacity that will allow the device to be used throughout a standard school day with the wireless antenna activated without being recharged (additional detail under "Device Power")
22. Display - 11.6-inch diagonal multi-touch capacitive touch display capable of operating with the attached keyboard -1080 x 800 minimum resolution or better
23. Built-in mono-speaker (2w)
24. Input/output interfaces for video, keyboard, computer, audio and capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs (additional detail under "Ports and Print Service"). At minimum, the device must include the following ports:
 - 2 USB (at least one of which is USB 3.0)
 - 1 HDMI
 - 1 3.5-mm stereo headphone mini-jack
 - 1 RJ-45
25. Built-in microphone
26. AC power adapter and appropriate interface/power cable (minimum 5 ft. length)
27. Printing capability (additional detail under "Ports and Print Service")
28. Meets ADA/Section 508 accessibility standards (The published guidelines may be found at <http://section508.gov>)
29. Multi-language keyboard support

30. Attached physical keyboard with touch pad of sufficient size and ease of use for students and educators to be able to do their work effectively and efficiently without discomfort.
31. Ruggedized casing or protective cover that is, at a minimum, capable of providing protection for the device sustaining a four-foot drop. Drop test should be performed in accordance with MIL-STD-810G.6 Procedure IV. Additionally, shock test should be performed in accordance with MIL-STD-810G, Method 516.6 Procedure I. Proposal must detail all tests that have been completed on the device, and what certifications the device holds regarding drop, shock and spill testing.
32. System and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects (additional detail under "Ergonomics")
33. All electrical components must be Underwriters Laboratory (UL) Listed.

Tablets

1. Tablet form factor
2. Processor 1.3 GHz Apple A7 processor or Intel Celeron N4100 Processor (1.10 GHz, up to 2.40GHz Burst, 2MB cache), Intel® Pentium® N4200 Quad Core Processor (2M Cache, 1.1 GHz with Turbo up to 2.5 GHz), or Pentium 4405U Dual Core Processor (2M Cache, 2.1 GHz)
3. 1GB RAM
4. Storage - 32 GB
5. Weight - 1.5lb or less
6. Wi-Fi – 802.11 a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)
7. Bluetooth – 4.0 wireless technology or greater
8. 1.0 MP front-facing and world facing cameras
9. Built-in mono-speaker (2w)
10. AC power adapter and appropriate interface/power
11. Ruggedized casing or protective cover that is, at a minimum, capable of providing protection for the device sustaining a four-foot drop. Drop test should be performed in accordance with MIL-STD-810G.6 Procedure IV. Additionally, shock test should be performed in accordance with MIL-STD-810G, Method 516.6 Procedure I. Proposal must detail all tests that have been completed on the device, and what certifications the device holds regarding drop, shock and spill testing.
12. System and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects (additional detail under "Ergonomics")
13. All electrical components must be Underwriters Laboratory (UL) Listed.

2.3.1.1 Additional Information on Minimum Device Specifications

2.3.1.1.1 Ports and Print Services

Laptops and notebooks must **be** capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs. In addition, the device must have printing capabilities.

The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.).

The portable computing devices will be able to utilize a school's existing networked printers.

The Proposer must list supported printing protocols as well as list common unsupported printing protocols, recognizing that schools tend to leverage technologies for longer timeframes than is commonly found in many other industries.

2.3.1.1.2 Device Power

The portable computing device will have a battery capacity that will allow the device to be used with the wireless antenna activated throughout a standard school day without being recharged. The battery will need to have the ability to be recharged through a master charging station or cart at the school. The device shall also be able to be powered/charged by a standard electrical outlet. Additionally, the portable computing device will have a battery capacity that will allow the device to be used for basic tasks, including but not limited to, navigating the web, writing, opening files, etc. throughout a standard school day without being recharged.

The Department recognizes that while the type of usage can impact battery life, in general, battery life is often most impacted by the display, motors, and network radios. The Proposer must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks. The Proposer must specify the recharge time, electrical load, battery life, and other relevant electrical specifications of its solution.

2.3.1.1.3 Device Connectivity

At a minimum, the device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage. The Proposer must describe the device's native connectivity capacity, as well as connectivity options including those that may require additional attachments and whether these attachments are a part of the proposed solution.

If the proposed device includes 3G/4G functionality, PRDE will have the ability to enable or disable such functionality as needed.

2.3.1.1.4 Device Portability

The portable computing device shall be lightweight. While PRDE will not mandate a specific minimum weight, as a guideline PRDE would prefer to see a device and all its components (i.e. protective cover, charger, keyboard, etc.) that weighs 3.5 pounds or less. The portable computing device will fit on school desks and be easily carried by K-12 students.

The portable computing device must be able to function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access. The Proposer must describe the differences, if any, in the function of the device when it is network-connected versus in stand-alone mode. Proposers should consider that many families do not have broadband Internet access at home.

2.3.1.1.5 Device Durability

In order to provide necessary protection for the device during normal transport, the device must include ruggedized casing or protective cover that is, at a minimum, capable of providing protection for the device sustaining a four-foot drop. If a cover is provided, it must allow schools for to visually identify the device easily. Covers, including all parts, shall be fully covered by the proposer's support..

The portable computing device with cover must be highly durable and withstand reasonable and normal daily use by K-12 school students. It is desirable that the device shall be durable enough to withstand occasional mishaps, and resist hazards such as dust, dirt and spills – and still function. Optimally, the device has parts and accessories that cannot be easily tampered with or broken.

2.3.1.1.6 Ergonomics

The system and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects. The Proposer must specify what ergonomic standards or guidelines it has adopted in its proposed design.

2.3.1.1.7 Device Theft Prevention

Each device must include a Theft Prevention Product that provides tools that integrate theft prevention, asset management, and equipment recovery.

2.3.2 Additional Information on Minimum Functionality Specifications

2.3.2.1 Minimum Functionality Specifications

Explain how the proposed solution meets the following functional requirements:

1. Ability to connect to a master synching/charging station
2. Ability to configure multiple aspects of the device, such as security settings, wireless profiles user accounts, device restrictions, etc. Describe mass configuration capabilities.
3. Ability to reset device and OS to default PRDE image (additional information under “Software Restore”)
4. Ability to operate as a digital/multimedia textbook reader
5. Ability to operate as a document reader supporting multiple formats including but not limited to PDF, DOCX, PPTX, XLSX, RTF, JPG, PNG, and other popular file formats
6. Ability to save data locally
7. Ability to integrate with Office365/OneDrive
8. Ability for students/educators to share screens for presentations, collaboration, and real-time assessments
9. Ability to receive policies and updates through SCCM
10. Compatible with industry-standard learning management systems (additional detail under “Digital Learning”)
11. Compatible with industry-standard mobile device management solutions
12. Ability to procure apps from a secure centralized location for distribution to local school sites for access by student devices
13. Quick boot time and wake time (additional detail under “Boot Time/Wake Time”)

2.3.2.1.2 Digital Learning

The portable computing device must be able to support common learning management systems (i.e. Moodle, Blackboard, eCollege, Edmodo, Schoology, Edsby, etc.) to facilitate digital learning. In addition, the portable computing device must be compatible with common online content providers (i.e. Edgenuity, Discovery Education, Explore Learning’s Gizmos, Reading Plus, K12.com, iReady, khanacademy.org, etc.).

2.3.2.1.3 Software Restore

The portable computing device must be able to be restored easily and in a reasonable timeframe to its base state. The Proposer will take into account the range of sizes of schools and account for reasonable restore processes for both large and small school deployments. The Proposer is responsible for providing any associated software, hardware, or networking equipment necessary to restore the device to a base state. In addition, the restore process shall allow for easy additions to the base software load through SCCM. Ideally, a device should be able to be restored, including local additions, easily so that upon completion of the process, no further manual installations or configuration changes are necessary.

2.3.2.1.4 Boot Time/Wake Time

A device that starts and is ready for use quickly is highly desirable. The Proposer must specify the boot and wake time for its device.

2.3.2.1.5 Operating System and Software

The Proposer must include current and upgraded versions of the core operating system software and all other software included as a part of the Proposer's solution for 5 years from the date of delivery of a specific unit in order to maintain usability with upgrades and enhancements to surrounding systems and peripherals. The Proposer must provide a device which will not require hardware upgrades in order to reasonably keep up with possible future software upgrades (e.g., initial delivery must include adequate memory, storage, and processing power for typical upgrade cycles given the term of the agreement) or the Proposer shall include a description of how it plans to upgrade the equipment through the life of the project to maintain adequate functionality and minimize disruption and the availability of the solution.

2.3.2.1.6 Microsoft Office

PRDE has a volume licensing agreement for Microsoft Office. PRDE will provide the respective manufacturer with a Microsoft "Shape The Future" authorization letter/SKU. The Proposer must, at the PRDE's request, substitute Windows 10 Home version for Windows 10 Professional version and pass the discount offered by Microsoft for the use of that SKU as a savings on the price of each computer/device leased.

2.3.3 Device Services

Device Services:

Services for all devices must include the following:

Imaging & Configuration Services

- Create streamlined custom image per device model
- Custom imaging, including network domain join prior to delivery, custom lock screen (including serial number readable by QR scanners, serial number in text format, identification of educator devices, and school location number)
- PRDE will provide the image prior to deployment. Image must best have tested in a PRDE location prior to approval.
- Installation of specified programs and apps, such as the latest version of Microsoft Office, McGraw Hill modern app, and Adobe Reader prior to delivery to school
- Assign names to devices following PRDE protocol
- Configure devices to meet individual school requirements
- Perform all required post-image configuration steps prior to site delivery
- Store and provide image files for PRDE

Etching

- Laser etching or affixing a permanent tamper-proof label with the PRDE logo and the words "Property of PRDE/OSIATD" or "Leased to PRDE/OSIATD," as applicable. Colored device bodies with laser engraving are optimal. Content, size, and location of etching will be determined by the PRDE. (Could include custom numbering per asset.)

Configuration, Delivery & Deployment Services

- Project Management – Manage logistics in coordination with PRDE and each end user location for equipment delivery
- Provide warehousing/storage of devices and accessories that have been leased but not yet deployed to site locations within 35 miles of the PRDE main office.

- Ability to warehouse/store 2,500 to 3,500 devices for 10 months until deployed.
- Deliver devices and accessories requests under 2,000 from PRDE inventory to designated site locations within three business days. The schedule for device deliveries in excess of 2,000 will be coordinated and approved by the PRDE.
- Where applicable, unbox devices and ensure proper functionality at site location
- Perform proper inventory count and physically inspect devices (when applicable)
- Remove all packaging material as required to off-site location
- Provide complete Proof of Delivery (POD) showing asset information including
 - Purchase order number
 - Date of delivery
 - Serial numbers
 - Hostnames
 - End user location
 - Signatures of Proposer and site personnel
 - Additional information determined by the PRDE
- Deliver devices to specified locations ready for use. No additional configuration should be necessary once devices are delivered
- Commence deployment in August 2018 prior to the start of the 2018-2019 school year according to the Proposer's project plan and schedule with proposed deployment dates, with the objective of all devices being deployed by the end of October 2018

Asset & Inventory Management

Proposer shall deliver the following services related to theft prevention, asset & inventory management:

- Upload device information to the dedicated asset tracking management tool used by PRDE prior to delivery
- Coordinate updates and upgrades to the asset tracking management tool with the Department.
- 5 year license for use of asset tracking management tool for each device
- Another tool may be presented but must meet the minimum requirements below:
 - Accept daily transfers from PRDE from student/employee database to feed Asset Management with real time user location
 - Ability to load devices and assets not leased through this lease agreement into the Asset Management System
 - Provide daily transfers to the PRDE with student obligation information (fees and obligations) in the designated format.
 - Include permissions-based security that provides a customized tiered access depending upon confirmed authorization
 - Limit school user access to modify records only at the authorized location
 - Updating of device operational status in the asset tracking tool
 - Integration with the SIFDE and SIE systems
 - Provide multiple user access levels
 - Allow for nightly updates of student and educator data
 - Customizable to meet all PRDE requirements
 - Tasks to be performed by Proposer
 - Integration with PRDE Support System
 - Include fields Student/Employee ID, First Name, Last Name, Student/Employee Number, Student Grade Level, Device Serial Number, Date Device Added to Tool
 - Accept daily transfers from PRDE from student/faculty database to feed Asset Management with real time user location
 - Tasks minimally must include access for designated school and PRDE personnel to perform the following:

- Assign and un-assign devices easily
- Creation of loaner groups
- Track all device movement in logs
- Record inventory checks throughout the school year
- Provide real-time reporting of devices by users, model, location, operational status, etc.
- Create service tickets with integration with PRDE support system
- Adjust status of devices based on operational status (Operational, in Repair, Damaged, Lost, Stolen, etc.)
- Export records in entirety or by filters

Technical Support Services

- Provide a project manager who will oversee the overall deployment, troubleshoot issues, handle logistics, and serve as liaison between the company and PRDE
 - Provide onsite technical support for assessing and troubleshooting reported device issues across multiple locations
 - Work with PRDE trouble ticketing system in collaboration with Proposers own trouble ticketing system
 - Provide detailed workflow of service processes and responses
 - Provide device and configuration technical support
 - Facilitate access to help desk for PRDE technicians to receive assistance as needed Troubleshoot technical issues such as BIOS and software with OEM and/or software company that affect device performance
- Technical training for PRDE support staff

Call Center/Help Desk

Proposer shall, prior to commencing performance under the lease, provide a call center with sufficient telephone lines and integrated with the Proposer's system for quality review and reporting capabilities for the entire lease. The Proposer's proposal shall include a sample plan for call center operations, including:

- Location(s) and Staffing levels
- Support Tools and Resources
- Department's ability to access and view tickets, and to generate daily, weekly and monthly
- Samples of available reports
- Hours of Operation (regular and extended)
- Call Center methodologies for handling and processing calls with samples of forms and computer screen shots
- Contact response service levels for telephone calls, voice mails and emails
- Proposer's levels of support, as required

Professional Development and Curriculum Integration

The Department's planned integration of mobile devices into classroom learning requires ongoing and comprehensive training for our educators. Our goal is for educators to operate with a common language and set of expectations for effective and active use of technology in PreK to 12th Grade and in teacher preparation. Proposers responding to this RFP should include technology integration professional development services in their proposals. Each proposal should detail the methods and resources that will be utilized to ensure that the Department's educators master the core skills and tools required to successfully integrate technology for student learning. To that end, Proposers should identify the assessment tools that will be utilized to:

- Determine the basic technology and technology integration skill levels for the entire teaching staff
- Validate the current levels of technology integration into the curriculum
- Identify and address existing barriers and challenges to advancing curriculum and technology integration by discipline, school, and grade level, acknowledging that challenges and barriers may be both common and unique across the district.
- Establish and promote the use of mentor/mentee or principals/peer monitor support models to advance mobile device technology best practices, curriculum, and technology integration process(es) embraced by the Department to promote and ensure that all teachers understand district expectations.
- Assist the Department in identifying, cataloguing and distributing best practices for mobile technology within the district.

In addition, each educator training proposal should include the following:

- A project plan and schedule with proposed dates for delivery of professional development services each trimester of the lease
- Performance metrics for measuring educator proficiency (before and after training)
- Instruction delivery methodology, including available online classes and materials, in addition to on-site and off-site training
- If partners or subcontractors will be involved in the educator training, clearly identify the work each will perform and their experience and qualifications
- Provide digital materials (in the form of video) for professional development. These materials should include demonstrations of most, ideally all, of the topics that will be covered
- Include client references
- Confirm that all teaching materials will be available in both Spanish and English
- Confirm that all educator trainers will be proficient in Spanish
- Trainers must have the following certifications:
 - Microsoft Innovative Educator Master Trainer
 - Creative Coding through Games and Apps Certified Trainer
 - Microsoft in the Classroom (MIC) Certified Trainer
 - Microsoft Certified Educator (with Certifiport official exam)
 - LanSchool Certified Trainer
 - Nearpod Certified Trainer
 - Proficiency in Promethean ActiveBoards and other Interactive Boards
- Educator training should also include:
 - Basic device training for educators
 - Application training for applications such as Windows, OneNote & Office365
 - Training on Classroom Management applications (LanSchool, other)
 - Both in person and WebEx based training options

Repairs [Ticket System]

- 2-day response time to repair requests
- Have a local repair center in at least four (4) sites throughout the Island.
- Repairs may be done at the PRDE end user locations or at the Proposer's center
- Reimage all devices with end-user location or used as spare
- Provide labels and boxes for any repairs requiring shipping. All shipping to and from the PRDE end user locations are the responsibility of the Proposer.
- Work with OEM on proactive issues and trends
 - Escalate with OEM for resolution (if necessary)
 - Provide assistance in recreating issues

- Provide monthly reports on status of repair tickets. Minimally, reports should contain the information below:
 - Types of repairs for both open and closed tickets
 - Repairs by schools
 - Repair status of open tickets
 - Support trends

2.3.4 Accessories

Include all optional accessories that may be leased. The accessories may include options that are in addition to the minimum specifications. Additionally, accessories should include parts of the device that may be used to replace lost/stolen items, such as power adapters and batteries.

Reflect estimated accessories costs in pricing proposal.

2.3.5 Estimated Repairs

Provide a list of non-covered repairs. At minimum, the following should be included in lease pricing:

- Full replacement
- Cracked screen
- Base replacement
- Broken hinge
- Port repair
- Keyboard

Reflect estimated repair costs in pricing proposal.

2.4 Carts/Desktop Charging Unit

2.4.1 Carts

Carts must meet the following requirements:

- The cart must house at least 30 devices.
- The external construction must be made from welded 12 - 18-gauge solid steel frame
- The shelving must be 20-gauge steel or thicker
- Slot size be at least 1.25" or more to accommodate current PRDE issued student laptops and tablets with keyboards
- Dividers must be consisting of shock absorbing ABS Plastic or Nylon shelf divider system to prevent wear and tear on devices
- Cart width must not exceed 28" to fit through all classroom doors and cart footprint should be as small as possible to take up less space in the classroom (e.g. 28" x 28")
- Electrical components must be UL listed and cart shall have a switch located on the exterior of the cart to enable switching off of power to the cart if necessary
- Charging components shall deliver a sufficient number of amps per device to allow for charging in the shortest period of time without negatively affecting the electronics of the devices
- Must work with a standard 15 Amp electrical circuit. Smart power management system that prevents circuit tripping and protects devices by charging "round robin" style and is current sensing (able to determine the changing needs of the connected devices).
- Cart must be constructed of steel or similar durable metal that prevents exterior access to the contents without opening doors (no removable panels)

- External LED to indicate charging status
- Cart must have a cable management system to organize power adapters.
- Carts must have lockable doors and must include everything needed to secure equipment, either through a metal hasp and padlock, and/or keyed locking handles; ideally with multi-point security (2 or 3 bolt locking system). If a padlock (keyed or combination) is required it must be included.
- The casters must have oversized (4" - 6" diameter and at least 1" width) industrial grade balloon (solid rubber) tires with metal construction swivel castors capable of supporting 250+ lb. each). Non-marring rubber must provide easy rolling, quiet transport and be fully lockable.
- Carts must adhere to UL's 10-degree tip threshold.
- Carts must conform to common electrical and general safety standards (e.g. UL 60950, 1678, 1667, 498, etc.)
- Full access double doors in the front for the user and in the rear for the IT Administrator.
- Mostly unobstructed top work surface to accommodate peripherals such as printers or other devices.
- Cart must also provide ventilation vents to ensure devices don't overheat while charging in cart.

Each Proposal which includes the cart option must describe in detail how its cart offering will satisfy the above requirements.

Cart services

- If the cart must be replaced, a replacement cart must be sent to the site prior to the return of the defective cart. Proposer will be responsible for transferring and installing all cables to the new cart.
- Provide warehousing/storage within Puerto Rico for carts that have been leased but not yet deployed to site locations.
 - Ability to warehouse/store 150 to 250 carts for 10 months until deployed
- Delivery of fully wired carts with functional devices to each end user location as specified by the PRDE (where applicable)
- Carts must be cabled with devices per PRDE specifications
- Deliver cart requests under 60 from PRDE inventory to designated site locations within three business days. The schedule for device deliveries in excess of 60 will be coordinated and approved by the PRDE.
- Carts shall be delivered to specified schools and into specified classrooms as directed by the PRDE.
- Perform proper inventory count and physically inspect devices and carts (when applicable)
- Provide complete Proof of Delivery (POD) showing asset information including
 - Purchase order number
 - Date of delivery
 - Serial numbers
 - End user location
 - Signatures of Proposer and site personnel
 - Additional information determined by the Department

2.5 Mobile Device Location and Utilization Tracking

Mobile device tracking software is one of the most important features that needs to be included in the devices. The system should feature the ability to locate a missing or stolen device and lock a device remotely.

The system should also feature the ability for each device to automatically check-in with a central device tracking system on a daily basis. The system should have the feature to alert and generate reports to inform the PRDE how many and which devices exactly have not checked-in. The system should have the feature to inspect the device and generate a general health report of the device that it sent along with the check-in. The system needs to be lightweight on memory consumption on the device, and efficient in regards to communicating with the central device tracking system to avoid consuming significant bandwidth.

The proposal should also include an option to install the solution on previously purchased mobile devices. A description of the installation process should also be included. Proposer may partner with a different company to provide services related to mobile device tracking.

The mobile device tracking software should also identify device utilization by site and duration and permit the Department to generate monthly and ad hoc utilization reports.

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IV. SERVICE LEVEL AGREEMENT; LIQUIDATED DAMAGES; RETAINAGE

1. SERVICE LEVEL AGREEMENT

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

Proposer shall submit an SLA for the services proposed in response to this RFP, and if awarded a lease, 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 plan shall address the proposal service, repair and support requirements of Sections 2.3.3 Device Services and 2.3.5 Estimated Repairs of the RFP, and include:

- (i) device repair and replacement service levels and response requirements;
- (ii) help desk and online support services; and
- (iii) manner, type and frequency of meetings, status and update notifications, and support services for the provisions of lease services;

The Proposer recognizes that the devices and services to be provided under the lease and the SLA are critical to the Department’s conduct of business and student learning. If Proposer consistently fails to meet the service level requirements of the lease or the SLA, the Department may terminate the entire agreement with the Proposer, with no early termination penalty to the Department.

The SLA shall be in full force and effect for the lease period.

A. DEVICE REPAIR AND REPLACEMENT SERVICE LEVEL AND RESPONSE REQUIREMENTS

1. Service Levels

- a. **New Devices.** Any device delivered for to the Department for the first time shall be a brand-new mobile device.
- b. **Device replacement and configuration.** The repair, replacement, configuration, install and test for device functionality for all devices (laptops, tablets and computer carts) shall be in compliance with the Department’s requirements.
- c. **OS DOE Image.** The device must be delivered and configured with the DOE OS image.
- d. **Subcontractors.** Proposer is responsible for all subcontractors included in the solution. The Department has the right to contact any subcontractor directly upon notice to Proposer.
- e. **Repairs.** Describe ability to provide the minimum repairs described in Section 2.3.5 Estimated Repairs of the RFP.
- f. **Delivering devices.** Describe ability and plan to support PRDE in delivering all

devices across all schools and regions.

- g. **Device Training.** Describe curriculum and provide content sample for device training. Training should result on participants having comprehensive knowledge and be capable of completing basic operations on Windows 10 OS and Office 365 tools.
- h. **Device tracking.** Describe solution to provide mobile device tracking services required by the Department.
- i. **Requirements.** Describe ability to meet all requirements covered in all sections about services and repair, including but not limited to, Sections 2.3 Personal Computing Device – specifically 2.3.1 Minimum Device Specifications, 2.3.3 Device Services, 2.3.5 Estimated Repairs, 2.4 Carts/Desktop Charging Unit, and 2.5 Mobile Device Tracking of the RFP.
- j. **Device Hand-off and Returns.** Describe, in complete detail (step-by-step), the process to hand off a computer or tablet to Proposer (e.g. will the devices be serviced on-site, picked up by Proposer or be mailed-in, and if mailed-in, what boxes, labels, etc. to each school), and how the school will receive the devices back.
- k. **Lemon Devices.** If after the 2nd repair for the same or related repair issue, the device continues to present the same or related issues, said device should be replaced with a new device. Any device that has been repaired five (5) times, that thereafter presents any issue which requires a repair, said device shall be replaced with a new device.

2. Response and Repair/Replacement Times

- a. **Guaranteed On-Site Initial Response Time.** The guaranteed on-site initial response time is the 2nd business day following the date of the Department's request for services ("Guaranteed On-Site Initial Response Time"). Response time is measured from the date the Department submits a support request using the Proposer's support ticketing system via the call center/help desk or online support ticketing system. The support ticketing system shall track all issues from initial reporting to resolution. Response times apply during standard working hours, Monday thru Friday, excluding federal and Puerto Rico holidays. Describe in detail the SLA plan to meet the Department's Guaranteed On-Site Initial Response Time requirements and performance standards.
- b. **Guaranteed Repair and Replacement Times.** Proposer will have ten (10) business days to complete any necessary device repairs or replacement and to return the device to the submitting school ("Guaranteed Repair and Replacement Times"). The ten (10) business day repair period commences when a device is handed-off to the Proposer, whether in-person, by personal delivery, US mail, or courier service. If via mail or courier, the ten (10) business day repair time is deemed to have begun on the date of the US Postal Service postmark or courier service date for the transaction. The ten (10) business day repair period is point-to-point device pickup and return delivery e.g. the school must receive the repaired or replacement device back within ten (10) business days after handing-off the device to Proposer. Describe in detail the plan to meet minimum Guaranteed Repair and Replacement

Time requirements and performance standards.

- c. Dedicated Repair and Replacement Team. If there is a dedicated repair team or division that will support the Department, describe and provide contact information and key personnel qualifications.

B. REPORTS

1. Describe Proposer ability and technology software to provide critical reports that meet the following requirements and provide sample reports with proposal:
2. Device Damage/Replacement statistics per school and region per month on devices damaged or being repaired, replaced, retired, etc., with details and statistics on most frequent repair issues and repair status.
3. Repair Period per device for all devices handed-off to the Proposer in-person, and if mailed has been received by the Proposer, and turn around statistics including the average turnaround time per school, town, and region with details on time for response, time for replacement/fix, or replacement.
4. Professional development statistics and findings on training progress and support categories requested by and provided to educators and administrative staff.
5. 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 in detail the Department's ability to electronically access, review and generate reports sourced from Proposer systems.

C. MEETINGS, NOTIFICATIONS AND SUPPORT

1. Describe in detail how the Department will be notified of, and updated on, the progress of the repairs, info notifications, and scheduled meetings.
2. If there is a dedicated repair group that will support the Department, describe and provide contact information.
3. Describe the plan, including timelines, for the issuance of written updates and scheduled meetings for the dissemination of information, issues, obstacles and solutions. Proposer shall propose not less than quarterly meetings with the Department and Proposer decision-makers and knowledgeable technical support personnel, all Proposer subcontractors, and any relevant stakeholders.
4. Describe the tools and technology that will be utilized to provide proof of delivery for every device delivered and/or handed-off to Proposer for the entire period of this agreement.

2. 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 lease, 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 lease, 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. Once implemented, after a lease is signed, a party must dispute the results of the Electronic Record within 30 days of receipt or the accuracy of the notice shall be deemed accepted by the non-objecting party(ies).

For any month Proposer fails to meet all commitments under the SLA for delivery of mobile devices or for performance of maintenance or 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 lease, 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 lease 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 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.

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 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.

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.

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 lease, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under the lease. The PRDE may assess liquidated damages in the amounts set out in the lease on a per occurrence basis.

3. 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

Proposer's are required to include a proposal guaranty (bid) bond in an amount equal to 15% of the total proposal price.

2. SERVICE WARRANTY

The Proposer shall represent and warrant in the lease that it can and will perform, or cause the services to be performed, in strict accordance with the provisions and requirements of the lease. 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 lease.

3. DOCUMENT SIGNATURES

Proposer proposals and leases 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. LEASE REQUIREMENT

Each Proposer agrees that if selected as a provider for the mobile devices and services, the Proposer will enter into a written lease with the Department pertaining thereto. The lease 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 lease, the Proposer's approval for award will be revoked by the Department.

5. LEASE TERM

The Department intends to award a three-year lease, with one (1), option to renew for an additional period of up to three (3) years, to one (1) or more Proposers for the equipment and services requested in this RFP. The initial term of the lease is expected to commence on or around August 1, 2018 ("Effective Date") and end on or around June 30, 2021, 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 lease renewal options.

6. PERFORMANCE BOND

Proposers that are awarded leases 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 lease total, and for any lease 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.

7. PROPOSER COMPENSATION

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

Payment of compensation shall be based on actual services performed during the term of the lease. The Department shall not be obligated to pay for any services not performed or equipment not delivered in compliance with the lease. In the event of early termination of the lease, 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. LEASE PRICE ADJUSTMENTS

Subject to potential reductions outlined below, it is expected that the prices submitted shall remain firm for the entire lease term and all extension periods (if any), as stated above. Adjustments to the total compensation payable under the lease shall be subject to the following terms and conditions:

- Price Reductions; Service Reductions. The Department reserves the right to amend its lease with the selected provider to take advantage of lower prices that may be available during the term of the lease. In addition, if at any time during the term of the lease, the service provider offers comparable services to other customers at lower rates than charged under its lease 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 lease, without penalty or fee.

9. LEASE TERMINATION; EVENTS OF DEFAULT

- A. Termination for Convenience or to Protect the Public Interest. If at any time during the Term of the lease, 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 lease on thirty (30) calendar day's written notice to Proposer. Further, the Department may terminate the lease 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 lease.
- B. Suspension of Services. Ten (10) days after 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 lease;
 - ii. Breach of any material agreement, representation or warranty made by Proposer in the lease;
 - iii. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the lease.
 - 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 hereunder is suspended, revoked or expired;
- vii. Failure to maintain insurance as required under the lease;
- viii.
- 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 lease 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 lease, effective as of the date specified in the notice. After giving written notice to the Proposer, the Department may invoke any or all of the following remedies:

- A. Take over and complete the services or any part thereof, either directly or through others. Proposer shall be liable to the Department for any excess costs incurred by the Department. Any amount due the Proposer under the lease 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 lease, 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 lease.

11. NO WAIVER

No delay or omission, or series of delays or omissions, by the Department to exercise any right under the lease shall be construed as any type of waiver of any right of the Department to declare an Event of Default in the future. The remedies under the terms of the lease are not intended to be exclusive of

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

12. TURNOVER OF DOCUMENTS AND RECORDS

Upon demand by the Department following termination of the lease for any reason, or following the expiration of the lease 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, leased or purchased by the Department, completed or partially completed work, analyses, data, computer disks, documents and any other information pertaining to the lease 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 lease.

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 lease. 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 lease. 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 lease 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 lease for at least six (6) years after the last day of the delivery of services under the lease, 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 and allowing the Department or their Proposers 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 code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the lease ("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 lease.
- C. Ownership. The Proposer agrees that, to the extent permitted by law, any work product created specifically for the Department under the lease ("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 lease 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 and without prejudice to such rights that the Department may have in equity, or by law or statute.

- E. Survival. The provisions of the lease pertaining to Confidential Information, dissemination of information and ownership shall survive the termination or expiration of the lease.

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 lease 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 lease:

- A. Financially Solvent. The Proposer, and each of its subcontractors, is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all services and perform all obligations under the Proposer's proposal(s) and lease. The Proposer also warrants that neither it nor any of its subcontractors owe any non-tax debt to the state or federal government.
- B. Compliance with Laws.
1. Compliance with False Claims Act. The Proposer agrees to comply with all aspects of the Federal False Claims Act which, in general, prohibits: (i) knowingly presenting, or causing to be presented to the Government of the United States a false claim for payment; (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the Government of the United States; (iii) conspiring to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certifying to the United States the type or amount of property to be used; (v) certifying receipt of property on a document without completely knowing that the information is true; (vi) knowingly buying property of the Government of the United States from an unauthorized officer of the Government of the United States, and, (vii) knowingly making, using, or causing to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.
 2. Compliance with Other Laws. The Proposer guarantees and certifies that the execution of the lease and the performance of services under the lease, shall be accordance with each of the following laws, as may be applicable:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60),
 - b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3),
 - c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), and

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) (as supplemented by Department of Labor regulations (29 CFR Part 5)).
- C. Unemployment Insurance and Social Security. The Proposer certifies that it has paid unemployment insurance, disability, and chauffeurs social security, in all applicable cases, or that it has a payment plan for payment of those obligations and is complying with such plan.
- D. No Indictments or Convictions. The Proposer certifies that it has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not engaged in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the United State of America and Commonwealth of Puerto Rico. The Proposer shall notify the Department of any indictment or conviction for any crime against the public treasury, faith or function or that involves public property or funds during the Term of this Agreement.
- E. Good Standing. The Proposer and each of its subcontractors are not in default or have not been deemed by the Department to be in default under any other agreement with the Department during the five (5) year period immediately preceding the date of the lease.
- F. 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 lease until it has been signed by both parties. Proposer further agrees and warrants that no services will be rendered under the lease 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.
- G. Authorization. The Proposer has taken all action necessary for the approval and execution of the lease, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the lease which shall constitute valid, binding obligations of the Proposer.
- H. No Intellectual Property Infringement. That in performing the services, neither the Proposer nor any of its subcontractors will violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and services that it furnishes to the Department under the lease and can grant or assign all rights granted or assigned to the Department pursuant to the lease.
- I. No Legal Actions Preventing Performance. As of the date of the lease, 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 lease.

- J. No Conflict with Other Government Contracts. The Proposer represents and warrants that the services to be rendered to the Department pursuant to another lease, if any, subscribed with the Commonwealth of Puerto Rico are not in conflict with the services to be rendered under the lease. 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 contact.

17. NO OTHER RIGHTS LIMITED

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

18. GIFTS AND GRATUITIES PROHIBITED

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

19. EMPLOYMENT RESTRICTIONS

During the Term of the lease, 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 Proposer or subcontractor, any employee of the other party.

20. MANUFACTURER WARRANTY

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

21. INDEPENDENT CONTRACTOR

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

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

22. INDEMNIFICATION

The Proposer agrees to defend, indemnify and hold harmless the Department, and its respective Department members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out 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 lease;
- (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 hereunder. In addition, if any judgment shall be rendered against the Department in any such action, the Proposer shall, at its own expense, satisfy and discharge such obligation of the Department. The Department shall have the right, at its own expense, to participate in the defense of any suit, without relieving the selected Proposer(s) of any of its obligations hereunder. The Department retains final approval of any and all settlements or legal strategies, which involve the interest of the Department.

If 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 lease.

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

26. ASSIGNMENT OF LEASE

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

27. ENTIRE AGREEMENT; AMENDMENTS

The lease, 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 lease 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 lease with a reservation of all rights and remedies it may have under or pursuant to the lease at law or in equity.

29. SURVIVAL/SEVERABILITY

All express representations and warranties made or given in the lease shall survive the completion of services by the Proposer or its subcontractors, or the termination of the lease for any reason. If any provision or part of the lease is held to be unenforceable, the lease shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the lease 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 lease 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 lease shall be venued solely 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 lease, 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 lease.

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 lease, 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 lease. Proposer shall fully comply with the workers' compensation law regarding Proposer and Proposer's employees. Proposer shall indemnify and hold the Department harmless from any failure of Proposer to comply with applicable workers' compensation laws. The Department may offset against the amount of any fees due to Proposer under the Agreement any amount due to the Department from Proposer as a result of Proposer's failure to promptly pay to the Department any reimbursement or indemnification arising under this paragraph.

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

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

36. LEASING/FINANCING AGREEMENT

The lease shall comply with the Act to Regulate Certain Government Agreements for Financing and Leasing of Chattel (PR Act No. 265-2003).

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 lease 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 lease award under any proposals covered by said stipulation.

2. LIMITED PROPOSER CONFIDENTIALITY RIGHTS

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

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

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

Proposers shall also be advised that the Department may seek indemnification from Proposers for any liability, loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of confidentiality markings or conditions in proposals.

3. UNATHORIZED COMMUNICATIONS BETWEEN A PROPOSER AND PRDE

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

4. PROPOSER DISQUALIFICATION DUE TO EVIDENCE OF COLLUSION

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

5. PROPOSER AND WARRANTIES

Proposer represents and warrants that it shall provide the Department with truthful and accurate information about its invoices promptly upon request by the PRDE. Proposer also represents and warrants that it has carefully identified components of the services. Further, through internal audit and review of the services rendered during the Term of the lease, 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 lease and the RFP.

6. INVOICING

Throughout the term of the lease and subject to Retainage, Proposer will invoice the Department only for the cost of products and services approved by the Department provided pursuant to this RFP.

7. PROPOSER PERFORMANCE

During the Term of the lease, Proposer shall complete all of its obligations to the PRDE under the lease 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 lease by the service delivery deadline,

Proposer nonetheless remains liable to complete all obligations under the lease 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 lease obligations by the service delivery deadline, pursuant to the terms and conditions of Section V of this RFP.

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 lease. 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 lease ("Key Personnel") will continue to provide services to the Department for the Term of the lease, 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 lease 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 lease. 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 lease.

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 lease. Proposer shall make good any such damage, injury, or loss. Proposer is responsible for school site security.
- C. Proposer, both directly and indirectly through its subcontractors, shall take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.
- D. Proposer shall comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Proposer, and its subcontractors shall cooperate with any other contractor that may be performing work on a site; such compliance shall include, but be not limited to, OSHA compliance and safety efforts.
- E. In an emergency affecting the safety of life or adjoining property, Proposer, without special instructions or authorization from the Department, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- F. Proposer shall protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities

of every description affected by or adjacent to where the Services are being performed. If the items are damaged by Proposer or its subcontractors, Proposer shall make all necessary repairs to or replacements of them at no cost to the Department.

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

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 shall 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 required items. All decisions regarding a particular proposal’s level of compliance, evaluation, terms and conditions will be made solely at the PRDE’s discretion and made to favor the PRDE.

Proposers that timely file Letters of Intent are eligible to submit proposals in response to the RFP referenced in their Letters. Proposals must be submitted by the deadlines established in the RFPs. The Evaluation Committee 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).

[Remainder of page intentionally left blank]

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 lease 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 lease 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 a 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 lease 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 using **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 lease award.** The failure to comply with the Non-Collusion Affidavit requirement of this RFP cannot be cured.

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

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

- A bid bond issued by a surety company authorized to do business in the Commonwealth of Puerto Rico; The surety company must be included in the latest Federal Register (Circular 570) as accepted by the Federal Government.
- An irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or
- A money order or certified check issued to the Commonwealth of Puerto Rico Secretary of Treasury.

Proposers who fail to include a proposal (bid) bond with their proposal shall automatically be disqualified from consideration for a lease 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 lease 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 individuals at the references listed on Form 5 to email completed Reference Questionnaires to 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 lease for these services.

1. Workers' Compensation and Employers' Liability Insurance.

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

2. Commercial General Liability Insurance.

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, products and complete operations, personal injury and property damage liability, and not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for fire damage. Coverage shall be for each occurrence and shall include, but not be limited to: all operations, contractual liability, independent Proposers, 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 lease, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

4. Technology Errors and Omissions.

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

5. Additional Insured

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

- 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 hereunder in the lease and indicating the Additional Insured status as required therein. The Department will not pay the Proposer for any services if satisfactory proof of insurance is not provided prior to the commencement of services.

7. General

- a. All insurance policies must be issued by insurance companies authorized to do business in Puerto Rico, must have a solid financial position and be classified as "A" by the Best Key Rating Guide or be accepted by PRDE after proper evaluation.
- b. Any failure of the Department to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Department that the insurance requirements in the lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all lease 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 lease, and the Department retains the right to stop services until proper evidence of insurance is provided, or the lease 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 lease.
- e. All subcontractors are subject to the same insurance requirements of Proposer unless otherwise specified in the lease. The Proposer shall require any subcontractors under the lease 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 lease or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the lease or any limitation placed on the indemnity in the lease 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.

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 lease 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 shall have the full force of lease 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 lease 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: Portable Computing Device Specifications (Mandatory)

Proposers must complete and submit the **Portable Computing Device Specifications Summary** included in Form 10, in addition to other specifications and functionality requested in this RFP.

Q. TAB 17: Project Plan and Deployment Schedule (Mandatory)

Proposers must include a project plan and deployment schedule with proposed dates for the distribution of mobile devices, and a project plan and schedule with proposed dates for the delivery of professional development.

R. TAB 18: 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).

S. TAB 19: Joint Venture (If Applicable)

Any Proposer proposing as a joint venture must also include a copy of the executed joint venture agreement with its proposal (Tab 18).

VIII. EVALUATION CRITERIA AND PROPOSER SELECTION

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

1. EVALUATION COMMITTEE

An Evaluation Committee is being appointed by the Secretary of Education to review proposals and select 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 for the proposal review and Proposer selection. The criteria and weights may be amended by the Department or Evaluation Committee if either deems it to be in the best interest of the Department:

EVALUATION CRITERIA	WEIGHTS
Quality and comprehensiveness of proposed services and Service Level Agreement	30%
Past performance on other contracts with the Department and/or other comparably sized school systems, government agencies or businesses	25%
Quality of Professional Development Plan	20%
Price of products and services	15%
Technical qualifications of devices	10%
TOTAL:	100.00%

3. NOTICE OF DEPARTMENT’S SELECTION; REQUESTS FOR REVIEW

The Department intends to enter into a three-year lease, with one (1) option to renew for an additional period of up to three (3) years to one (1) or more qualified Proposers that submit a responsive proposal for the most responsive solutions that will meet the Department’s needs. A Notice shall be sent to the winning Proposer(s). The Notice shall include a summary of all Proposer pricing, the Evaluation Committee voting record, the reasons the winning Proposer(s) 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. All selected Proposers 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.

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APPENDIX I
PRDE SCHOOLS 2018-2019

A list of 2018-2019 schools is posted on the Department's website at www.de.pr.gov. Updates will be posted from time to time to reflect any closings or consolidations approved for next year. Proposers are encouraged to check the Department's website frequently for updated information.

[Remainder of page intentionally left blank]

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

2. LEASE TERMS.

Describe the terms and conditions of the lease agreement being proposed. Proposers may propose either or both options for consideration. The proposal should include details on any upgrade and/or end-of-lease purchase options being proposed for the Department.

3. PRODUCTS

A. Equipment

1. Completed Form 10 – Portable Computing Device Specifications
2. Other specifications requested in this RFP, including security, tracking and accessibility and accommodations for English Language Learners and special education students, and students and educators with disabilities
3. Functionality
4. Extra quantities proposed for quick swap at school sites
5. Device insurance coverage maintained by Proposer and any exceptions
6. Device protection plans available to the Department

B. Accessories

C. Carts/Desktop Charging Units

4. SERVICES

A. Imaging and Configuration

B. Etching

C. Configuration, Delivery and Deployment

D. Asset and Inventory Management

E. Technical Support Services

1. Replacements
2. Returns
3. Product Recalls
4. Ticket system for tracking status of replacements, returns and product recalls
5. Restocking charges
6. After hours service
7. After sales support
8. Out of stock
9. Order tracing
10. Technical feedback
11. Quality assurance for orders
12. Drop shipments
13. Online support –Technical
14. Phone support –Technical
15. Other

F. Help Desk/Call Center

1. Online support – Customer and Technical
2. Phone support – Customer and Technical
3. Location, hours and staff quantity of call and help centers
4. Other

G. Professional Development

- a. Onsite
- b. Online
- c. Offsite

H. Curriculum Integration and Instruction

I. Repairs

- a. Onsite
- b. Local Repair Facility
- c. Repair Ticket System for tracking status
- d. Certified trained staff

J. Estimated Repairs

K. Mobile Device Tracking

L. Cart Services

M. Other proposed services not included in above categories

5. PROJECT PLAN AND DEPLOYMENT SCHEDULE

- A. Provide a project plan and schedule with dates for (a) the proposed mobile device deployment to schools and (b) the professional development and curriculum integration support for educators expected to occur each trimester.

6. 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.

7. USAGE MEASUREMENT AND REPORTING

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

8. BILLING DISPUTE RESOLUTION FOR ALL PROPOSED SERVICES

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

[Remainder of page intentionally left blank

APPENDIX III 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. Each binder shall have a front cover sheet containing the following information:
 - RFP Number and Name
 - Proposer name and address
 - Proposer contact person (name, title, email, office and cell phone)
- B. One (1) copy of the Proposer proposal must be emailed by the due date to osiatdproposal@de.pr.gov
- C. All proposals must be in English
- D. Each proposal should be divided into sections in the order, and separated by numbered Tabs, as specified in the RFP
- E. 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)
- F. Two-sided copying and the use of recycled paper are strongly encouraged
- G. Original Proposal Binders must be **hand-delivered** by Proposers or Courier by the due date in sealed containers labeled and addressed as follows:

RFP # PRDE-OSIATD-FY2018-001 Mobile Device Technology and Services for New Generation Schools

Due Date: **12:00 p.m. on July 12, 2018**

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

Electronic copies of proposals must be emailed by Proposers by the due date to osiatdproposal@de.pr.gov

APPENDIX IV PROPOSAL SUBMITTAL CHECKLIST

THE SUBMITTALS AND FORMS BELOW IN RED ARE MANDATORY. ANY PROPOSER THAT:
 a) **FAILS TO INCLUDE ALL OF THE MANDATORY SUBMITTALS OR**
 b) **FAILS TO USE THE MANDATORY FORMS WILL BE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION .**

TAB #	DESCRIPTION	FORM	CHECK ✓
TAB 1	Cover Letter		_____
TAB 2	Proposal Signature Page – Mandatory	FORM 1	_____
TAB 3	Equipment and Service Proposal – Mandatory		_____
TAB 4	Sample Price Proposal	FORM 2	_____
TAB 5	Non-Collusion Affidavit – Mandatory	FORM 3	_____
TAB 6	Proposal Bid Bond (15%) – Mandatory		_____
TAB 7	Proposer Questionnaire	FORM 4	_____
TAB 8	Proposer References (3 Minimum)	FORM 5	_____
TAB 9	Designation of Subcontractors	FORM 6	_____
TAB 10	Certificate of Insurance Coverage	FORM 7	_____
TAB 11	Copy of Filed Letter Of Intent	FORM 8	_____
TAB 12	Recent Legal Actions		_____
TAB 13	Service Level Agreement – Mandatory		_____
TAB 14	Bidders Registry – Eligibility Certificate		_____
TAB 15	W-9 (IRS)	FORM 9	_____
TAB 16	Portable Computing Device Specifications – Mandatory	FORM 10	_____
TAB 17	Project Plan and Schedule with Dates for Deployment and Professional Development– Mandatory		_____
TAB 18	Financial Statements		_____
TAB 19	Joint Venture Documentation (If Applicable)		_____

PROPOSAL SUBMITTAL FORMS

FORM 1 – PROPOSAL SIGNATURE PAGE

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

PROPOSER: _____

ADDRESS: _____

PHONE: _____

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

1. Proposer certifies that it has paid 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 lease 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-FY2018-001 Mobile Device Technology and Services for New Generation Schools including all appendices, as well as Addenda Nos. _____ (none unless listed here) and certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda
7. Signature: _____
Name/Title: _____
Date: _____

FORM 2 – PRICE PROPOSAL FORM

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

Devices			
	Model	Quantity	Monthly Rental
TOTAL:			

Carts			
	MODEL	Quantity	Monthly Rent
TOTAL:			

Accessories and Other Parts			
		Quantities	Monthly Rent
TOTAL:			

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-FY2018-001 Mobile Device Technology and Services for New Generation Schools** 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.

FORM 4 - PROPOSER QUESTIONNAIRE

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

Business Name: _____.

Telephone Number: _____; Fax Number: _____;

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

Business Address: _____

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

BUSINESS INFORMATION

Years in Business: _____.

Check the following as it applies to your Business:

Public Corporation Privately Held Corporation Limited Partnership

Sole Proprietorship Limited Liability Company

Manufacturer Distributor Service Proposer

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

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

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

Small Business Concern Minority owned business Woman owned business

Does your firm have EDI capabilities: Yes No

OTHER OPERATIONAL INFORMATION

Number hourly employees: Direct _____; Indirect _____

Number salary employees: Direct _____; Indirect _____

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

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

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

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 years. Please include only references for services that are similar enough to demonstrate Proposer's ability to perform the services requested in the above-referenced RFP.

CLIENT REFERENCE NO. 1

CLIENT NAME: _____
ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT PHONE: _____
CONTACT EMAIL: _____
SERVICE DATES: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

CONTRACT AMOUNT: \$ _____

CLIENT REFERENCE NO. 2

CLIENT NAME: _____
ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT PHONE: _____
CONTACT EMAIL: _____
SERVICE DATES: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

CONTRACT AMOUNT: \$ _____

CLIENT REFERENCE NO. 3

CLIENT NAME: _____
ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT PHONE: _____
CONTACT EMAIL: _____
SERVICE DATES: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

CONTRACT AMOUNT: \$ _____

CLIENT REFERENCE NO. 4

CLIENT NAME: _____
ADDRESS: _____
CONTACT NAME/TITLE: _____
CONTACT PHONE: _____
CONTACT EMAIL: _____
SERVICE DATES: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED:

CONTRACT AMOUNT: \$ _____

REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER:

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

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

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

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

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

Send the "Reference's Response To" document to your references to complete and submit.

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

REFERENCE QUESTIONNAIRE

PUERTO RICO DEPARTMENT OF EDUCATION RFP OSIATD-FY2018-001 MOBILE DEVICE TECHNOLOGY AND SERVICES FOR NEW GENERATION SCHOOLS

REFERENCE NAME (Company/Organization): _____

PROPOSER (VENDOR) NAME (Company/Organization): _____

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

INSTRUCTIONS TO INDIVIDUAL COMPLETING REFERENCE QUESTIONNAIRE:

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include a manual actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to osiatdproposal@de.pr.gov.
5. This completed document **MUST** be received no later than 12:00 Noon on July 12, 2018 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 OSIATD-FY2018-001
MOBILE DEVICE TECHNOLOGY AND SERVICES FOR NEW GENERATION SCHOOLS

REFERENCE NAME: _____

PROPOSER (VENDOR) NAME : _____

Section I. RATING

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

RATING SCALE

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

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

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

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

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

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

Section III. ACKNOWLEDGEMENT

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

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

FORM 6
DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME:

SUBCONTRACTOR NO. 1:

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

SUBCONTRACTOR NO. 2:

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

SUBCONTRACTOR NO. 3

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

ADD ADDITIONAL PAGES IF NEEDED

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			

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 Lease, prior to providing any services. This insurance coverage must be maintained throughout the term of the contract.

Signature: _____

Name: _____

Title: _____

Date: _____

FORM 8
LETTER OF INTENT TO SUBMIT A PROPOSAL

PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 12:00 P.M., JULY 5, 2018. FAILURE TO DELIVER A LETTER OF INTENT BY THE DEADLINE SHALL RESULT IN AUTOMATIC DISQUALIFICATION FROM PARTICIPATION IN THE COMPETITIVE PROCESS.

_____ (the "Proposer") has received a copy of RFP **PRDE-OSIATD-FY2018-001 Mobile Device Technology and Services for New Generation Schools**(the "RFP) issued by the Puerto Rico Department of Education on June 13, 2018 . I, the undersigned, in my capacity as _____ of the Proposer, am duly authorized to submit this Letter of Intent on behalf of Proposer, and to designate the following person to act on behalf of the Proposer as its principal contact in connection with the RFP:

PRINCIPAL CONTACT:

Name: _____
Title: _____
Address: _____

Office Phone: _____
Cell Phone: _____
Email: _____

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

Signature: _____
Name/Title: _____
Date: _____

LETTERS OF INTENT ARE TO BE ADDRESSED AND EMAILED TO

José L. Narváez Figueroa at osiatdproposal@de.pr.gov

FORM 9
W-9 TAXPAYER IDENTIFICATION NUMBER AND 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.]

FORM 10
PORTABLE COMPUTING DEVICE SPECIFICATIONS

Instructions: Complete this worksheet for each type of technology solution proposed. Fill in each blank with the requested information. You may attach additional pages to provide complete information where required. This RFP does not require that all these fields be accounted for, but if a proposer is providing an option that fits one of these categories, these fields must be completed. Please specify which items are optional, if any. If additional items (fields) need to be added to this list of products and services to best reflect your proposed solution, please make note of this and add any necessary data.

Portable Device Description

Manufacturer	
Model	
Processor Speed	
Chip Manufacturer	
Chip Type	
Number of Processor Cores	
Number of Video Cores	
Amount Random Access Memory	
Amount of Random Access Memory Dedicated to CPU	
Operating System	
Wireless Type (ex. 802.11 a/b/g/n/ac)	
Wireless Speed (ex. 150/1000)	
Hard Drive Type	
Hard Drive Capacity	
Audio Chipset Manufacturer	
Video Chipset Manufacturer	
Front Camera Resolution (Still/Video)	
Back Camera Resolution (Still/Video)	
Display Size	
Display Resolution	
Number of Touch Points	
USB Port Type and Count	
Keyboard size	
Optional input device	
Battery Capacity (ex. 7200mAh)	
Duration (ex. 8 hrs.)	
Weight	

Provide industry benchmark test results, including information about how long the device will operate on a single battery charge under these conditions:	
Activity	Time
Web-browsing	
Multimedia (video/audio)	
Reading eBooks	
Stand by time	